

General Terms and Conditions (GTC) of Oxidizing Systems GmbH

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A. General part

1. Scope

- 1.1. These General Terms and Conditions (hereinafter referred to as "**GTC**") of Oxidizing Systems GmbH (hereinafter referred to as "**Oxidizing Systems**") govern the conclusion, content and execution of all offers and contracts between Oxidizing Systems and its clients (hereinafter referred to as "**Client**"), even if no express reference is made to them. They shall also apply to all future offers and contracts with the Client, even if they are not separately agreed upon again.
- 1.2. The GTC are divided into two parts. The General Part contains the terms and conditions applicable to all types of contracts. The Special Part contains the specific terms and conditions of the respective contract. In case of contradictions between the General and the Special Part, the conditions of the Special Part shall prevail.
- 1.3. The specific content and scope of the services to be provided by Oxidizing Systems are set forth conclusively in the respective offer or the respective individual contract (including any other appendices explicitly designated as part of the contract; hereinafter collectively referred to as "**Individual Contract**"). These GTC as well as the associated individual contract conclusively regulate the contractual relationship between the parties. All previous contracts and agreements between the contracting parties concerning the subject matter of the contract (verbal or written) shall be replaced thereby, with the exception of any confidentiality agreements concluded prior to the conclusion of the respective individual contract. In case of contradictions between the individual contract and the GTC, the provisions of the individual contract shall prevail. Deviating terms and conditions of the Customer shall not apply unless Oxidizing Systems has expressly accepted their validity in writing.
- 1.4. Oxidizing Systems may amend these GTC at any time. The current version of the GTC is available under <https://oxidizing.systems/tos.pdf>. The GTC valid at the time of the conclusion of the contract (in writing or verbally) and available via the aforementioned URL shall apply.

2. Subject of the contract

- 2.1. Oxidizing Systems provides various IT services with a focus on consulting, software development, automation, digitalization and data analysis. The concrete content and scope of the individual services results conclusively from the respective individual contract.
- 2.2. Oxidizing Systems may engage independent subcontractors and/or freelancers (hereinafter "**Subcontractors**") to perform the subject matter of the Contract.
- 2.3. Oxidizing Systems is entitled at any time, with reasonable advance notice, to discontinue the provision of a service without compensation.

3. Conclusion of contract

- 3.1. Information in price lists, on the website (e.g. blogs) or in other advertising material of Oxidizing Systems as well as verbal information and information via chat, e-mails etc. do not constitute binding offers or assurances of characteristics or guarantees. This information is not to be understood as an offer.
- 3.2. Contracts between Oxidizing Systems and the client are concluded by mutual signing of an individual contract or by written order confirmation by Oxidizing Systems (e-mail is sufficient).
- 3.3. The conclusion of the contract with the customer is subject to the correct and timely delivery of Oxidizing Systems by its own suppliers.
- 3.4. Oxidizing Systems is entitled to make unilateral changes to the subject matter of the contract even after the conclusion of the contract, provided that such changes
 - are necessary or useful for the purpose of compliance with legal regulations or technical improvements, or
 - the contractually agreed or intended purpose is not impaired.

4. Delivery and acceptance

- 4.1. Oxidizing Systems fulfills the contractually owed performance by handing over the subject matter of the contract to the customer or a third party designated by the customer.
- 4.2. All contractual items must be inspected by the customer for defects immediately after delivery. Any defects discovered must be reported by the Customer in writing without delay - at the latest within 14 calendar days after delivery - and must be described and documented in an appropriate level of detail so that Oxidizing Systems is able to verify and understand the alleged defect. If the customer does not notify Oxidizing Systems of any damage or defects within the aforementioned 14 calendar days, the subject matter of the contract shall be deemed to have been approved without defects. Should the subject matter of the contract show hidden defects, the Customer shall notify Oxidizing Systems of such defects within the warranty period no later than 14 calendar days after their discovery in the aforementioned sense.
- 4.3. Formal acceptance with the participation of both parties shall only take place if this is expressly provided for in the individual contract.
- 4.4. Defects which do not exclude the intended use of the subject matter of the contract ("minor defects") shall not prevent acceptance.
- 4.5. Services are considered accepted in any case when the customer uses them productively or if acceptance has not taken place within 30 days after delivery for reasons beyond the control of Oxidizing Systems.
- 4.6. Oxidizing Systems guarantees delivery dates or the time of performance only if they have been explicitly guaranteed in the individual contract. If this is not the case, withdrawal from the contract, notice of default or claims for damages due to delays in the fulfillment of the contract on the part of the customer are excluded. Oxidizing Systems is entitled to make partial deliveries.

5. Default of acceptance by the customer

- 5.1. If a specific delivery date or time of performance was agreed upon at the time of the conclusion of the contract and the customer does not accept the duly offered performance, the customer is automatically in default of acceptance; in all other cases after Oxidizing Systems has set a reasonable grace period.
- 5.2. If the customer is in default of acceptance, Oxidizing Systems is entitled to deposit the subject matter of the contract at the expense of the customer, to otherwise dispose of the subject matter of the contract, to adhere to the fulfillment of the contract or to withdraw from the contract. The client is liable for any damage incurred by Oxidizing Systems as a result of the client's default in acceptance.

6. Performance changes / change management

- 6.1. The parties may request changes to the subject matter of the contract (scope of services, deadlines, costs, etc.) during the term of the contract in the form of so-called change requests.
- 6.2. If Oxidizing Systems has to perform extensive clarification work in the context of a change request from the customer, the customer must pay for the additional effort involved. In this case, Oxidizing Systems will submit a corresponding offer to the customer in advance, which the customer can accept or reject.
- 6.3. Change requests must be made in writing (e-mail is sufficient). Unless explicitly agreed otherwise, the parties shall respond to a change request of the other party in writing (e-mail is sufficient) within 10 days after receipt. In its response, Oxidizing Systems shall inform the customer in particular about the effects of the change request on the subject matter of the contract (scope of services, deadlines, costs, etc.). Subsequently, the requesting party must inform the responding party in writing within 5 days whether the change request is to be implemented within the proposed framework.
- 6.4. For all changes and additional services, the contractual agreements pursuant to these GTC and the associated individual contract shall apply, unless expressly agreed otherwise in writing in individual cases.

7. Duties and obligations of the customer

7.1. The Customer is obligated to create all conditions within its sphere of influence to enable Oxidizing Systems to provide the contractually agreed services. The duties and obligations of the customer include in particular, but are not limited to:

- Provision of the information, work materials, infrastructure and human resources required for the performance of the subject matter of the contract as well as access and access to them (including remote access); Oxidizing Systems may assume that the information and work materials provided by the Customer are complete and correct
- Ensure availability of and participation by knowledgeable and decision-making staff and/or third parties.
- Training of own employees regarding the subject of the contract
- Prompt response to inquiries from Oxidizing Systems (by phone and email within max. 2 working days)
- Participation in tests and any acceptance procedures within the specified time period
- Provide active support services in the performance of the subject matter of the contract as well as work assigned by Oxidizing Systems in this context (e.g., fault reporting, system integrations, etc.).
- Provision of any interfaces that may be necessary for the provision of the subject matter of the contract
- Provision of the third-party products (e.g. hardware and software) required for the performance of the subject matter of the contract and their adequate licensing
- Proactively informing Oxidizing Systems of existing or impending disruptions and hazards that may affect the performance of the subject matter of the contract.
- If necessary, transfer of contractual obligations to third parties engaged by the customer, provided that they are involved in the provision of the subject matter of the contract.
- Keep confidential any access data provided by Oxidizing Systems to the Client (no disclosure to unauthorized third parties); if the Client becomes aware that unauthorized third parties are in possession of such access data, the Client shall inform Oxidizing Systems immediately and comprehensively; the Client shall be responsible for all activities that occur via its access data
- Use of the subject matter of the contract in accordance with the law and the contract; if there are any indications of use in violation of the law or the contract, the customer is obligated to inform Oxidizing Systems of this immediately
- Payment of third-party fees and charges (Internet access fees, cantonal levies, etc.)
- Appropriate and periodic backup of own data; a backup of data and content has to be made in particular also prior to changes, interventions or repair work by Oxidizing Systems or third parties.
- Maintenance, care and protection of the own IT infrastructure
- Compliance with the instructions for use and handling of the subject matter of the contract communicated by Oxidizing Systems or third parties.

7.2. Further duties/obligations remain reserved. These may arise in particular from the individual contract. If the customer does not fulfill his obligations to cooperate, even after a written request (e-mail is sufficient) by Oxidizing Systems, Oxidizing Systems can stop the service provision. Oxidizing Systems is entitled to charge the resulting additional expenses to the customer on a time and material basis, whereby Oxidizing Systems reserves the right to assert further claims.

8. Prices

8.1. The prices for the provision of services shall be derived from the individual contract. Unless explicitly stated otherwise in the individual contract,

- prices are quoted in CHF net, excluding VAT and any other charges (e.g. customs duties, fees, etc.);
- shipping and packaging costs will be charged additionally to the customer
- additional expenses (e.g. travel costs, travel time, expenses, consumables, license fees, etc.) will be charged to the customer additionally
- the customer will be invoiced for any periodic charges under the individual contract one year in advance.

- 8.2. Services that Oxidizing Systems obtains from third parties and subcontracts to the customer may be invoiced in full (also in advance) by Oxidizing Systems to the customer.
- 8.3. Oxidizing Systems is entitled to change the prices at any time. Oxidizing Systems shall notify the Customer of any changes in an appropriate manner. If Oxidizing Systems increases the prices in such a way that they lead to a higher total charge for the customer, or if Oxidizing Systems changes a service purchased by the customer significantly to the customer's disadvantage, the customer may terminate the affected service early without financial consequences until the change takes effect at that time. If he fails to do so, he accepts the changes.
- 8.4. All information on availability and delivery time is given without guarantee and may change at any time. customer cannot derive any claims from a possible delay in delivery.

9. Terms of payment

- 9.1. Unless expressly agreed otherwise, all invoices are payable in advance and within 30 days and without any deduction. Objections by the customer to the invoice must be made within 10 days of receipt of the invoice. Thereafter, the invoice shall be deemed accepted by the customer. If the objections concern only a part of the invoice, Oxidizing Systems can demand that the unobjected part of the invoice is paid in due time. Upon termination of the individual contract, all outstanding amounts become due for payment.
- 9.2. If the invoice amount has not been received by Oxidizing Systems on the last day of the payment period, the delay in payment will occur automatically and without notice of default. In case of late payment, the customer owes a default interest of 5% from the due date. Oxidizing Systems is also entitled to claim reminder fees. All costs associated with the collection of the debt (e.g. collection costs, lawyer fees) will be charged additionally to the customer.
- 9.3. Upon the occurrence of default in payment, Oxidizing Systems is free to withhold products or services not yet delivered. In addition, Oxidizing Systems may - to the extent permitted by law - interrupt the provision of services, take further measures to prevent growing damage and/or terminate the individual contract without notice or compensation.

10. Place of performance

- 10.1. Unless explicitly agreed otherwise, the subject matter of the contract shall be provided at the registered office of Oxidizing Systems (e.g. also via remote access).

11. Warranty

- 11.1. Oxidizing Systems warrants that the subject matter of the contract complies with the contractually warranted specifications at the time of delivery and that no rights of third parties conflict with it when used in accordance with the contract.
- 11.2. Unless otherwise agreed in writing, the warranty period for services provided by Oxidizing Systems is 3 months. Consumables are excluded from this warranty. The warranty period begins with delivery to or acceptance by the customer. Any further warranty is excluded.
- 11.3. Oxidizing Systems strives for a high availability of its services. However, it cannot guarantee the uninterrupted and trouble-free functioning of its services.
- 11.4. Warranty claims can only be asserted due to defects that are reproducible or are comprehensibly described by the customer. Functional impairments of the contractual objects resulting from improper use by the customer or from other circumstances stemming from the customer's area of responsibility do not constitute a defect. The warranty for defects also presupposes that the customer has not modified the contractual objects himself or through third parties without authorization. The warranty also expires if the contractual items have been used contrary to the instructions of Oxidizing Systems.
- 11.5. After receipt of a timely notice of defect, Oxidizing Systems reserves the right to have the notified defect or damage inspected by its own employees or experts.
- 11.6. In the event of a defect covered by warranty, Oxidizing Systems is solely and exclusively obligated to remedy the defect at its own discretion by repair or replacement within a reasonable

period of time. Further or other warranty claims are excluded. The remedy of the defect may initially also consist of showing the customer reasonable possibilities of avoiding or circumventing the effects of the defect. If the contractual objects show legal defects, Oxidizing Systems will provide the customer with a legally unobjectionable possibility to use the contractual objects. Oxidizing Systems may alternatively replace the affected contractual objects with equivalent ones, provided this is reasonable for the customer. The Customer shall support Oxidizing Systems in the analysis of the causes and conditions of the defect as well as in its elimination to a reasonable extent.

11.7. If Oxidizing Systems provides services in the search for or removal of defects without being obligated to do so, Oxidizing Systems may charge for these services according to time and effort (e.g. defects claimed by the customer but not verifiable, damage due to improper handling, etc.).

11.8. Any return of the goods requires the prior written consent of Oxidizing Systems.

12. Liability

12.1. Oxidizing Systems is only liable for damages caused intentionally and by gross negligence, in case of personal injury also in case of slight negligence. Any further liability also for indirect damages, loss of profit, loss of data and consequential damages is - as far as legally permissible - excluded. If liability cannot be excluded to the extent described due to mandatory legal regulations, the liability of Oxidizing is in any case limited to 50% of the purchase price owed by the customer of the respective defective product or work result or to 50% of an annual fee (in case of recurring services) of the defective service, but not more than CHF 5'000.-. Oxidizing Systems excludes any further liability against itself, any auxiliary persons and/or vicarious agents.

12.2. The statutory liability under the Product Liability Act shall remain unaffected by the above provisions.

13. Intellectual property rights

13.1. Unless expressly agreed otherwise in these GTC or in the individual contract, all rights to the work results created by Oxidizing Systems or its subcontractors remain with Oxidizing Systems. In this case, the customer receives a non-exclusive, non-transferable, perpetual right to use the contractual work product.

13.2. Unless explicitly agreed otherwise, the customer retains the right to the content created by him. As far as necessary for the fulfillment of the contract, Oxidizing Systems receives the right to use content and programs received from the customer to the extent required.

13.3. Any intellectual property rights that pre-exist or arise in the course of the performance of the contract and are related to the performance of services by Oxidizing Systems remain with Oxidizing Systems or are transferred to Oxidizing Systems. Where a transfer of these rights is not possible by law, Oxidizing Systems receives a free, non-exclusive, sublicensable and transferable right to use the work result.

14. Third party property rights

14.1. Should third parties assert claims against the customer based on the infringement of their property rights as a result of the contractual use of the subject matter of the contract by the customer, the customer shall immediately inform Oxidizing Systems thereof in writing. Subsequently, the customer has to follow all instructions given by Oxidizing Systems. In particular, the Customer is prohibited from arbitrarily acknowledging the claims asserted by the third party. Furthermore, the customer has to refrain from anything that could hinder the defense of the claims by Oxidizing Systems. If the customer complies with these obligations, Oxidizing Systems can take over the legal defense of the property rights and demand the necessary authorization and cooperation from the customer. If the customer does not comply with these obligations, Oxidizing Systems is released from all related warranty obligations.

15. Secrecy

15.1. The parties undertake to maintain secrecy about all confidential processes, in particular business or trade secrets of the other party, which come to their knowledge in the course of the

preparation, execution and performance of the individual contract and not to disclose such information to outside third parties without the authorization of the other party. This shall apply vis-à-vis any unauthorized third parties unless the disclosure of information is necessary for the proper performance of the contractual obligations of the respective party.

- 15.2. Oxidizing Systems is entitled to publicly name the customer as a reference for marketing and sales purposes.

16. Privacy

- 16.1. Both parties agree to comply with Swiss and - if applicable - European data protection regulations and any further applicable foreign data protection regulations. In particular, the Customer shall at all times observe any regulations in this regard when using the services of Oxidizing Systems (for example, when collecting, storing and processing its own personal data), communicate any corresponding requirements to Oxidizing Systems and actively prevent abuses itself. He is responsible for the adequate protection of his own data.
- 16.2. Oxidizing Systems is entitled to collect, process, use and disclose personal data of the customer or its employees, bodies or third parties involved for all purposes related to the fulfillment of the contract. The consent also includes the use for marketing purposes.
- 16.3. The customer expressly authorizes Oxidizing Systems to process personal data related to him and to disclose it to third parties abroad. These recipients may also be located in countries where an equivalent level of data protection may not exist. The Customer expressly consents to the transfer of data to these countries.
- 16.4. In all other respects, the processing of personal data takes place within the framework of the currently valid privacy policy of Oxidizing Systems, which is available at <https://oxidizing.systems/privacy.pdf>. The privacy policy forms an integral part of any legal relationship between Oxidizing Systems and the customer.
- 16.5. The Customer expressly declares that consent has been given for the processing of personal data as described above and that the legal requirements for transfer to and processing by Oxidizing Systems have been met.

17. Duration and termination

- 17.1. Depending on the nature of the subject matter of the contract, the related contract is concluded for a fixed term, for an indefinite term or for a single transaction.
- 17.2. Unlimited contracts may be terminated by either party with three months' notice to the end of a calendar year, unless otherwise agreed in the individual contract.
- 17.3. For good cause, the contractual relationship may be terminated by either party with immediate effect. Among other things, the customer's default in acceptance and/or payment as well as the application for or opening of bankruptcy, insolvency, composition or comparable proceedings against the customer shall also be deemed to be good cause.
- 17.4. Notice of termination must be given in writing. The date of receipt of the notice of termination by the receiving contracting party shall be decisive for the timely delivery of the notice of termination.

18. Final provisions

- 18.1. Oxidizing Systems reserves the right to modify the GTC at any time. Oxidizing Systems will inform the affected customers in a suitable manner in advance about changes to the GTC. If the changes are disadvantageous for the customer, he can terminate the affected individual contract with Oxidizing Systems without any financial consequences until the change comes into effect. If the customer does not do so within 14 days, he accepts the changes.
- 18.2. A set-off with counterclaims on the part of the customer that are not recognized by Oxidizing Systems or have not been legally established is excluded.
- 18.3. The customer may not transfer any rights and obligations arising from the legal relationships existing between the customer and Oxidizing Systems to third parties (including affiliates of the customer) without the prior, express and written consent of Oxidizing Systems.

18.4. Should provisions of these GTC or of the individual contract be or become invalid in whole or in part, the remaining provisions shall nevertheless remain valid. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.

18.5. Any amendment, deviation or supplement to these GTC or the associated individual contract must be made in writing. This written form clause is also covered by this.

19. Jurisdiction and applicable law

19.1. The contractual relationship between Oxidizing Systems and the Customer shall be governed exclusively by Swiss law, excluding conflict of laws rules and the Vienna Sales Convention.

19.2. The exclusive place of jurisdiction is the headquarters of Oxidizing Systems, unless mandatory law provides for a different place of jurisdiction.

B. Special part

1. Third-party services and products

- 1.1. For services and products of third parties (hereinafter referred to as Third Party Services) including software, hardware and/or cloud services and hosting services as well as open source software installed and/or configured by the Customer or by Oxidizing Systems on behalf of the Customer, the respective contract and license terms of the third party shall apply. The contract is always between the third party and the Customer. If at all, Oxidizing Systems acts at most as an intermediary between the customer and the third party. There is no warranty or liability of Oxidizing Systems for third party services. Oxidizing Systems is solely responsible for the diligent performance of its own services according to the respective individual contract (e.g. installation, customizing, etc.). The correct licensing is the sole responsibility of the customer.
- 1.2. The customer's material and legal warranty rights result from the manufacturer's conditions. Oxidizing Systems excludes any warranty for third-party services.

2. Contractual services

2.1. Subject of the contract

- 2.1.1. Oxidizing Systems also creates work results for the customer according to his individual requirements in the sense of Art. 363 ff. OR (contractual services). This includes, for example, individual software, further developments, adaptation of standard software, documentation, concepts, etc. The characteristics and functionalities of these work results as well as their remuneration result from the respective individual contract.

2.2. Property rights

- 2.2.1. Ownership of the work contract services provided specifically for the customer shall pass to the customer after full payment of the remuneration. The copyrights are not affected by this.
- 2.2.2. Oxidizing Systems is exclusively entitled to the copyrights and other intellectual property rights to all services under the contract for work and services, unless the parties have explicitly agreed otherwise. The customer is only allowed to use the service according to the contract and only for himself. Without prior written consent of Oxidizing Systems, the client may not make these services available to third parties.
- 2.2.3. In any case, Oxidizing Systems retains the right to continue to use and reuse the self-acquired know-how and the self-developed work-contracted services without restriction and without compensation.

3. Consulting and other services

3.1. Subject of the contract

- 3.1.1. Oxidizing Systems also provides consulting and other services (e.g. project management, testing, training, etc.) to the customer, in particular within the meaning of Art. 394 et seq. of the Swiss Code of Obligations. Content, scope and remuneration result from the respective individual contract.
- 3.1.2. Oxidizing Systems commits itself to a careful fulfillment of the contract in the interest of the customer. A certain success is not owed.

3.2. Warranty

- 3.2.1. The provisions regarding warranty contained in clause 11 above shall apply mutatis mutandis to the provision of consulting and other services by Oxidizing Systems. Any consulting services that are not provided or not provided properly from the client's point of view must be objected to by the client in writing within the period of time specified in clause 11, with simultaneous granting of a reasonable period of grace for the purpose of rectification. Further or other warranty claims are excluded.

3.3. Duration and termination

3.3.1. Consulting services may be terminated by either party at any time. However, if the termination is untimely, the withdrawing party is obliged to compensate the damage caused to the other party. If the client does not pay Oxidizing Systems invoice in time, termination of the contract is not considered untimely.