

GENERAL TERMS AND CONDITIONS

1. FIELD OF APPLICATION AND VALIDITY

- 1.1. These general terms and conditions regulate the rights and obligations of the relationship between Elvexys SA (hereinafter "Elvexys") and its customers. They apply to all product and services supplied by Elvexys.
- 1.2. The contract supersedes all previous agreements, undertakings and negotiations, whether oral or written between the parties.
- 1.3. Elvexys reserves the right to amend the general terms and conditions and to notify the customer in writing.
- 1.4. If any provision of the contract should be deemed invalid, illegal or unenforceable for any other reason, this shall not affect the validity of the remaining provisions of the contract, which shall remain valid and enforceable as if the agreement had been entered into without the invalid provision, so as to maintain the overall spirit of the contractual relationship.

2. DEFINITIONS

- 2.1. The "contract" refers to an offer sent by Elvexys and countersigned by the customer.
- 2.2. The term "intellectual property" (IP) means all forms of intellectual property, including but not limited to ownership and rights in copyrights, patents, trademarks, design solutions, circuit layout rights, representation rights, design rights, plans, database rights, trade names, methodologies, ideas, processes, methods, tools and know-how.

3. CONTRACT ACCEPTANCE

- 3.1. The contract between Elvexys and the customer is concluded starting from the reception by Elvexys of the signed contract by the customer.
- 3.2. Any change to the agreement requires the written consent of Elvexys. Any additional costs are to be borne by the customer.

4. RECEPTION AND ACCEPTANCE DELAY OF THE INSTALLATION

- 4.1. The parties will jointly proceed to the installation supplied by Elvexys if the contract so provides. Depending on the nature of the contract, the acceptance is done remotely.
- 4.2. Elvexys will issue an acceptance document detailing the installation provided within 15 working days of the installation. The customer has 30 calendar days to return it signed. After that period, the installation is considered accepted.

5. WARRANTY AND LIABILITY

- 5.1. The warranty period is 12 months from the reception date of the installation.
- 5.2. The customer must notify Elvexys of any defects that have occurred within the guaranteed period by registered mail within 10 working days. If the customer fails to do so, Elvexys is released from any liability for the defects.
- 5.3. The customer is not entitled to any claims arising from defects if the customer is personally responsible for the defective performance, in particular in the event of use not in accordance with the instructions or guidelines of Elvexys or use not in accordance with its purpose. In particular, any improper or careless treatment and/or maintenance of the installation by the customer, as well as any modifications made by the customer, will render the warranty null and void.
- 5.4. The warranty offered by Elvexys is limited exclusively to the repair of any defects, thus excluding a price reduction or termination of the contract.
- 5.5. Elvexys excludes its liability for any consequential damage suffered by the customer as a result of a defect, including any loss of profit, loss of contracts, loss of earnings, loss of production, loss of availability, loss of data, loss of anticipated savings, loss of reputation, loss of goodwill or loss of use suffered or incurred by the customer.
- 5.6. Elvexys' liability is strictly limited to direct damages, provided that there is a willful misconduct or gross negligence from Elvexys and that these direct damages are causally linked to the willful misconduct or gross negligence. It is up to the customer to prove this direct causal link. The amount of this liability is limited to the price of the specific product or service in question provided by Elvexys, but may in no case exceed 200'000 (two hundred thousand) CHF.

6. RETURNS

- 6.1. Returns of goods are only accepted with the prior written consent of Elvexys. The transport costs will be borne by the customer.

7. INTELLECTUAL PROPERTY

- 7.1. Elvexys and the customer mutually undertake to respect all the IP rights of the other and to take all necessary measures to avoid any infringement of these rights.
- 7.2. IP and the IP rights held by a party at the time the offer is sent for countersignature ("existing IP") will remain the property of that party.
- 7.3. The customer grants Elvexys, by acceptance of the agreement, a free, non-exclusive, non-transferable license to use customer's existing IP as required to enable Elvexys to perform its contractual obligations.

7.4. IP created or developed by Elvexys during the performance of the contract for the customer (« new IP ») and the rights to such IP shall be the exclusive property of Elvexys. In particular, all hardware, software and documentation made available to the customer as part of the services will be considered as new IP.

7.5. Upon completion of the contractual relationship and upon receipt of full payment by Elvexys, Elvexys will grant the customer a free, non-exclusive, non-transferable license to use the existing IP and new IP of Elvexys necessary to enable the customer to use the results of the services provided by Elvexys for the purposes stipulated in the contract. This license may be terminated by Elvexys if the customer uses or attempts to use the existing IP and new IP for purposes other than those contractually stipulated.

8. DELIVERY DATE

8.1. Any delivery time communicated by Elvexys is indicative. Elvexys is not liable for failure to meet the deadlines mentioned in the contract, in particular in the event of force majeure, events unforeseeable at the time of conclusion, delays in delivery by subcontractors or suppliers of Elvexys or lack of cooperation by the customer.

9. PRICING AND PAYMENT CONDITIONS

9.1. The prices indicated in the contract are net prices in Swiss francs (CHF), exclusive of taxes, duties and fees.

9.2. Elvexys is entitled to adjust the price for services under contract at the beginning of each calendar year. Such adjustments must be notified in writing no later than 30 calendar days before they come into effect.

9.3. All invoices are payable within 30 days of their due date as specified in the contract.

9.4. Elvexys reserves the right to suspend the performance of the services or to withdraw from the contract within 10 days after the due date for payment, if the customer does not pay the invoice. Elvexys reserves the right to claim compensation for damages caused.

10. EMPLOYEES HIRING

10.1. The customer and Elvexys mutually undertake not to recruit or hire the personnel of the other party. These commitments are valid for the entire duration of the contract plus one year after the end of the business relationship.

10.2. Any violation of this clause shall give rise to immediate termination of the contract and shall be punishable by a conventional penalty equivalent to the last 9 months' salary of the employee who has been dismissed or hired, without it being necessary to prove any damage.

10.3. The injured party nevertheless retains the right to claim compensation for damages in excess of the contractual penalty and/or to have the act of competition stopped.

11. COOPERATION FROM CUSTOMER

11.1. It is the responsibility of the customer to designate a competent contact person during the entire execution of the contract. The customer undertakes to provide Elvexys with all information necessary for the proper achievement of the objectives assigned to Elvexys in a timely manner. All additional costs and/or delays in the execution of Elvexys' contract resulting from a possible breach of this obligation are to be borne by the customer.

12. NOTICE PERIOD AND CONSEQUENCES OF TERMINATION OF CONTRACT

12.1. If a contract is not limited in time, it is deemed to be indefinite and may be terminated by registered letter with a 6-month's prior notice. If the contract sets a minimum term, it may be terminated by registered letter at the earliest at the end of this period with 30-day's prior notice.

12.2. The right to terminate the contract without notice is only possible if there is a serious motive such as a serious breach of contract by one of the parties or the official publication of bankruptcy proceedings of the customer.

13. APPLICABLE LAW AND JURISDICTION

13.1. The agreement between Elvexys and the customer is governed by Swiss law.

13.2. The ordinary courts of the district of Sarine, in the canton of Fribourg, shall have exclusive jurisdiction to hear any dispute, subject to appeal to higher authorities.