



General Terms and Conditions for Calibration Services

of CRT Cleanroom-Technology AG, Langackerstrasse 1, CH-4332 Stein AG

I. Scope

(1) These General Terms and Conditions apply exclusively to all calibration services offered by CRT Cleanroom-Technology AG (hereinafter "CRT AG"). For all other services provided by CRT AG, reference is made to the respective separate general terms and conditions.

(2) Any terms and conditions of the Client (hereinafter referred to as "Client") that conflict with or deviate from these terms and conditions shall not be recognised by CRT AG, subject to the express written approval of a member of the management of CRT AG. Individual agreements shall remain unaffected by the above provisions.

(3) These terms and conditions apply only in commercial business transactions with companies and/or entrepreneurs.

(4) These terms and conditions shall also apply to ongoing or future business transactions between CRT AG and the same Client, provided that these GTCs have been contractually incorporated in advance. In the case of an ongoing relationship between CRT AG and the same Client, in each case, reference shall be made to these GTCs in the order confirmations or in the separate standing contract.

(5) Additions, amendments or supplementary agreements to/from these terms and conditions require the written confirmation of CRT AG in order to be effective. This also applies to a waiver of this written form requirement.

II. Offers, Conclusion of Contracts, Documents

(1) Offers from CRT AG are non-binding. In the case of individual orders, the Client receives a written order confirmation from CRT AG after receipt of the order. The contract does not come into force until the confirmation of order has been sent. The order confirmation is definitive for the content of the contract (in particular the mutual service obligations). In the case of an ongoing contractual relationship, the parties sign a separate service contract that includes the pre-definable mutual contractual services over a longer period of time. In this case, the service contract is definitive for the content of the contract. If, during the term of the service contract, additional orders are commissioned by the Client which are not the subject of the service contract, separate order confirmations may be issued for each order (the content of the contract for these services then results from the respective order confirmation).



(2) CRT AG expressly reserves the property rights and copyrights to the text versions, illustrations, drawings, calculations and other documents, which the Client obtains access to within the framework of the execution of the contract. Disclosure of such documents to third parties requires the express written consent of CRT AG. Subject to any written agreement to the contrary, CRT AG shall grant the Client a simple, non-transferable right of use to such documents solely within the scope of the purpose of the contract.

III. Service Content and Execution, Subcontractors

(1) The scope of services results from the respective contract (incl. order confirmation for individual orders and, if applicable, service contract for standing contract fulfilment). The services of CRT AG are provided in accordance with recognised state-of-the-art technology by qualified personnel.

(2) CRT AG normally executes the contract in its own calibration laboratory. In accordance with a written agreement to the contrary, the services of CRT AG may also be performed at the Client's place(s) of operation.

(3) CRT AG documents the services rendered in an appropriate form and in compliance with any applicable statutory and other regulations.

(4) CRT AG is entitled to use subcontractors in whole or in part for the provision of the agreed services, as long as the Client does not refuse this for objectively comprehensible and important reasons. Only persons or companies that are appropriately qualified and suitable will be selected as subcontractors. CRT AG will oblige the subcontractors to maintain confidentiality in accordance with the contractual agreement.

IV. Appointments and Times

(1) In each case, the Client coordinates the appointments in good time with CRT AG for the calibration services to be provided. Delivery and completion dates are only binding if they have been agreed in writing and expressly confirmed in writing by CRT AG and only in those cases in which the adherence to deadlines can be influenced by CRT AG. All claims resulting from influences beyond our control such as force majeure, strike, cessation of operations, production restrictions, damage to production facilities, delay in delivery or non-delivery by a supplier cannot be claimed (cf. Chapter IX below).

(2) CRT AG carries out the contractual services during normal working hours unless the parties have expressly agreed otherwise within the scope of the service contract. Services carried out by CRT AG outside of normal working hours are to be remunerated with the applicable surcharges. Public holidays at the place of work do not count as normal working time.

(3) Agreed deadlines and appointments are always considered approximate and are generally non-binding, unless expressly agreed otherwise in individual cases. The specification of deadlines is based on the information provided by the Client as well as the technical clarifications made by CRT AG (prior to the execution of the contract): The Client is liable for delays and damages resulting from improper calibration services due to false information provided by the Client. In this case, CRT AG reserves the right to charge for the additional expenditure.



(4) The proper execution of the contract by CRT AG requires the cooperation of the Client in accordance with the contract (in particular, necessary preparatory measures by the Client as well as correct information to CRT AG in the run-up to the fulfilment of the contract, cf. Ch. V, Clause. 1). The objection to the of non-execution of the contract remains reserved. In particular, CRT AG reserves the right to withhold further services and/or the device if the Client has failed to pay invoices for partial services already rendered.

V. Obligations of the Client

(1) The Client shall provide CRT AG with all information required for the execution of the order and shall make the required documents available in good time.

(2) Insofar as CRT AG does not provide the calibration services in its calibration laboratory in accordance with written agreement, the Client shall grant CRT AG unhindered execution of the contract on the occasion of the services/execution of the contract at the Client's premises. In this case, the Client ensures that the employees of CRT AG can work unhindered without restriction and, if necessary, shall provide the required media/aids, (such as electricity (including the necessary connections), ladders, lifting platforms, forklifts, etc.), at their own expense. The Client shall take all safety measures that may be necessary and - insofar as required - inform the employees of CRT AG about internal safety regulations. The Client is obliged, if and where necessary, to cooperate with the services to be provided by CRT AG. Furthermore, immediately upon conclusion of the contract, the customer shall inform CRT AG of a contact person who will coordinate the services at the place of work.

VI. Remuneration and Payment

(1) The services of CRT AG are remunerated in accordance with the agreement between the parties (in accordance with the order confirmation or a separate standing contract). All prices are net prices excluding the statutory value added tax at the time of invoicing.

(2) Waiting times or delays in carrying out the work by CRT AG for which the Client is responsible shall be remunerated as working hours. Should the execution of the contract not take place at the registered office of CRT AG in accordance with the written agreement and should waiting times for which the client is responsible result in the need for CRT AG employees to travel to the site again on another day, the Client shall pay for this additional travel (actual travel time + travel costs).

(3) Unless otherwise stated in the order confirmation or service contract, invoices are to be settled within 30 days from the date of the invoice without deductions. In the event of default in payment, the legal consequences pursuant to Art. 102 et seq. OR. apply. The invoice will be sent as agreed, before or after the execution of the contract.

(4) The deduction of a discount requires a special written agreement (Skonto).

(5) If after the conclusion of the contract there is a significant deterioration in the financial circumstances of the Client which jeopardises the counterpart contribution claims of CRT AG, or if CRT AG learns of insufficient liquidity on the part of the Client, or if the Client has made false statements about their creditworthiness at the time of the conclusion of the contract, CRT AG



shall be entitled, if there is an obligation for advance payment, to refuse/withhold its services until the counterpart contribution has been made or security has been provided for it. For this purpose, CRT AG shall set the Client a reasonable deadline (max. 20 days) to provide the counterpart contribution or a security deposit. If the deadline expires unmet, CRT AG is entitled to withdraw from the contract. In this case, the right to assert claims for damages is expressly reserved.

VII. Return Transport of the Processing Device

(1) The costs for packaging and return transport of the processing device shall be borne by the Client. The delivery costs will be shown separately on the invoice.

(2) The risk of accidental loss or accidental damage of the processing device shall pass directly to the Client upon handover by CRT AG to the commissioned transport company. If the return of the processing device is delayed due to the Client, the risk shall pass to the Client as soon as CRT AG notifies the Client that the device is ready for shipment.

(3) In the absence of a written agreement between the parties, the packaging and the choice of transport route and means of transport shall be at the discretion of CRT AG. At the express request of the Client, CRT AG shall cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the Client.

VIII. Warranty

(1) CRT AG shall perform the contractually agreed calibration services properly and in accordance with the recognised rules of technology.

(2) Benefit and risk shall pass to the Client immediately upon return. The warranty and limitation period for defects shall commence on the day of acceptance.

(3) If a service provided by CRT AG does not meet the contractual requirements or does not comply with recognised state-of-the-art technology, CRT AG shall rectify the calibration service free of charge (rectification of defects). The Client shall have no warranty claims for defects arising after acceptance or not included therein.

(4) If CRT AG does not comply with its obligation to remedy the defect despite the setting of a reasonable deadline by the Client, or if a remedy is objectively impossible or unreasonable for the Client, the Client shall be entitled to terminate the contract in the case of an ongoing contractual relationship with CRT AG, insofar as the continuation of the contract can no longer be expected due to the seriousness of the breach of duty.

(5) Services which have been contractually granted to CRT AG, but have been executed by the Client themselves, are done so expressly at their own risk. Warranty claims shall be excluded if defects have arisen due to unauthorised action by the Client. Claims for damages or reimbursement of expenses on the part of the Client shall only exist within the scope of Clause IX.



IX. Liability

(1) CRT AG shall only be liable for intentional or grossly negligent acts of the executive employees acting on its behalf and their vicarious agents. In no case can claims for consequential damages or loss of profit be asserted.

(2) Appropriate data backup is the responsibility of the Client. CRT AG shall not be liable - subject to liability pursuant to Paragraph 1 - for the replacement of data. If the Client wishes data to be backed up by CRT AG, this must be commissioned separately: CRT AG is prepared to archive the data evaluated within the scope of its fulfilment of the contract for the Client for an additional individually agreed fee. The Client agrees that personal data may also be passed on to subcontractors, suppliers and partners, in particular for the purpose of fulfilling official requirements.

(3) To the extent that liability for damages against CRT AG is excluded or limited, this shall also apply with regard to the personal liability for damages of CRT AG's employees, representatives and vicarious agents.

X. Force Majeure

Events of force majeure entitle CRT AG to postpone the service for the duration of the impediment plus a reasonable start-up period, or to withdraw from the contract completely or in part because of the part not yet fulfilled. The term force majeure includes strikes, lockouts or unforeseeable, unavoidable circumstances, e.g. operational disruptions, which make it impossible for CRT AG to deliver on time. The consequences of force majeure shall also apply if the aforementioned hindrances occur during a delay or at the subcontractors. If there is a case of force majeure due to which CRT AG is unable to perform its service, the Client has the right to request CRT AG to issue a declaration within two weeks regarding the continuation of the contract (including the specification of a grace period for the performance of the contract from the cessation of the force majeure) or to withdraw from the contract. If CRT AG does not make a declaration, the Client may withdraw from the unfulfilled part of the contract. CRT AG shall notify the client without undue delay if a case of force majeure occurs, as set out above.

XI. Confidentiality

CRT AG is obliged for an unlimited period of time to maintain confidentiality with regard to all information designated as confidential and classified information or business and trade secrets, which become known to CRT AG in connection with the execution of the contract. The duty of confidentiality does not apply to information which CRT AG was already aware of beforehand without any obligation to maintain confidentiality, or which is or becomes generally known without CRT AG being responsible for this, or which is lawfully disclosed to CRT AG by a third party without any obligation to maintain confidentiality, or which has demonstrably been independently developed by CRT AG, or which has



been released for disclosure in writing by the Client. Likewise, the confidentiality obligation shall not apply in the event and to the extent of a court or official order.

XII. Final Clauses

(1) Disputes arising from the present contractual relationship shall be governed exclusively by Swiss law. The place of jurisdiction is the court with jurisdiction at the registered office of CRT AG in Stein (AG).

(2) Should one or more clauses of these terms and conditions be invalid in whole or in part, this shall not affect the validity of the remaining contractual clauses. In this case, the invalid or void clause shall be replaced by a new, legally permissible clause which comes as close as possible to the invalid or void clause in terms of its economic effect. Should an invalid contractual clause not be subsequently corrected, it shall be replaced mutatis mutandis by a relevant statutory clause.

(3) The official language of negotiations, contracts and correspondence is German.

Version 1.0, Status: 02/2020