

ADDITIONAL CONDITIONS OF THE BORROWING AGREEMENT

[01.11.2022]

This English convenience translation is for information purposes only. The original German text is the legally binding version.

1. SCOPE

These supplementary conditions apply in the version valid at the time of conclusion of the contract to all borrowing agreements concluded between Sensopro AG ("Lender") and Borrowers for products of the Lender. Subsequent amendments or additions to these supplementary terms and conditions shall become part of the existing contractual relationship unless the Borrower rejects them within 30 days of becoming aware of them.

2. START AND DURATION

The borrowing contract begins with the installation date of the first contractual product or at the latest at the beginning of rendering the agreed services and lasts until the ordinary or extraordinary termination.

Additional terms and conditions are only valid if agree in writing.

3. DELIVERY AND ASSEMBLY

The delivery shall be made from the Lender's location (Incoterms FCA). The place of performance is the Lender's location. The benefits and risks shall be transferred to the Lender at the time of handing the product over to the carrier, transporter, etc.

Packaging and shipment take place at the Lender's discretion at the cost of the Borrower.

The delivery time stated in the contract is non-binding and is only regarded as an indication. Claims for damages due to non-compliance with the delivery time are excluded.

In the case of delays in shipment which have not been caused by the Lender, the contractual products shall be stored at the Lender on behalf of and at the expense and risk of the Borrower.

If delivery to the Borrower is not possible because the latter does not accept the goods or the delivery address has not been correctly provided, the Borrower shall bear the costs for the unsuccessful delivery.

Assembly and commissioning are carried out by the Lender and are charged in line with the Lender's prevailing cost rates.

4. ACCEPTANCE AND INSPECTION

Following assembly, the Borrower and the Lender must fill in and sign a takeover and handover protocol.

The Borrower is obliged to check the products and report any identified defects, including damages from transportation, to the Lender in writing within five working days after delivery of the products,

If the Borrower fails to do this, the products will be considered as having been accepted, but for hidden defects which were not detectable in the course of an ordinary inspection.

5. SOFTWARE AND TRAINING VIDEOS

Product line Sensopro Luna

Training videos and other videos played via the Video Kit, including the respective control software, are and remain the property of the Lender. The Borrower only acquires a personal, non-exclusive, indefinite right of use (licence) for these items, which is governed by the following provisions:

- Modifications, further developments, reverse engineering, decompilation, disassembly and translation are prohibited
- Copying, selling, renting or making these available to third parties in any other way and any use outside of or in a form other than through the video kit is prohibited
- The Lender is not obliged to further develop training videos and software. Any further developments and additional videos, etc. can be obtained for a fee.
- The Lender is not obliged to generate updates of the software. The Lender is entitled, however, to install updates of the software that remove bugs or improve stability or security, online via the internet connection at no cost to the Borrower. The customer therefore gives its consent and undertakes to provide a secure and quick data connection via the internet according to the Lender's specifications at its own cost.

Product line Sensopro Casa

The Borrower has the possibility to subscribe for training videos and other videos. If the Borrower makes use of this option, the General Terms and Conditions for the use of training videos apply.

When purchasing a Sensopro Casa, the Borrower will receive a voucher entitling him/her to use the training videos free of charge for a period of one year from the date of redemption of the voucher in accordance with the relevant General Terms and Conditions.

6. INVOICING

Invoices are issued by agreement on a monthly, quarterly, semi-annual basis or by means of invoices on account for an annual statement, in any case in advance of the relevant period.

7. INSURANCE

The Borrower is responsible for insuring the contractual product at the site (in particular against the risks of fire, water, liability and financial loss).

8. SENSOPRO'S SAFETY INSTRUCTIONS

The Borrower undertakes to adhere to all Sensopro instructions regarding the product especially regarding safety, safety checks, operating instructions, training concepts and the instructions received during the workshop. The Lender is not liable for any damages and injuries arising from the failure to comply with this obligation.

9. OWNERSHIP

The contractual products remain the property of the lender for the duration of the borrowing agreement and may not be transferred or pledged to third parties without the Lender's prior written consent. The Lender has the right to register the ownership rights at any time during the duration of the contract. In the event of a pledge, the Borrower shall inform the pledgee or the bankruptcy administration of the ownership of the contractual products. The Borrower undertakes to return the contractual products to the Lender in perfect condition after expiry of the loan contract, waiving any retention rights.

The Lender is entitled to transfer ownership of the contractual products to CoOpera Leasing AG or UBS Switzerland AG for a certain period of time. During this period, CoOpera Leasing AG or UBS Switzerland AG is entitled to the ownership rights.

10. TRANSFER IN GENERAL

The Lender may transfer rights and obligations arising from borrowing agreements to third parties. In this case, the third party's GTC's apply in addition to this agreement.

11. LIABILITY

The Lender is only liable for damages caused to the Borrower in case of breaching duties or obligations with gross negligence or wilful misconduct. Any liability for ordinary negligence and for acts or omissions of its associates (Art 101 Swiss CO) is excluded.

The Lender is not liable for any special, indirect, incidental or consequential damages including loss of use and loss of profit such as but not limited to interruption of operations and business, loss of training opportunities, additional consumption of consumables and material. In addition, the Lender is not liable for any damages of a punitive nature.

The Lender's total liability whether in contract, tort or otherwise shall be limited to the price of the products purchased or borrowed by the Borrower

Furthermore, the Lender is not liable for damage caused by normal wear and tear (consumables such as tapes, tubes, friends, springs), negligence in control, maintenance and operation, handling contrary to instructions and exceeding the maximum permissible use and stress, use by persons in an unsuitable state of health, installation in an unsuitable location, chemical or electrolytic influences, assembly or maintenance by other fitters than provided by the Lender, unauthorized modifications or repairs by the Borrower or third parties, inaccurate information on the part of the Borrower or other reasons for which the Lender is not responsible.

Insofar as provisions on the limitation of liability are or become invalid for any reason, they shall be interpreted in such a way that the limitation of liability is reduced to the maximum permitted by applicable law and shall be considered fully valid to that extent.

12. ORDINARY TERMINATION

The contracts end upon expiry of the agreed contract duration or upon termination by one of the parties in due time.

Termination of the contract in due time shall not release either party from its rights and obligations during the remaining period.

13. OPTIONS

The Lender may grant to the Borrower a right to purchase the contractual products at the end of the term.

Replacement of the contractual products before the end of the contractual period is possible after consultation and subject to entering into a new written agreement. An extension of the contractual arrangement is a matter of negotiation (usually for at least another 24 months after expiry of 75% of the original term).

In general, for all types of contract (except for purchase agreements), the new contract term and the fee to be paid are at least equal to the original price of the product. The rental fees paid up to the time of the change of the contract will be duly considered when agreeing the new fee for the additional period of the contract. Any difference due to the shortened term will be subsequently debited or credited.

Additional or different types of contracts may be requested from the Lender against payment of the respective costs.

Any option agreement shall only be valid if made in writing.

14. PAYMENT, DEFAULT

Payments must be made in advance and are due within 20 days after receipt of the respective invoice. In the event of default of payment, petition for protection from creditors (moratorium), bankruptcy or enforcement or similar measures against the Borrower, the Lender has the right to terminate the contract with immediate effect, to take back the contractual products and to discontinue the delivery of materials and services (services of all kinds). Furthermore, the Lender may request interest on arrears (9%) as well as compensation of the damages caused due to the early termination of the contract.

15. EXTRAORDINARY TERMINATION

If the Borrower fails to fulfill its contractually agreed duties and obligations, the Lender may (subject to the right to terminate with immediate effect pursuant to Section 14) set a 30 days' cure period, terminate the contract after the expiration of this period if the breach is not cured and take back all contractual products or discontinue the services. The Borrower shall nevertheless be obliged to make all payments for the agreed term of the contract, pay for repairs of any damage caused to the contractual products and compensate any damage caused to the Lender resulting from the extraordinary termination.

16. TAXES, PRICE CHANGES

The Lender is entitled to adjust the prices stated in the contract by means of written notification, especially if taxes and duties or the national consumer price index undergo a change (basis: date of conclusion of the contract).

If the adjustment of the prices and conditions is not based on increased or additional taxes, duties or a change in the national consumer price index, the Borrower is entitled to terminate the borrowing agreement by registered letter within 30 days after notification of the price adjustment with a notice period of 60 days.

17. INTELLECTUAL PROPERTY, COPYRIGHTS

Ideas, designs, plans, sketches, illustrations, instructions, descriptions and the like belong to – and shall always remain - the intellectual property of the Lender. The Borrower does not obtain or be granted any exploitation rights of any kind. Any exploitation or use by the Borrower beyond the agreed use of the products requires Lender's express written consent.

18. SIDE AGREEMENT

The provisions of this contract may only be amended in a written instrument executed by both parties. .

19. SEVERABILITY CLAUSE

Should provisions in these GTC be or become wholly or partially legally ineffective, this will not affect the validity of the remaining provisions and the void provision will be replaced by one which is as close as possible to the economic purpose of the void provision.

20. APPLICABLE LAW AND PLACE OF JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of Switzerland. The exclusive place of jurisdiction is Münsingen, Switzerland.