

GENERAL TERMS AND CONDITIONS

auxalia WESTCAM AG (hereinafter referred to as auxalia WESTCAM)

I. Scope of Conditions and Validity

(1) These General Terms and Conditions (hereinafter referred to as "GTC") apply to the conclusion, content and execution of contracts for the delivery of goods, software and data as well as to all services of an independent nature or in connection with the delivery of goods, software and data, be they auxalia WESTCAM's own or those of third parties on behalf of or through auxalia WESTCAM. (2) These terms and conditions are also the legal basis for all subsequent transactions, even if they are not separately agreed with the contractual partner each time. (3) Terms and conditions of the contractual partner are ineffective for the present legal transaction, as far as they have not been explicitly accepted in writing by auxalia WESTCAM. (4) In the provision of goods and services, the state of the art, as well as recognized professional and ethical rules, must be observed.

II. validity of contract

(1) All orders and agreements are only legally binding if they are confirmed in writing by auxalia WESTCAM. For compliance with the written form, sending by e-mail is sufficient. (2) Offers (quotations) of auxalia WESTCAM are in principle subject to change and non-binding. (3) Verbal agreements are only valid if they are confirmed in writing by auxalia WESTCAM.

III. scope of contract

(1) The scope of services is based on the order confirmation or a written description of services confirmed by auxalia WESTCAM and the contract partner. (2) The basis for the creation of individual programs (CNC programs, etc.) is the written service description. For the creation of CNC programs, standardized drawings or plans are sufficient. The performance specification must be checked by the contractual partner for correctness and completeness and marked with his approval. Change requests occurring later can lead to separate deadline and price agreements. (3) When ordering software programs, the customer confirms with the order that he is aware of the scope of services of the ordered programs.

IV. Service provision

(1) auxalia WESTCAM endeavors to meet the agreed deadlines of performance as closely as possible. (2) Services can be provided at auxalia WESTCAM's option by auxalia WESTCAM's own employees or by independent third parties on behalf of auxalia WESTCAM without the involvement and consent of the customer. (3) As far as the delivery and service is divisible, it can be provided by auxalia WESTCAM also in parts or be assigned to independent third parties. (4) Unless otherwise agreed, the transport of deliveries is at the risk and for the account of the contractual partner. (5) The contractual partner shall ensure that auxalia WESTCAM receives all documents necessary for the fulfillment and execution of the contract in a timely manner and that auxalia WESTCAM is informed of all processes and circumstances that are of importance for the execution of the contract. This also applies to all documents, processes and circumstances that only become known during auxalia WESTCAM's activities. Likewise, the contractual partner has to create the organizational framework conditions for the performance of services. (6) If the execution of the order is prevented by the contractual partner after signing the contract, auxalia WESTCAM is entitled to insist on fulfillment (plus damages) or to claim damages in the amount of the total fee. (7) If the execution of the order is not possible due to circumstances that constitute an important reason on the part of auxalia WESTCAM, auxalia WESTCAM is only entitled to the part of the remuneration that corresponds to the previous services. This applies in particular if the previous services are usable for the contractual partner despite termination.

V. Prices and payment

(1) Payments shall be made in accordance with the order confirmation. (2) Unauthorized payments shall be credited first to dunning charges, then to interest and then to the oldest outstanding debt. (3) Interest on arrears shall be 12% p.a.. (4) Validity, prices and billing modes of the service and hotline packages of auxalia WESTCAM can be found in the general hotline and support agreements. (5) The contract partner is not entitled to withhold payments due to incomplete total delivery, warranty or guarantee claims or complaints. (6) Any set-off of agreed payments with counterclaims by the contractual partner shall be excluded unless the counterclaim has been determined by a court of law. (7) The contractual partner acknowledges the right of auxalia WESTCAM that claims can be ceded or sold in principle. (8) The compliance with the agreed payment

dates is an essential condition for the execution of the delivery or service by auxalia WESTCAM. In case of non-compliance with the agreed payment terms, auxalia WESTCAM is entitled to stop any activity and delivery and to withdraw from the contract. The previous services of auxalia WESTCAM will be settled and the other party has to bear these costs. Further claims of auxalia WESTCAM for complete performance and payment as well as compensation for damages remain reserved by auxalia WESTCAM. (9) In case of orders that include several units, auxalia WESTCAM is entitled to invoice after delivery of each individual unit or service. For partial invoices, the payment terms established for the total order apply equally.

VI Acceptance, Notice of Defects

(1) In case of contracts for work and services, the performance of the acceptance of the service by the customer will be agreed upon in writing with the customer after the conclusion of the contract, but in time and coordinated with the schedules for the performance of the service. Unless otherwise agreed, the acceptance agreement shall include the time, scope, test procedure, criteria, location and - if relevant - the system environment of the acceptance, as well as the regulation of the handling of defects detected during the acceptance. (2) Upon acceptance, the use of the work contract results delivered by auxalia WESTCAM and the resulting risks are transferred to the customer. (3) If both parties cannot agree on an acceptance of the services, auxalia WESTCAM will, in the worst case, exercise its right to extraordinary termination of the contract with corresponding legal consequences for both parties. (4) Individually created software or program adaptations require a program acceptance by the client at the latest 4 weeks after delivery. If the Customer allows the period of four weeks to elapse without program acceptance, the delivered software shall be deemed to have been accepted as free of defects as of the end date of the said period. If the Customer uses the software in live operation, the software shall in any case be deemed to have been accepted free of defects. (5) Deliveries and services of any kind whatsoever, in particular also data made available, shall be inspected by the Contractual Partner without delay and notifications of defects shall be submitted in writing without delay. (6) If the contracting party fails to inspect deliveries and services, in particular data, or to give notice of defects, it shall waive any claim for damages it may have on account of defects. (7) Notices of defects shall only be valid if they concern reproducible defects and if they are made in writing within 2 weeks after delivery or service or, in the case of individual software, after program acceptance.

VII Warranty

(1) If there is a defect covered by the warranty, the customer can initially only demand a rectification of the defect. At auxalia WESTCAM's option, auxalia WESTCAM will either remedy the defect within a reasonable period of time and bear the resulting costs itself or deliver replacement goods. (2) If auxalia WESTCAM has not carried out the requested rectification of the defect, has not carried it out in time or has not carried it out successfully, the customer can make a deduction from the remuneration corresponding to the reduced value. In the case of significant defects, the customer may instead insist on the subsequent fulfillment or waive it and cancel the contract in whole or in part, retroactively to the date of the conclusion of the contract, with reversal of the mutual services provided to date and affected by the withdrawal. (3) If the defect cannot be remedied within a period appropriate to the cause of the defect, the customer shall set a reasonable grace period for remedying the defect. (4) If the rectification definitely fails, the customer can demand an appropriate price reduction or, in case of a significant defect that prevents the customer from using the work/purchase item as a whole, withdraw from the corresponding contract, provided that the customer has threatened the withdrawal from the contract in writing, granting a final reasonable deadline, and auxalia WESTCAM has not successfully rectified the defect by the expiration of this final deadline. (5) Those services (or parts thereof) that have already been provided essentially in accordance with the contract and can be used as such by the customer in an objectively reasonable manner are to be paid for in full. (6) Unless otherwise agreed in the contract, (1) the warranty rights become statute-barred within 6 months from the delivery of the delivery result by auxalia WESTCAM or its acceptance by the customer, (2) the periods for the replaced delivery results start anew after the elimination of defects. Differing warranties for third party products used are to be specified in the contract. (7) For the resale of third-party products (e.g. software), the

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scope of the customer's warranty and guarantee claims shall be governed exclusively by the specific product documentation of the manufacturer/supplier. (8) The contractual partner is not entitled to refuse acceptance, deliveries and services due to insignificant defects. (9) For programs that are subsequently modified by the contractual partner's own programmers or by third parties, any warranty shall be void. (10) auxalia WESTCAM is not responsible for delays in delivery and service as well as cost increases, which are caused by incorrect, incomplete or subsequently changed data and information or provided documents and cannot lead to a delay of auxalia WESTCAM. Resulting additional costs are to be borne by the contract partner. (11) In case of unjustified assertion of warranty claims auxalia WESTCAM is entitled to charge the costs incurred to the contractual partner with the respective valid cost rates. (12)

VIII. Exclusion of warranty

(1) The warranty is excluded in case of events or circumstances whose causes are not within the control of auxalia WESTCAM and are wholly or partly the responsibility of the customer (or third parties not authorized by auxalia WESTCAM) (e.g. changes to the software or customer software, malfunctions originating from the customer's network, improper use) as well as in case of force majeure. The contractual warranties also do not extend to resources provided by the customer (namely software licenses), even if these have been procured by auxalia WESTCAM for the customer or on his behalf. auxalia WESTCAM does not guarantee that works created or delivered by it (especially individual software) can be used uninterruptedly and error-free in all combinations desired by the customer, with any data, other IT systems and programs. Failure analyses, recommendations and remedies for failures for which the customer or third parties commissioned by the customer are responsible, which are based on errors in equipment provided by the customer (in particular software licenses) or which are carried out due to incompatibilities of the equipment provided by the customer in interaction with the solution provided by auxalia WESTCAM, are carried out according to "best effort" and are invoiced to the customer according to the effective effort.

IX. Liability

(1) The liability of auxalia WESTCAM for damages caused by slight negligence is explicitly excluded. (2) Likewise, liability for damages resulting from improper operation, changed operating system components, interfaces and parameters, use of unsuitable organizational means and data carriers, abnormal operating conditions, transport damages, lack of organizational framework and incomplete documentation is excluded. (3) Compensation for consequential damages and financial losses, unrealized savings, loss of interest and damages from third party claims against auxalia WESTCAM is excluded in any case, to the extent permitted by law. (4) Claims for damages expire in any case one year after the delivery or service has been provided. They are limited to the amount of the invoice for the delivery or service causing the damage.

X. Services, Software Support Services

(1) The performance of the contractual service and support services by auxalia WESTCAM shall take place, unless otherwise agreed, at our discretion at the location of the computer system or at our business premises within our normal working hours. If, by way of exception and at the request of the client, the service is performed outside normal working hours, the additional costs will be invoiced separately.

XI. Retention of title

(1) auxalia WESTCAM retains title to the delivered products and to the products and developments resulting from processing and treatment until the fulfillment of all claims now existing or arising in the future against the contractual partner. (2) The retention of title refers to those sums of money that are received by the client as a result of the sale of the goods and services provided by auxalia WESTCAM. The client is obligated to store these sums of money separately. (3) auxalia WESTCAM must be informed immediately of any measures that could endanger the retention of title. (4) The client bears all costs of an intervention procedure and all defense measures that auxalia WESTCAM deems necessary.

XII. Copyright and use

(1) auxalia WESTCAM or its licensors are entitled to all industrial property rights, copyrights and rights of use of the agreed services (programs, documentation, etc.). (2) The client receives exclusively the non-transferable right to use the software only for the hardware specified in the contract and to the extent of the purchased number of licenses for simultaneous use on multiple workstations. (3) The present contract only grants a non-exclusive, non-transferable right to use the work, unlimited in time and space. Distribution by the client is prohibited in accordance with copyright law. (4) The Customer's participation in the production of the Software shall not result in the acquisition of any rights beyond the use stipulated in the present Agreement. (5) If models, templates, etc. are taken over, auxalia WESTCAM assumes that the contract partner owns the copyright.

XIII Loyalty and Secrecy

(1) The contract partners commit themselves to mutual loyalty. (2) They further commit themselves to keep knowledge of any kind about the contract partner secret and not to pass on data or documents of any kind to unauthorized third parties. (3) This obligation shall also apply to third parties involved in the performance of mutual services.

XIV Applicable Law, Place of Jurisdiction and Final Provisions

(1) These General Terms and Conditions as well as all contracts shall be governed exclusively by Swiss substantive law to the exclusion of any treaty provisions, in particular the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980). (2) The place of jurisdiction shall be exclusively the competent court in Baden AG. (3) The place of performance for all services is agreed to be the location of auxalia WESTCAM in 5405 Baden Dättwil, unless otherwise stated in the order confirmation. (4) Should individual provisions of a contract or of these General Terms and Conditions of Business be or become invalid, this shall not affect the remaining content of this contract. (5) There are no supplements or collateral agreements to this contract. They, as well as the cancellation of this written form clause, are only permissible and effective in written form. (6) The contractual partner expressly agrees to the transmission of advertising mails from auxalia WESTCAM to him.