

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF DIAMOND SA

1 Scope of application

- ▶ These general terms and conditions of sale and delivery (hereinafter: "GTC") shall apply to all sales and deliveries of Diamond SA (hereinafter: "Diamond"). Exceptions that are stipulated in writing shall remain reserved. If the customer's general terms and conditions differ from those of Diamond, only those of Diamond shall apply. In the event of an order without reservations by the customer, these GTC shall be deemed to be fully and unconditionally accepted.

2 Offers

▶ 2.1. Duration of validity

Open-ended offers from Diamond shall expire 90 days after the date of the offer. Any offer may be revoked until the moment when the declaration of acceptance is sent.

▶ 2.2. Development Cost Sharing

If Diamond's quotation or other offer to the Customer contains an amount for a development cost contribution, such amount shall only relate to costs for raw materials, use of operating resources and labor. By paying this amount, the Customer shall not acquire any rights to Diamond's intellectual property or Diamond's know-how.

3 Orders

- ▶ In order to be binding on Diamond, orders placed without a prior offer require an order confirmation or other written acceptance by Diamond. This also applies if changes are made to Diamond's original offer.

4 Scope of deliveries and services

- ▶ In the case of products manufactured on request outside the normal manufacturing program, Diamond reserves the right to make deliveries in smaller or larger quantities up to a maximum of 10% of the order, depending on the manufacturing result, as well as reserving the right to make any consequent price adjustment.

5 Prices

- ▶ 5.1. Prices shall be understood to be net ex works from Diamond (CH-Losone), in particular without packaging costs, VAT, public taxes, advance recycling fees, customs clearance costs, or costs and insurance for transport from the factory of Diamond SA (CH-Losone).
- ▶ 5.2. If, in the period between the execution of the contract and the delivery, the pricing changes due to unforeseen circumstances (in particular due to exchange rate fluctuations or changes in supplier prices), Diamond is entitled to adjust the prices accordingly.

6 Terms of payment and default

- ▶ 6.1. Payments shall be made at Diamond's headquarters or into a bank account specified by the latter, without any deduction for discounts, charges of any kind, taxes, fees, duties and the like, within thirty (30) days from the date of invoice, unless otherwise stated on the order confirma-

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tion and/or invoice. The payment obligation shall be fulfilled when Diamond has free access to the invoiced amount. In the case of partial deliveries, payment shall be made in accordance with the volume of the individual deliveries.

- ▶ 6.2. Payments shall be made when due, even if delivery of the goods is delayed for any reason whatsoever. Reports of defects or complaints shall not entitle the customer to make deductions from payments. Offsetting of any kind against counterclaims, even if justified, is also excluded.
- 6.3. In the event of late payment by the customer, default interest of 5% p.a. shall be payable from the due date, without the need for a notice to be issued. This is without prejudice to further compensation. Diamond is also entitled, but not obliged, to withdraw from the contract and request the return of goods already delivered.

7 Place of performance

- ▶ The place of performance for sales and supplies is the Diamond plant (CH-Losone).

8 Delivery terms

- ▶ 8.1. Only the delivery terms specified by Diamond shall apply. The said terms shall become effective only once the contract has been executed, all technical, commercial and administrative issues have been clarified, and any agreed down payments have been made. The delivery time shall be fulfilled when the goods have been deposited by the specified deadline at the Diamond factory (CH-Losone) in a form that is ready for collection or shipment, or the customer has been notified that they are ready for collection.
- ▶ 8.2. In the event of unforeseen impediments, the agreed delivery times shall be extended by the duration of the impediments. Unforeseen impediments include, in particular, transport breakdowns, rejection of important parts, manufacturing disruptions, serious accidents, epidemics, strikes, lockouts, administrative measures, mobilisation, war, export, delays or defects in delivery by suppliers, lack of energy or personnel. The agreed delivery times shall also be extended if the customer fails to provide the necessary documentation on time, if it is late in performing its obligations, or if it is in default with scheduled payments. The extension of delivery times does not entitle the customer to refuse supplies or to withdraw from the contract. Delays in the delivery or provision of services do not result in any rights in the customer's favour.

9 Packaging

- ▶ The goods shall be packed by Diamond with the utmost care and attention. The packaging of the goods shall be invoiced separately.

10 Transport

- ▶ 10.1. If requested by the customer, Diamond shall handle the shipment of the goods at the customer's expense. Transport insurance shall only be taken out at the customer's express and timely request, and at its expense. Claims for damage, loss or delay during transport must be

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made directly by the customer to the transport company, within the prescribed period. If the customer fails to do so, it shall be solely responsible for all resulting consequences.

- ▶ 10.2. Diamond shall verify goods and services as usual before dispatch. If the customer requests further checks, these must be agreed separately and shall be at the customer's expense.

11 Delays in collection

- ▶ If the customer is late in collecting the goods or in providing instructions for transport or shipment, Diamond shall be authorised to proceed with the storage of the goods at the customer's risk and expense. After more than one month has elapsed from issuance of the collection notice, Diamond may charge the customer a monthly deposit of 0.5% of the total invoice amount, without prejudice to any additional costs.

12 Risks and benefits

- ▶ Risks and benefits shall be transferred to the customer as soon as the goods are deposited in a form that is ready for collection or shipment at the Diamond (CH-Losone) plant.

13 Transfer of ownership

- ▶ 13.1. Until full payment of the price, the goods shall remain the exclusive property of Diamond. If the customer defaults on payments, Diamond shall be entitled to record the retention of title in the appropriate registry, and the customer expressly agrees with such registration.
- ▶ 13.2. In the event that the customer resells or otherwise disposes of the goods, all claims of the customer against the third party that takes possession thereof shall be deemed to have been assigned in full to Diamond as security for its claims. Also included therein is the added value acquired by the goods resulting from any further processing by the customer. Provisions of third-party buyers that exclude the assignability of the seller's claims against them, or that make the said assignability dependent on their acceptance, shall not be enforceable against Diamond.

14 Verification and warranty

- ▶ 14.1. The customer is obliged to inspect the goods and services immediately after delivery or collection and to notify Diamond in writing of any obvious defects in quantity and quality immediately after it ascertains them, but no later than 15 days after delivery or collection. After this period has elapsed without notice, goods and services shall be deemed to have been accepted without reservation. Any concealed defects that become apparent within the warranty period must be notified to Diamond in writing immediately after their discovery, failing which all rights shall be forfeited. In order to be valid, any complaint regarding defects must be made in detail and in writing.

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- ▶ 14.2. If the goods are defective or any of the promised characteristics is missing, Diamond shall only be liable as follows: it shall, at its discretion, repair the parts in the factory or replace them from the factory, in cases where it can be proven that the defects are the result of a circumstance prior to the transfer of risk, or that they occurred despite proper use of the goods. Damage that is not unequivocally attributable to defects in material, construction or realisation shall be excluded from Diamond's warranty.
- ▶ 14.3. Diamond shall only bear the costs of repair or replacement at its factory. If repairs are carried out at the place of destination, Diamond shall only bear the costs that would have been incurred by performing the work at its factory. The costs of transporting the replacement goods shall be borne exclusively by the customer. Diamond shall not bear any costs for disassembly or reassembly or similar costs if the goods have been integrated into other equipment or installations. Any additional claims of the customer in particular any claims for compensation for loss of production, loss of orders, loss of profit, and other indirect or consequential damage – are excluded.
- ▶ 14.4. Any guarantee shall lapse after 24 months from the moment the goods leave the Diamond factory in CH-Losone or are ready for collection by the customer. The warranty expires prematurely if the customer or a third party makes improper modifications or repairs or if, in the presence of a defect, the customer does not immediately take appropriate measures to limit the damage and/or does not allow Diamond to remedy it. Any warranty obligation shall also be forfeited in the event of late or incomplete notification of defects, in the event of omissions by the customer in the maintenance of the goods in accordance with Diamond's maintenance plan, or in the event of misuse.

15 Loaned material

- ▶ The customer shall be liable for the maintenance of borrowed equipment or instruments and any damage they incur during the period in which they are borrowed.

16 Export control regulations and directives

- ▶ The customer warrants without exception and independently of the above mentioned points that it complies with the export control laws, statutes and directives in force in Switzerland, the European Union and the United States. The customer shall be responsible for compliance with the Swiss embargo and sanctions in force, as well as the economic sanctions and embargoes relating to the Common Foreign and Security Policy in force in the European Union. In addition, the customer guarantees compliance with the laws, statutes and directives of the United States concerning embargoes and economic sanctions. The customer is not authorised, directly or indirectly, to sell, forward, lend or make available products and/or related services to individuals,

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companies, associations or organisations that are currently blacklisted by Switzerland and/or the European Union and/or included in a list of prohibitions of the United States concerning embargoes and economic sanctions. The customer guarantees, in full compliance with the laws in force in Switzerland, the European Union and the United States of America, the observance of the relevant provisions concerning dual-use goods and war material.

17 Termination of contract

- ▶ Diamond shall be entitled to withdraw from the contract after it has been signed if, as a result of an unforeseeable change in circumstances, its supply costs increase by more than 5%, thereby making it unreasonable to maintain the terms of the contract. No claim for compensation against Diamond shall arise as a result of the said termination.

18 Material provided by the customer

- ▶ In the case of material supplied by the customer for the manufacture of the final product of Diamond, the latter assumes no liability in the event of loss, theft, damage or loss of value of the same. It is the exclusive task of the customer, with full release of Diamond, choose a carrier suitable for the value of the goods and ensure it adequately.

19 Place of jurisdiction and applicable law

- ▶ Jurisdiction for any dispute arising out of or in connection with the performance, validity or interpretation of contracts shall lie exclusively with the Court of First Instance at the place of Diamond's registered office at the time the dispute arises (currently: CH-6616 Losone).

The contracts subject to these GTC shall be exclusively governed by and construed in accordance with Swiss substantive law. The application of the Vienna Convention of 11 April 1980 on contracts for the international sale of goods is excluded.