

General Terms and Conditions for services, the performance of work as well as for the supply of other deliverables by PHVR Engineering Ltd

1. Scope and validity

- 1.1 These GTC provide for the conclusion, content and performance of contracts for the provision of services, the performance of work as well as for similar contracts. Unless otherwise agreed, the General Terms and Conditions for Services provided by PHVR Engineering Ltd (GTC Services) shall apply for contract law services.
- 1.2 These GTC shall be considered accepted if the contractual partner orders from PHVR Engineering Ltd and reference is made to them in the offer or in the order confirmation. General Terms and Conditions of the contractual partner are explicitly excluded.

2. Offer and order

- 2.1 An offer submitted by PHVR Engineering Ltd is valid during the period mentioned in the offer. If there is no respective information, PHVR Engineering Ltd remains bound for 30 days.
- 2.2 If the order of the contractual partner deviates from the offer or from the order confirmation of PHVR Engineering Ltd, the offer, the order confirmation respectively, applies, unless the contractual partner raises an objection immediately after receipt.
- 2.3 Orders are only binding if they are placed in writing or subsequently confirmed in writing. Electronic orders are binding if this is foreseen in a written agreement between the parties.

3. Execution

- 3.1 PHVR Engineering Ltd undertakes to execute the agreed service faithfully and carefully, but owes no success.
- 3.2 If for the execution PHVR Engineering Ltd must enter the contractual partner's premises, it shall comply with client's company regulations, in particular with the safety regulations and house rules, which will be provided upon request.

4. Enlisting of subcontractors or third parties

- 4.1 PHVR Engineering Ltd reserves the right to enlist subcontractors or third parties for the provision of the services, unless provision of the services by a specific individual is mandatory and clearly defined in the offer.
- 4.2 PHVR Engineering Ltd remains responsible towards the contractual partner for the provision of the services.

5. Remuneration and expenses

- 5.1 The remuneration compensates for the services agreed upon in the contract. Unless expressly otherwise agreed, it is due net, excluding taxes and duties (value added tax, customs duties etc), from PHVR Engineering Ltd premises, without deductions.
- 5.2 Appropriate accommodation, travel and transport costs in connection with the provision of the services shall be paid by the contractual partner in addition, unless otherwise agreed.
- 5.3 If additional costs are incurred as a result of failure to provide information, material or any other impacting item or aspect, or if changes or additional requirements are added after the original offer was issued, such costs, including but not limited to manhours, shall be invoiced prorata by PHVR Engineering Ltd and compensated by the contracting party accordingly.

6. Terms of payment

- 6.1 Unless otherwise agreed, the payments are due at once, payable to PHVR Engineering Ltd within 30 days from the invoice date without any deduction. A penalty of 5% per Annum shall apply for late payment.
- 6.2 Services shall be invoiced, on a monthly basis, for all work performed in the previous month.
- 6.3 The payment dates must be complied with, even if the services are delayed for reasons, for which PHVR Engineering Ltd is not responsible, or if insignificant parts are missing or slight corrections are necessary.
- 6.4 Payment details, including but not limited to account number, company name, bank and contact person shall not be changed without confirming the change of details utilizing a thorough due diligence process. As a minimum, the contact details of the person making the request, the company name, the bank and account information must be verified. Failure to follow a thorough due diligence process will result in the contractual partner being wholly responsible for any incorrect payments and all terms of payment remain in force.

7. Retention of title

- 7.1 The delivered subject matter of contract remains the property of PHVR Engineering Ltd until all claims from the contractual relationship have been fully paid.
- 7.2 The contractual partner may only sell, pledge or transfer for security the delivered objects or data if they have fully met all payment obligations from the contractual relationship.
- 7.3 During the retention of title, the contractual partner shall carefully store, maintain, protect against theft, breakage, fire, water and other risks the delivered objects, and moreover take all reasonable measures in order that the property claim of PHVR Engineering Ltd is neither compromised nor cancelled until the objects or data are installed or used.

8. Delivery times and default of delivery

- 8.1 Delivery times are considered kept if before their expiry the notification of dispatch or readiness for acceptance from PHVR Engineering Ltd has been sent to the contractual partner.
- 8.2 If PHVR Engineering Ltd cannot comply with a delivery time for reasons for which it is not responsible (e.g due to unfulfilled obligations of the contractual partner or the fault of third parties), it is extended appropriately.

9. Place of performance

- 9.1 Unless otherwise agreed, the premises of the contractual partner are the place of performance.

10. Inspection and acceptance

- 10.1 The contractual partner shall inspect or check the subject matter of the contract within 7 calendar days and notify defects in writing, otherwise it shall be considered approved.
- 10.2 If during the acceptance inspection minor defects are detected, acceptance takes place anyway with the completion of the acceptance inspection. PHVR Engineering Ltd subsequently remedies the detected defects.
- 10.3 If during the acceptance inspection major defects are detected, acceptance is postponed. PHVR Engineering Ltd remedies detected defects and notifies the contractual partner of a new acceptance date.

11. Warranty

- 11.1 Where services are provided under the direct management and interface of the client, no warranty is provided after the service has been accepted.
- 11.2 PHVR Engineering Ltd warrants that the subject matter of the contract shows the agreed material and legal properties.
- 11.3 The rights arising from product defects expire within 12 months after the transfer of title and risk. The contractual partner must notify defects in writing within 7 calendar days after their detection.
- 11.4 If the subject matter of the contract is defective, PHVR Engineering Ltd can choose between remediation and replacement. Other claims of the contractual partner are expressly excluded.

12. Liability

- 12.1 PHVR Engineering Ltd is only liable for violations of contract caused through gross negligence or intentionally. Liability for auxiliary personnel is excluded.

13. Force Majeure

- 13.1 PHVR Engineering Ltd shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond its reasonable control, whether arising from natural causes or human agency (“Force Majeure”), including but not limited to acts of God, war, terrorism, insurrection, epidemics, sabotage, labour disputes, strikes, lock-outs, shortages of labour, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of PHVR Engineering Ltd source of supply, material or energy, acts, orders or priorities of any aviation authority or government (e.g. non-issuance of an export license or non-approval of service deliveries as well as the withdrawal of such an export authorization), and embargo.
- 13.2 PHVR Engineering Ltd shall notify the contracting partner in writing within two weeks following the occurrence of any event of Force Majeure citing this clause in said notice and shall supply all relevant information about its effects on the performance of its contractual obligations.
- 13.3 Unless mutually agreed to in writing, if PHVR Engineering Ltd is unable to perform because of Force Majeure, PHVR Engineering Ltd is temporarily excused from performance while the incident of Force Majeure is occurring and obligated to perform once the incident ends. PHVR Engineering Ltd shall not be subject to damage claims.
- 13.4 In case the duration of Force Majeure exceeds six months, the parties will have the right to terminate this contractual relationship immediately. Contractual obligations performed shall be remunerated. If the purchase price has been paid by the Customer in full, PHVR Engineering Ltd will refund the purchase price less the accrued costs and expenses of the contractual obligations.

14. Licenses and export regulations

- 14.1 Insofar as the contractual partner provides goods or data for the performance by PHVR Engineering Ltd, they keep PHVR Engineering Ltd informed at all times about national and international export regulations (e.g. ITAR) and notifies PHVR Engineering Ltd immediately in writing, if the goods or data provided are subject to these provisions in whole or in part. They comply with all applicable export regulations and disclose to PHVR Engineering Ltd, on request, all relevant information for this purpose. This obligation applies beyond the term of the contract.
- 14.2 Unless expressly otherwise agreed in writing, the contractual partner takes all measures required to obtain the official license needed for the provision of the services. In particular, they include national and international export regulations. PHVR Engineering Ltd provides the contractual partner with appropriate support.

Issue: 2024/1

Date: 17th January 2024

- 14.3 Where applicable for goods or data provided by the contractual partner for the performance, the contractual partner shall provide, no later than at the time of acceptance of the contract, the following minimum information:
- The customs tariff numbers of the country of consignment, and the countries of origin of all goods.
 - For controlled goods, the relevant national export control numbers must be indicated and, if the goods and/or services are subject to U.S. export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR) must be specified.
 - Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested, certificates of origin upon request.

15. Termination and revocation

- 15.1 The parties may terminate or revoke the contract in writing at any time.
- 15.2 In the event of termination of the contract, PHVR Engineering Ltd shall be entitled to compensation for services already provided.
- 15.3 In the event of termination at an inopportune juncture, claims for compensation of any resultant damages remain reserved.

16. Instructions and cooperation

- 16.1 Instructions by the contractual partner are only binding if they are given in writing or subsequently confirmed in writing. Instructions given electronically are on par with written instructions if they do not constitute a change of contract. Mere suggestions and proposals by the contractual partner are not considered instructions and do not have to be observed for the proper fulfillment of the contract.
- 16.2 The contractual partner undertakes to provide PHVR Engineering Ltd with all documents, information, approvals, rights of access and use required for the provision of the services, completely and in time to be able to fulfil the contract.

17. Non-Solicitation

- 17.1 In the event that the contracting partner directly or indirectly employs an employee of PHVR Engineering Ltd or a candidate introduced to the contracting partner by PHVR Engineering Ltd, within 12 months of the start of a contract or the associated introduction, the contracting partner shall compensate PHVR Engineering Ltd the equivalent of six months base salary of the employee or candidate.

18. Emerging intellectual property rights

- 18.1 Intellectual property rights (Copyrights, patent rights etc.) that are created during the performance of the contract), particularly on works, concepts, hardware and individual software including source code, program description in written or machine-readable form specially developed by PHVR Engineering Ltd belong to PHVR Engineering Ltd.
- 18.2 The contractual partner has a non-transferable and non-exclusive right to use the emerging intellectual property rights within the purpose of the contract. In the case of software this right includes the use on the hardware as agreed and their successor systems. For a changed operating system or higher performance class the modification and extension of the right of use requires the approval of PHVR Engineering Ltd.
- 18.3 Both parties are entitled to use and dispose of ideas, procedures and methods which are not protected by law, but without being under the obligation to disclose them.

19. Pre-Existing intellectual property rights

- 19.1 Pre-Existing intellectual property rights (Copyrights, patent rights etc.) remain with PHVR Engineering Ltd or third parties.
- 19.2 The contractual partner obtains a non-exclusive and non-transferable right to use the pre-existing intellectual property rights for the agreed purpose.

20. Infringement of intellectual property rights

- 20.1 PHVR Engineering Ltd shall contest at its own cost and risk any third-party claims arising from infringement of intellectual property rights for rights owned by PHVR Engineering Ltd. The contractual partner informs PHVR Engineering Ltd immediately in writing about claims of third parties due to infringement of intellectual property rights. The contracting party lets PHVR Engineering Ltd conduct a possible trial and take care of the measures and instructions for a settlement in court or out of court of the lawsuit. In case of a trial the contractual partner shall consult PHVR Engineering Ltd immediately. If necessary, they take first damage-reducing measures.
- 20.2 Under these conditions PHVR Engineering Ltd assumes the costs accruing to and damages paid by the contractual partner. In case of a settlement out of court PHVR Engineering Ltd makes the agreed payment to third parties only if it has approved it beforehand.

21. Confidentiality

- 21.1 Both parties shall treat in strict confidence all information which is neither generally known nor generally accessible and shall use it only for the purpose of fulfilling the concluded contract.
- 21.2 The parties shall ensure the confidential treatment by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.
- 21.3 Where services are provided by PHVR Engineering Ltd personnel on the premises or using the systems of the contracting partner, the contracting partner shall inform the personnel and provide all necessary processes and systems to ensure confidentiality.

Issue: 2024/1

Date: 17th January 2024

- 21.4 Confidential information of a party does not include information which:
- was already known to the other party, before it was made accessible by the disclosing party;
 - is or becomes generally known without the other party's responsibility;
 - was disclosed to the other party by a third party without any transfer restriction;
 - was developed by the other party itself without using or referring to the confidential information of the protected party;
 - must be disclosed based on a legally binding decision of a law court, administrative or other authority. In this case the party under the obligation to disclose must inform the other party immediately about the decision and support protective measures the other party may want to take.
- 21.5 This obligation of confidentiality already exists prior to the conclusion of the contract and remains valid for a period of 3 years after termination of the contractual relationship.
- 21.6 Without the approval of the other party the disclosure of information to third parties is not permitted.
- 21.7 Advertising and publications about specific services in connection with the contractual relationship require the written approval of the other party. Without the written approval of PHVR Engineering Ltd the contractual partner may not advertise the fact that a cooperation between the parties exists or existed and may not give PHVR Engineering Ltd as a reference.
- 21.8 If a party violates the above-mentioned obligations of confidentiality, it owes, unless otherwise agreed, a payment to the other party, unless it can prove that it was not at fault. For each case the payment amounts to 10% of the entire compensation for purchase-, service- and similar contracts or 10% of the annual compensation for continuing obligations, but no more than GBP 50'000.00 per case. This payment does not relieve the party from the obligation of confidentiality; but it is credited against the damages to be paid. Possible penal consequences remain reserved.

22. Data protection

- 22.1 Each party may have access to personal data (for example names, functions, business units, contact details and communication data) relating to the other party's employees, representatives, consultants, agents, contractors and other personnel ("Personnel"; "Personnel Data") in relation with the contract that is subject to these GTC. The parties agree that they act as independent controllers in relation with such Personnel Data unless otherwise agreed expressly by the parties. Personnel Data may be processed only in accordance with applicable law, applying appropriate security measures (e.g. technical and organizational measures, etc.), and only in order to enter into and perform the contract and compatible purposes including but not limited to order and payment processing, tolls, taxes and import/export management, customer relationship management, business accounting and general administrative purposes. Each party undertakes to inform its own Personnel about the processing of Personnel Data by the other party, in accordance with applicable law.

23. Compliance

- 23.1 The parties comply with applicable legal standards, particularly with competition and antitrust laws, industrial safety and child protection provisions (e.g. regarding conflict commodities), the prohibition of human trafficking and with the core conventions of the International Labor Organisation and with the Core conventions of the International Labor Organisation, as well with the provision against counterfeits or for the protection of the environment and of health (e.g. guidelines like REACH and RoHS). The contractual partner complies with the current code of conduct for business partners of PHVR Engineering Ltd, which will be provided upon request.
- 23.2 The parties commit themselves not to accept financial or other favours, if in return the giving party expects an unjustified advantage or is rewarded. They also commit themselves to observe the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions concluded within the OECD on 17 December 1997 also in private business transactions.
- 23.3 The parties shall commit their personnel, subcontractors, sub-suppliers and other third parties enlisted for the fulfilment of the contract contractually to compliance with this article.
- 23.4 If one of the parties violates the above-mentioned compliance commitments, it shall owe a contractual penalty, unless it can prove that it was not at fault. For each case of violation this penalty amounts to 10% of the total remuneration or 10% of an annual remuneration in case of a recurring remuneration, but no more than GBP 50'000.00. This payment does not relieve the respective party from its contractual obligations; however, it is credited against the compensation for damages to be paid. Penal consequences remain reserved.

24. Assignment and pledging

- 24.1 The contractual relationship or rights and duties therefrom can only be assigned or pledged after previous written approval of the other party.
- 24.2 The claims arising to the contractual partner from the contractual relationship may be neither assigned or pledged without the previous written approval of PHVR Engineering Ltd.

25. Set-off

- 25.1 The contractual partner shall not be entitled to set-off.

26. Applicable law and jurisdiction

- 26.1 For the rest material Swiss Law shall apply, excluding its rules on conflicts of legal systems (in particular Federal Law on International Private Law of 18.12.1987). The United Nations Convention on Contracts for the International Sale of Goods shall be expressly excluded.
- 26.2 For all disputes arising out of or in connection with the contractual relationship only the law courts at the domicile of PHVR Engineering Ltd shall be competent.