

General Terms and Conditions of Business First Sensor Lewicki GmbH

1. General

- 1.1 These General Terms and Conditions of Business ("**GTC**") apply to all sales, deliveries and other services (collectively also referred to "**Deliveries**") of First Sensor Lewicki GmbH ("**TE**"). Contrary conditions of the customer are not binding on TE even if the customer's order is based upon them or if the customer refers to them on forms or in other documents or TE fails to objecting to them.
- 1.2 TE's GTC likewise apply to all subsequent business, even if no further reference is made to them at the time when such transactions are concluded.
- 1.3 Supplementary or additional agreements, together with amendments and additions to the agreement and TE's GTC, are valid only if they are agreed in writing with TE.
- 1.4 TE retains the right to amend these GTCs, fully or partially, at any time without any prior notice whatsoever.
- 1.5 In case of any conflict between any order confirmation of TE and any order of a customer, the order confirmation of TE and these GTCs shall prevail over the order of the customer. In case of any conflict between any order confirmation of TE and these GTCs, the order confirmation of TE shall prevail over these GTCs.
- 1.6 If the customer resorts to support by any affiliates or third party providers in fulfilling the respective agreement with TE, the customer undertakes that such affiliates and third party providers fully adhere to these GTCs as well as any agreement with TE.

2. Offers, Scope of Deliveries, Documentation

- 2.1 Offers of TE are always made without obligation. Agreements with TE shall always be concluded only with TE's order confirmation of an order of a customer in writing that is based in content on TE's offer.
- 2.2 Any Deliveries are exhaustively specified in the relevant agreement. If any Deliveries shall be sold and delivered / rendered that are not specified in the respective agreement, such Deliveries require the explicit confirmation by TE and must be agreed upon by an instrument in writing and signed by TE in order to be legally binding upon TE.
- 2.3 Only technical information provided for in the relevant agreement or incorporated by reference shall be binding upon TE. No particulars given in TE's catalogues, price lists and further documentation are binding upon TE, but are provided for information only. Amendments to the specifications, product designs and other changes are reserved. They may influence delivery dates and times and prices.
- 2.4 Drawings, documentation, samples and other materials provided to the customer by TE prior to, with or during the term of any agreement remain the property of TE. No licenses are granted in any intellectual property / intellectual property rights of TE and its affiliated companies. Intellectual property and related rights must be respected. In particular, the duplication or disclosure of supporting materials, documents or samples, especially, but not limited, of materials, which are protected by copyright, is prohibited without the consent of TE. On request, all such drawings, documents samples and other materials must entirely be returned to TE upon first request.

3. Prices

- 3.1 Prices are quoted in the offered currency with packaging, exclusive of VAT and any other taxes (if any), and save where otherwise agreed in writing, FCA relevant TE plant/warehouse (Incoterm 2020) with all related customs duties and levies. The place of the TE plant/warehouse is determined in the offer provided by TE.
- 3.2 Prices are generally adjusted once each year. Accordingly, all agreed prices and payment terms remain valid for not more than twelve (12) months from the date of the TE offer.
- 3.3 Notwithstanding Clause 3.2 above, TE may adjust agreed prices unilaterally if and to the extent costs incurred by TE, in particular, but not limited to, wages, raw material, transportation and energy costs, undergo significant changes, TE is entitled to request an appropriate change of

the agreed product prices. If the customer declines such price changes or if negotiations between the parties on such price changes do not result in a new agreed price within one month of the notice to take part in such negotiations, TE is entitled to give unilateral written notice of termination of the agreement with immediate effect and without any liability. The foregoing is without prejudice to individual orders confirmed by TE but not yet fully processed at the time notice is given. The parties are at liberty to extend the one-month negotiation period for price changes by mutual agreement in writing.

- 3.4 Any Deliveries not specified in the relevant agreement shall be sold and delivered / rendered by TE at the customer's sole costs and expenses in accordance with TE's standard rates for such Deliveries prevailing at the date of sale and delivery / provision.

4. Delivery Lead-Times, Part-Delivery

- 4.1 Delivery or shipping dates are approximate only and merely represent TE's best estimate of the time required to make delivery or shipment, unless specifically agreed otherwise in the respective agreement and / or with respect to customer's obligation to make all related payments.
- 4.2 If the delivery lead-time is indicated as a period (and not as a specific date) it begins upon the date of TE's written order confirmation.
- 4.3 Every delivery lead-time are subject to timely delivery by TE's suppliers and shall be suitably extended if TE is not able to obtain the relevant Deliveries for reasons beyond TE's reasonable control, if required information or documents or customer-procured products necessary for production are not received in due time by TE, if these are subsequently amended by the customer without the consent of TE or if a down payment is received late.
- 4.4 If failure to comply with the delivery lead-time is not caused by the sole fault of TE, the customer shall not derive from that fact a right to withdraw from the agreement or to waive delivery or seek compensation. For the rest, the limitation of liability stated in Sec. 11 shall apply.
- 4.5 Part-deliveries are permitted. In the case of long-term supply contracts, each part-delivery shall be regarded as a separate transaction. The impossibility of making a part-delivery or delay in effecting a part-delivery does not entitle the customer to withdraw from the whole agreement or to claim compensation.

5. Dispatch, Acceptance of Deliveries by the Customer

- 5.1 If TE dispatches its Deliveries EXW (at the time hereof, Incoterms 2020), such Deliveries shall be dispatched EXW the relevant plant/warehouse.
- 5.2 If acceptance of Deliveries is either delayed or rendered impossible for reasons for which TE is not responsible, TE is entitled to store the Deliveries for the account and at the risk of the customer at its own premises or with third parties. The relevant obligations of TE shall then be deemed to have been performed.
- 5.3 If not agreed upon otherwise in the relevant order of the customer and the related order confirmation of TE, the Deliveries will be packaged for transport in accordance with the prevailing standard packaging terms and conditions of TE (cartons, which are not suitable for stacking).

6. Documents, Payment, Offsetting, Interest on Late Payment

- 6.1 If the goods are picked up by a carrier or another 3rd party (e.g., FCA (Incoterms 2020), be it on behalf of TE, be it on behalf of the relevant customer) or if TE delivers the goods to a cross-dock, the customer is obliged to make available to TE proof of export (POE) documents within one month from when the goods have been picked-up or from when the goods have arrived at the cross-dock respectively. If the customer fails to provide the POE documents, alternative documents such as import customs declaration from the import country shall be provided. If within the above time frame the customer has not provided the required documents, TE reserves the right to charge any possible taxes, duties and levies as well as any costs and expenses resulting from this.
- 6.2 At any point in time during the contractual relationship, the customer is obliged to ensure that TE is notified of the correct and valid VAT identification number of the part of the enterprise (main company/branch office) under which the Deliveries are ordered from TE.

- 6.3 All invoices are payable net within 30 calendar days after the invoice date. Different agreements may be reached between the parties but shall only be valid when made in writing.
- 6.5 All payments must be made by wire transfer only in the currency prescribed in the relevant order confirmation of TE, without any deductions whatsoever.
- 6.6 Offsetting of counter-claims of all kinds by any customer towards TE is excluded, save where such counter-claim has been expressly accepted by TE in writing or is finally and bindingly awarded by a court.
- 6.7 Where several claims are outstanding, TE is entitled to decide which particular claims are settled by the customer's payments.
- 6.8 The withholding or reduction of payments because of complaints is permitted only with the express consent of TE.

7. Late Performance by the Customer, Insolvency

- 7.1 If the customer is late in making a payment, either in whole or in part:
 - (a) all payment obligations of the customer existing in relation to TE, including those arising from other contracts, shall fall due for immediate settlement. The same provision applies if the customer is in cessation of payments or if legal composition, bankruptcy or similar proceedings are applied for or imposed with respect to its assets and if other circumstances which threaten to result in the customer's insolvency become known;
 - (b) the customer shall automatically and without the requirement of any reminder by TE (*Mahnung*) be in default, and shall become liable for late payment interest (*Verzugszins*) with effect from (and including) the day immediately following the last day of the applicable payment period at the statutory rate;
 - (c) the customer shall compensate TE for any damages and losses that TE incurs from the customer's delayed payment (*Verspätungsschaden*);
 - (d) the customer shall bear any consequences of any accidental damages to or destruction of the relevant Deliveries (*Haftung für den Zufall*), in case the risks (*Gefahrtragung*) relating to the relevant Deliveries have not already been transferred to the customer pursuant to these GTCs and / or the relevant agreement.
- 7.2 In the event of late payment by the customer, TE, without prejudice to its other statutory and contractual rights, may decline in whole or in part to make further deliveries under this or any other contract or make them dependent upon an advance payment or provision of surety.

8. Transfer of benefit and risk

- 8.1 Any benefits and risks relating to any Deliveries transfer from TE to the customer in accordance with the prevailing Incoterms.
- 8.2 If a customer is delayed in taking over or accepting any Deliveries, in default with any payment or delays TE's delivery for reasons for which the customer is responsible, the benefits and risks related to the relevant Deliveries shall nevertheless transfer from TE to the customer.
- 8.3 These rules also apply to replacement Deliveries.

9. Retention of Title

- 9.1 Any Deliveries, which have been sold by TE to customers remain the property of TE until full payment of the sale price has been received and full settlement of all present and future claims of TE against the customer under and in accordance with the relevant agreement and any related pending business transactions ("**Retention**"). If the customer fails to fully meet his payment obligation, he thereby acknowledges the right of TE to require immediate return of the goods concerned and to arrange for the refund of any installment payment already received.
- 9.2 The customer shall assist TE in any measures that are necessary to protect TE's title and ownership in any Deliveries. The customer particularly authorizes TE, upon conclusion of the relevant agreement, to register, at the customer's cost, its title in public books or registers in accordance with the relevant national laws and to execute all required documentation. The customer shall store and maintain the Deliveries at its cost for TE for the duration of the period of Retention and insure them for the benefit of TE against fire, natural hazard, earth quake, damage (including breakage and vandalism, transport damage) and loss (including theft and in

- transit). Further, the customer shall take all necessary measures to ensure that TE's title and ownership is neither impaired nor rescinded.
- 9.3 Any Retention does not affect the transfer of benefit and risk set out in Sec. 8.
- 9.4 If the customer breaches the relevant agreement, in particular by not paying the purchase price when due, TE shall have the right to withdraw from the respective agreement and/or to demand return of the Deliveries that are subject to Retention. Demanding return of the Deliveries subject to Retention does not have to constitute a declaration of withdrawal from the relevant agreement. Rather, TE is entitled to demand return of the Deliveries subject to Retention and to reserve the right of withdrawal from the relevant agreement. If the customer refuses to return the Deliveries subject to Retention, TE shall have the right to enter the customer's business premises and to remove the Deliveries that are subject to Retention. Any preliminary measures to prevent the customer from removing the Deliveries that are subject to Retention (including actual enforcement) remain reserved.
- 9.5 The customer is authorized to sell and/or to process Deliveries that are subject to Retention in the ordinary course of its business, subject to the following specific provisions:
- (a) If Retention continues when Deliveries are combined with third-party goods, TE shall be granted co-ownership proportionately to the invoiced value of the combined goods.
 - (b) The customer hereby assigns the receivables from third parties relating to the sale of these goods to TE as security, in full or proportionately based on any co-ownership rights in accordance with the preceding sub-Clause 7.5(a). TE herewith accepts this assignment. The obligations of the customer set out in Clause 7.6 shall also apply accordingly with respect to the assigned receivables.
 - (c) The customer remains authorized to collect the receivables and TE undertakes not to collect them as long as and to the extent the customer (i) fulfils its payment obligations to TE, (ii) is not in arrears, with any payments, (iii) has not delayed or stopped payments and (iv) has not filed an application to open insolvency or statutory restructuring proceeding. In such case, the customer shall notify the relevant debtors (third parties) and provide TE with all information that TE may require to collect the assigned receivables.
 - (d) If the realizable proceeds of the assigned receivables exceed the level of all secured TE's claims by more than 10%, TE shall release the corresponding part of the security of its choice at the customer's request.
- 9.6 Any Deliveries that are subject to Retention must not serve as security until full payment has been received by TE for the secured receivables. The customer shall immediately notify TE if a third party tries to encumber Deliveries that are subject to Retention.

10. Warranty

- 10.1 The warranty period (*Verjährungs- und Verwirkungsfrist*, and not a *Garantiefrist* or *Rügefrist*) for newly delivered Deliveries is one year, for replacement deliveries in accordance with Sec. 9.4 one year calculated from the date of transfer of risk, irrespective of whether any Supplies are integrated in any products of the customer and whether such products are movable or not. Article 210 Swiss Code of Commercial (OR) shall not apply.
- 10.2 TE makes no express or implied warranty extending beyond the Deliveries conforming to the TE product specifications and / or the agreed product specifications. In no case does the warranty of TE extend to merchantability or fitness for a particular purpose. Any warranty for defects in title (*Rechtsgewährleistung*) shall not extend to the use of any Deliveries by the customer, in particular any violation of third party rights when including the Deliveries in its own products. TE does not grant any guarantee for the persistence of specifications beyond transfer of risk.
- 10.3 TE must be notified of any defects in the goods without delay in writing. Obvious defects must be reported within five calendar days of delivery. Hidden defects must be reported immediately but no later than within five calendar days of the time when they were detected or could have been detected, failing which the customer shall forfeit all claims arising out of the warranty. The customer shall further forfeit any warranty claims if and to the extent there has been (a) improper installation or testing, (b) failure to provide a suitable operating environment, (c) use of the Deliveries for purposes other than that for which it was designed, (d) failure to monitor or operate the Deliveries in accordance with applicable TE specifications and good industry practice, (e)

- unauthorized attachment or removal or alteration of any part of the Deliveries, (f) unusual mechanical, physical or electrical stress, (g) modifications or repairs done by other than TE, (h) mishandling during shipment of the Deliveries. (i) any other abuse, misuse, neglect or accident, or (j) the customer recovers the damages otherwise (e.g., but not limited to, from insurance coverage or tax reduction).
- 10.4 If TE considers the customer's claim for breach of a warranty of TE based on defective Deliveries justified, TE shall, at its option, either provide a replacement free of charge or effect repairs (*Nachbesserung*) within the time frame then possible for TE or grant an appropriate price reduction (*Minderung*), the replacement and repairs subject to the customer returning the defective Deliveries to TE at TE's costs and expenses. If the substitute delivery or repair is likewise defective, the customer may request an appropriate price reduction. Further claims of the customer, in particular for rescission and termination of the relevant contract (*Wandelung*) are expressly excluded, regardless of the legal basis on which they are made. The limitation of liability pursuant to Sec. 11 likewise applies.
- 10.5 Complaints regarding part-deliveries do not entitle the customer to decline performance of the whole contract by TE.
- 10.6 Deficiencies of any kind of any Deliveries do not entitle the customer to any claims, rights and remedies other than those stipulated in Sec. 10 and 11.

11. Liability

- 11.1 To the extent permissible by law, liability of TE shall be limited in every case – even in the event of liability based on the infringement of intellectual property rights – to compensation for direct and immediate damages of the customer (i.e. re-installation or product exchange costs, sorting costs, direct labour costs or direct recall costs where recalls are mandatory under the applicable law). Any other liability including but not limited to loss of chances and profit, loss of revenues, loss of data, loss of use, indirect, consequential and punitive damages is hereby excluded. To the extent permitted by law, TE is only liable for damages to the extent that it has caused such damages by intent or gross negligence. Liability of TE for acts and omissions of any auxiliary persons (*Hilfspersonen*) in the sense of the Swiss Code of Commercial (OR) shall be excluded.
- 11.2 To the extent permissible by law, in no event shall TE be liable under any agreement for more than 5 percent of the value of the individual delivery concerned in total under whatever legal title.

12. Medical and other Specific Applications

In connection with any anticipated use of Deliveries by the customer in specific applications, such as, but not limited to, medical applications, unless otherwise confirmed in a written agreement executed by duly authorized representatives of TE, customer acknowledges and agrees that:

- (a) Deliveries are manufactured under normal industrial conditions, which may not satisfy the requirements applicable to products manufactured for certain specific applications. It is the sole responsibility of persons contemplating specific uses, such as medical uses, of the Deliveries to comply with all applicable laws, regulations, codes and standards, including but not limited to the U.S. Federal Food, Drug and Cosmetic Act and regulations of the U.S. Food and Drug Administration.
- (b) The Deliveries have not been designed, manufactured, tested or qualified for use in certain specific applications such as medical applications (including life support systems) and customer has not sought or received any rulings from the FDA or any other government agency as to the safety, effectiveness or appropriateness of its products for such specific applications. Persons intending to evaluate or to use Deliveries for specific applications, in particular, but not limited to, medical purposes must rely on their own medical and legal judgment without any representation on TE's part.
- (c) The customer will indemnify, defend, and hold harmless TE and its officers, directors, employees, agents, and contractors from and against any and all losses, claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or based upon any bodily injury or property damage arising from customer's incorporation of products as part of any product made by customer for specific applications that TE has not expressly

approved in writing, such as, but not limited to, medical applications, including without limitation cardiac pacemakers, defibrillators, electrodes, leads, and programmers, and components therefore. TE shall give customer written notice of any such claim and shall cooperate in the defence of such claim at customer's costs and expense.

13. Resale

- 13.1 Customer agrees that it shall not resell any Deliveries purchased from TE unless it fully agrees with, and fully adheres to, the terms and conditions of TE that apply to any resale of any Deliveries by the customer.
- 13.2 TE shall not be obligated to provide any warranty service or other technical support for any of its Deliveries not purchased directly from TE or an authorized distributor of TE.

14. Intellectual Property and Intellectual Property Rights

- 14.1 TE and any of its affiliated companies are and remain the owners of any and all intellectual property in any Deliveries, including in particular, but not limited to, all industrial and intellectual property rights and any knowhow, and no sale and delivery and/or any provision of any Deliveries by TE to any customer shall lead to any transfer of any industrial or intellectual property or any industrial or intellectual property rights. In the case of orders whose performance includes development services, TE is and remains the sole proprietor of the development results including, but not limited to, all concepts, drawings, samples, ideas, software, documentation and all other material, together with all intellectual property rights relating thereto or filed thereon. Rights of use or licenses for the customer in the developing result or in intellectual property rights are not granted either implicitly or explicitly. In case of any projects that are expected to lead to the creation of development results, the Parties agree that a separate Development Agreement with details governing the full ownership of all industrial or intellectual property embodied therein by TE shall be put in place by both Parties.
- 14.2 Neither these GTCs and any agreement with, nor any purchases of any Deliveries by, any customer shall be construed to confer upon the TE customer or its own customers any license under any patent or other proprietary rights of TE, except the right to use the Deliveries for the purposes for which they are sold / rendered. In that respect, but also to the extent required when granting any customer access or insight in any data, documents and information relating to any Deliveries, such access or insight shall constitute a perpetual, non-exclusive, non-transferrable, non-sub-licensable and non-alienable license of TE to the customer with respect to the relevant data, documents and information. TE expressly reserves the right to claim any license fee from said TE customer or their customers. TE also reserves the right to terminate any such licence at any time without notice with immediate effect.
- 14.3 Upon TE's first request, customer shall return any data, documents and information about TE and / or any of its products and services that is in the customer's possession or influence, as determined by TE in its sole and absolute discretion, even if it reaches beyond what is provided for in Sec. 2.4.
- 14.4 The customer shall solely be responsible that its products and services that include or are based on Deliveries do not violate any third party industrial or intellectual property or any intellectual property rights.

15. Trademarks

The customer shall not use any corporate name or trademarks belonging to or licensed to TE or its affiliates other than as instructed by TE in writing. No license should be construed to be granted either implicitly or explicitly in any TE Trademarks, by the sale of products bearing any such Trademarks or otherwise.

16. Force Majeure

In the event of force majeure or other exceptional events for which TE is not responsible, which make a delivery, fully or partially, be it at all, be it on time, impossible or substantially more difficult, TE may restrict or suspend the delivery for the duration of such obstacle or withdraw from the agreement. Force majeure includes, but is not limited to, war, unrest, rebellion, acts of terrorism and sabotage and similar events, strikes or other industrial conflicts, newly enacted

laws and regulations, delay caused by actions or omissions on the part of a government/authorities, elementary events (e.g. flooding, storms, hail, snowfall), earthquakes or other exceptional natural events, epidemics and pandemics as well any consequential governmental restrictions (e.g. restrictions of trade, any curfews or similar) and/or any shortfall of any public infrastructure (e.g. transportation, energy and IT supply). Under no circumstances shall TE be held liable for claims related to non-performance, improper performance or belated performance of contractual obligations due to a force majeure event.

17. Third party claims

If a third party claims damages from TE, imposes sales bans or invokes similar precautionary measures on TE and/or any Deliveries because of a use of Deliveries by the customer in violation of TE's instructions at such third party, improper functionality of products of a customer in which it integrated Deliveries or products and services of a customer that are based on Deliveries, or any of the customer's products and services violates any third party intellectual property or intellectual property rights, irrespective of the underlying grounds, or other similar grounds, the customer undertakes to fully assume the dispute with such third party and shall fully indemnify TE against, and hold TE fully harmless from, any damages and losses (including reasonable agent's fees) that TE may incur from such claims, precautionary measures or similar actions of such third party.

18. Export Controls, Compliance

The customer agrees to fully comply with all applicable import, export, and sanctions laws and regulations, including but not limited to those of the United States, European Union countries, Switzerland, China, or other jurisdictions ("Trade Laws"). TE and customer warrant that neither TE or customer nor any parent, subsidiary, or affiliate of the customer is or has been a sanctioned party or is listed on any government restricted parties lists; and TE and customer shall immediately notify the other party if the Party, its parents, any subsidiary or affiliates is, or becomes, listed as a sanctioned party. The customer will not directly or indirectly sell, export, re-export, release, or otherwise transfer TE Products for or to any prohibited or restricted end-use, end-user, end-destination or in violation of any applicable Trade Laws or in this section 18; the customer shall immediately notify TE if the Party violates or is aware of a violation related to TE Products. TE reserves the right to refuse to enter into or perform any order, and to cancel any order or Deliveries hereunder, and/or terminate Deliveries, if TE in its sole discretion, has reason to believe that the transaction would violate or is a diversion contrary to any Trade Laws, or is contrary to TE's core values or policies. Any such termination shall be in accordance with the applicable order agreement. Upon request by TE, the customer shall provide the export classification and export requirements for any information that will be disclosed and mark any item subject to export controls with the applicable export classification and jurisdiction. TE and customer shall not disclose, transfer, or release any export-controlled Deliveries hereunder to its employees, affiliates' employees, or third party without the required export authorization or complying with applicable government registration requirements. If TE or customer obtains the required export authorization for any Deliveries hereunder, such Party must inform the other Party of the issuance of such an export authorization and any required information, including all changes to recipients of such information, to maintain compliance with the export authorization. If requested, TE, customer, or its affiliate agrees to sign written assurances and other export-related documents as may be required for the other Party or its affiliate to comply with export controls. Upon request by TE, customer shall provide the applicable product classification based on the World Customs Organization Harmonized System ("HS code"), country of origin, import restrictions or licenses, and any other applicable information required for customs clearance. TE and customer agree to comply with the minimum supply chain security criteria and other customs requirements as provided in the supply chain security programs (i.e. Authorized Economic Operator ("AEO") or Customs Trade Partnership Against Terrorism ("C-TPAT")) applicable to the shipment of goods to customer. This obligation survives any termination of this agreement. The customer shall indemnify and hold TE harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from its breach of the provisions in this Section 18. The

customer shall inform TE as soon as it is practicable after (i) receipt of any claim, complaint, charge, investigation, or proceeding under Trade Laws involving the customer, (ii) after submitting a disclosure of any violation under Trade Laws to an applicable governmental regulator, or (iii) after becoming aware of any material violation of Trade Laws.

19. Confidentiality

The customer must keep secret all confidential data, documents and information received from TE in the context of the business relationship or which it gains access to about TE and any of its products and services and refrain from disclosing it to third parties and must not use it for any purpose than the use agreed upon with TE in the relevant agreement, unless with respect to which TE has expressly stated that such data, documents and information are of a non-confidential nature or with respect to which the non-confidential nature is outright visible from the type of the relevant data, document or information.

20. Miscellaneous

20.1 Should any provision of these GTC or part thereof be or become void, invalid or ineffective, such void, invalid or ineffective provision or part thereof shall not affect the validity of the other provisions or the other part of the affected provision. The void, invalid or ineffective provision or void, invalid or ineffective part thereof shall be replaced by a valid provision or part thereof, which as far as possible satisfies the same originally intended legal and economic purpose without being itself void, invalid or ineffective.

20.2 No customer must transfer or assign any agreement with TE or any interest therein, by operation of law or otherwise, without the prior express written consent of TE. Any attempted transfer or assignment without such consent shall be void. TE may assign any agreement with a customer or any interest therein at any time to any affiliate without the consent of the customer.

20.3 Any alterations of, and any amendments to, any agreement between TE and of its customers require an express agreement in text form by all involved parties.

20.4 No failure by TE to insist on strict performance of any term or condition hereof and / or any agreement with TE shall constitute a waiver of such term or condition or any breach thereof by TE, nor shall such failure in any way affect TE's legal remedies with respect to any default by the customer hereunder and / or any agreement.

21. Place of Performance, Applicable Law and Place of Jurisdiction, Special Domicile

21.1 The place of performance for the performance by the customer or by TE is Schaffhausen, Switzerland, unless not agreed otherwise in any agreement (including these GTCs).

21.2 Any legal relations between TE and any customer shall be governed solely by **Swiss law** to the exclusion of the conflict of laws principles and any international treaties. The Vienna Purchasing Convention (United Nations Convention on Contracts for the International Sale of Goods, 11 April 1980 (CISG)) is hereby specifically excluded.

21.3 All disputes arising out of the contractual relationship with any customer, relating to it or affecting its validity or the validity of these GTC shall fall within the sole jurisdiction of the courts at the place where TE has its registered office, at the date hereof, **Schaffhausen, Switzerland**. TE shall have the right, however, to invoke proceedings against any customer at the customer's place of business or the place where any products are located at any given time.

21.4 In case of a customer abroad, the place of incorporation of TE shall serve as a special domicile (Spezialdomizil) of the customer pursuant to art. 50 para. 2 Swiss Debt Collection and Bankruptcy Act (*Schuldbetreibungs- und Konkursgesetz*).