

General Terms and Conditions (GTC)

November 11, 2020

Preamble

These GTC apply to all modules and components within the joysteer® product range, sold by Bozzio AG (Bozzio) to equipment dealers, direct purchase users or installers (collectively called Customer). These GTC are considered accepted by Customer for all purchase orders submitted to Bozzio. Should there be a conflict between the terms of the purchase order and these GTC, the terms of these GTC shall control. These terms and conditions may be altered, modified or added only by a writing signed by Bozzio's President. No course of dealing or usage of trade shall apply unless expressly stated in a separate signed agreement by the parties. If Customer has not otherwise specifically agreed to these GTC, then Customer's acceptance of delivery of, or payment for, the goods sold by Bozzio to Customer shall constitute Customer's acceptance to these GTC.

§ 1 Notice of Defects

Notice of missing components and other complaints including defects must be filed in writing directly to Bozzio **within one week** after reception of the shipment at the address stated at the top of this document. If no complaint is made Customer within one week, the product shall be deemed accepted.

§ 2 Taxes

Customer is responsible for payment of any and all taxes, customs or other duties associated with Customer's order and whether or not invoiced by Bozzio.

§ 3 Price and Payment Terms

Customer shall buy all joysteer® products from Bozzio at the price indicated in our quote or invoice. Customer must pay all invoice(s) per the Payment Terms stipulated in Bozzio's quote. If Payment Terms are not stipulated in Bozzio's quote, payment shall be in accordance with Bozzio's invoice(s). Any past due unpaid balance shall bear interest at Ten Percent (10%) per annum. Any costs of collection, including court costs and attorney's fees shall be the obligation of the Customer. Delivery shall be Ex Works Bozzio's place DAP according Incoterm 2020.

§ 4 Certificate of Compliance

We certify that our products have been developed, fabricated, inspected, and tested according to the quality standards of ISO 9001:2015.

§ 5 Changing joysteer® products

Customer shall not remove or change any trademark, trade name, sign or other mark on any

part or component of joysteer® products or make any alteration in the construction or design of any part or component of the joysteer® products.

Customer is not entitled to commercialize joysteer® products under Customer name or under any other name than the official Bozzio trademark, provided that Customer may advertise the joysteer® products in association with the Customer's products and services.

Customer is not entitled to further develop or commercialize joysteer® products without a written permission from Bozzio.

Customer shall use all joysteer products only in accordance with Bozzio's instructions for the use intended.

§ 6 Warranty Limitation and Returns

Bozzio warrants their products against defects in materials or workmanship only.

Bozzio will repair or replace any defective part/module for the time period of **two years** after date of invoice to Customer.

These warranty repairs or replacements by Bozzio will take place free of charge, under the condition that all defective parts/modules are returned to Bozzio for assessment and product evaluation to verify it falls within the warranty. Return shipping costs to be paid by Bozzio. Replacement parts/modules will carry an invoice (Replacement Invoice). This Replacement Invoice will only be due if the Customer does not return the defective part/module to Bozzio within thirty (30) days of receipt of the replacement part(s)/module(s) or if the alleged defective part/module is determined by Bozzio to not be defective or covered by warranty. All repaired or replaced parts/modules will have again a new warranty of **one year**, starting from the date of this Replacement Invoice.

The Bozzio warranty does not cover defects caused by any accident, normal wear and tear, environmental conditions, workmanship under the responsibility of Customer, inadequate maintenance by Customer or a third party, unauthorized repairs by Customer or a third party, use of non-original components by Customer or by co-operating companies, incorrect fitting or assembly, failure to observe operating manuals, and/or Customer negligence, misuse, willful misconduct, damage caused by other machines in the same facility or defects resulting from any other reason beyond the control of Bozzio. The Bozzio warranty does not cover any Customer labor costs, nor any incidental costs, consequential damages, loss of profit or reputation of Customer, nor expenses incurred as a

result of a defect in joysteer® products.

BOZZIO MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EACH EXPRESSLY DISCLAIMED. No representations, understandings or agreements have been made by Bozzio or relied upon by Customer as to the Products, other than as stated herein. No agent, employee or representative of Bozzio, other than its President, has any authority to bind Bozzio to any other affirmation, representation, promise or warranty concerning the Products. If any model or sample was shown to Customer, such model or sample was used merely to illustrate the general type and quality of products and not as a promise or affirmation that the products would necessarily conform to the model or sample. This warranty may not be expanded or modified in any way, except in writing by Bozzio's President.

§ 7 Indemnification

Customer shall indemnify and hold harmless Bozzio and its parent, successors, employees, and agents, against and from any and all claims, losses or expenses (including court costs and actual attorneys' fees) that Bozzio incurs as a result of any alleged or actual breach by Customer of any of its obligations under these GTC, and third party claim resulting from Customer's actions, or any claimed patent, trademark or copyright infringement or any other claim resulting from Bozzio manufacture of the Good to Customer's specifications.

§ 8 Limitation of Liability

Bozzio shall have no tort liability to Customer with respect to any of the products sold pursuant hereto and Bozzio shall not be liable for any consequential, punitive, special or incidental damages arising from any warranty work, product defect, delay, non-delivery, recall or other breach. Customer shall have no right of rejection, refund or revocation after acceptance of the product or after Customer has used the product.

Bozzio's liability for any cause of action, of whatever kind and nature, shall not exceed and is strictly limited to, the amount of money already paid by Customer to Bozzio under the purchase order out of which the liability arose.

§ 9 Force Majeure

Bozzio and Customer are each excused from any act, omission or obligation to perform hereunder when such failure or default is caused by an act of God, fire, strikes, war, riot, insurrection, boycott, restrictions resulting from Covid pandemic, acts of

public authorities, delays or defaults caused by public carriers, inability to obtain raw materials or other causes, whether similar or dissimilar, beyond its reasonable control. Shipment or delivery dates are estimates based on Bozzio's current workload and are not guarantees. Further, Bozzio is not responsible for delays in filling any order caused by any reason.

§ 10 Secrecy

Customer shall not reveal any technical, intellectual and trade secrets of joysteer® products nor use such secrets otherwise than for the purpose of the agreement. Customer shall take all necessary precautions, reasonably calculated, to prevent any unauthorized disclosure of technical, intellectual and trade secrets by Customer's employees, cooperating companies, intermediaries, end users, and/or other parties.

§ 11 Choice of jurisdiction and choice of law

Any dispute, controversy or claim arising around our products or these GTC shall be governed by, and construed in accordance with Swiss law and any dispute arising or relating to our products or these GTC shall be brought in the courts of Switzerland which Swiss courts shall have exclusive jurisdiction over the adjudication of such matters, and each of the parties hereto hereby consents to the exclusive jurisdiction of Swiss courts and personal service, service by mail or any other method of service permitted by law with respect thereto.

§ 12 Miscellaneous

Customer must commence any action for a breach related to this transaction within one year after the cause of action accrues. Bozzio's rights and remedies hereunder are not exclusive but are in addition to all other rights and remedies provided by law or in equity. Bozzio's failure to demand strict adherence to these terms and conditions or to exercise any right or remedy shall not waive its right to later asset such. The headings contained in these GTC are included for convenience only and do not form a part of these GTC and shall not in any way affect the interpretation hereof. If any provision in these GTC is found to be unenforceable in whole, or in part, the remainder of these GTC shall remain in force and effect to the greatest extent permitted by law.