

1. SCOPE OF APPLICATION

- 1.1 These general terms & conditions (the "**Terms & Conditions**") of CI Tech Sensors AG ("**CI Tech**") are applicable to and supplement all individual contracts between CI Tech and its customers (the "**Customers**") concerning the purchase of systems or components for the automated processing of banknotes, other value documents and other means of payment such as coins (the "**Goods**") and the provision of services (the "**Services**") according to the corresponding services agreements (the "**Service Agreements**"). Accordingly, the agreement between CI Tech and Customer consists of the written individual contract as supplemented by these Terms & Conditions (hereinafter together the "**Contract**"). In addition, these Terms & Conditions shall apply to the use of the CI Tech Currency Template Download Portal ("**Download Portal**"). CI Tech reserves the right to change and amend these Terms & Conditions and to inform Customer thereof (by individual letter or by publishing it on the website of CI Tech).
- 1.2 In case of any contradiction between these Terms & Conditions and specifically agreed terms in individual written agreements between CI Tech and Customer, the specifically agreed terms shall prevail.
- 1.3 In the absence of express confirmation, these Terms & Conditions and any subsequent amendment to these Terms & Conditions shall be deemed to have been accepted by Customer: (i) upon Customer's placing of an order; (ii) upon shipment, delivery or other tender by CI Tech of any Goods or Services ordered by Customer; or (iii) upon accessing the Download Portal by Customer.
- 1.4 Any conflicting or additional terms and conditions are hereby expressly rejected. CI Tech shall not be bound by any conflicting additional terms and conditions of Customer, even if CI Tech has not objected to Customer.

2. SERVICES AND DELIVERIES

CI Tech will provide, or will procure the provision of, the Services and deliveries of Goods at the prices, costs and fees specified and described in the individual agreements between CI Tech and Customer.

3. CHARGES AND PRICES

- 3.1 Unless otherwise specified, prices are quoted in Euro (EUR) and on an FCA basis (Free Carrier according to Incoterms® 2010) excluding packing, insurance and the statutory Value Added Tax or other taxes applicable at the relevant time.
- 3.2 All quotations of prices in brochures and price lists are made without commitment and are subject to change.
- 3.3 Any and all expenses for assembly are born by Customer.

4. INVOICING AND TERMS OF PAYMENT

- 4.1 Time is of the essence for the payment of the price by Customer to CI Tech.
- 4.2 Except as otherwise agreed in writing by CI Tech, each and every invoice is due for payment within 30 days from the invoice date ("**the Due Date**").
- 4.3 CI Tech shall be entitled to recover the price notwithstanding that the title to the Goods has not passed to Customer.
- 4.4 Customer shall reimburse CI Tech for the reasonable attorneys' fees and other costs of judicial or extrajudicial collection of unpaid past due amounts. Customer will be responsible for any taxes (including VAT), duties, fees or surcharges that are imposed or authorized by regulatory and governmental entities in respect of the provision of the Services hereunder, and shall pay to CI Tech or reimburse CI Tech for such amounts as are paid by CI Tech in respect of the same.
- 4.5 All fees and remittances will be in the currency denomination set forth in the individual agreement between CI Tech and Customer and shall be made via electronic payment to the account of CI Tech indicated by CI Tech to Customer.
- 4.6 If Customer fails to make payment by the Due Date, then without prejudice to any other right or remedy available to CI Tech, and notwithstanding any previous agreement or arrangement to the contrary CI Tech shall be entitled to:
- a) (i) cancel any order CI Tech may have accepted for delivery to Customer;
 - (ii) suspend any further deliveries to Customer; and/or
 - (iii) suspend any Services that CI Tech may have accepted to provide to Customer, and for all of which

CI Tech shall provide advance notice, which may be by email;

- b) apply any payment made by Customer for the Goods or Services supplied by CI Tech to any other order to pay older debts due to CI Tech first or otherwise as CI Tech, at its discretion, deems appropriate;
- c) charge interest on the amount unpaid on a day to day basis at an annual rate equal to 5 percent or, if lower, to the maximum interest rate mandatorily allowed under applicable laws from the Due Date until payment is made in full whether before or after any judgement;
- d) take legal action to recover any monies due to CI Tech from Customer; and/or
- e) to enforce its security interest against the items sold.

4.7 In the case of reasonable doubts concerning Customer's ability to pay, CI Tech may vary the payment terms under these Terms & Conditions to require payment in advance of delivery of the Goods or Services.

5. OWNERSHIP AND RETENTION OF TITLE

In case CI Tech expressly states so in the Contract or in the delivery documents, CI Tech reserves full title, and Customer grants CI Tech a first priority purchase money security interest in all items sold to secure full payment of all debts that may become due and owing by Customer to CI Tech. Customer shall execute and deliver appropriate financing statements in accordance with the Uniform Commercial Code or other applicable laws and shall execute such further documents and take such further action as CI Tech may request in order to perfect a first priority purchase money security interest in all items sold. Moreover, CI Tech is authorized to file such financing statements without Customer's signature or with CI Tech's signature as the attorney-in fact for Customer.

6. INTELLECTUAL PROPERTY

6.1 Nothing in the Contract or otherwise will be deemed as granting to Customer any right, title or interest in the intellectual property rights of CI-Tech or CI-Tech suppliers, in whole or in part. Customer shall have no right to use CI Tech's or its affiliates' trademarks, service marks, patents, labelling, packaging, hang-tags, trade names, distinctive words, logos, drawings, art work, pictures, colours, formulas, processes, designs, design models or copyrights or other proprietary rights derivations or adaptations thereof, or any

marks or works similar in any manner without the prior written consent of CI Tech.

6.2 All software supplied to Customer is owned, controlled or licensed by or to CI Tech or by its licensors or suppliers and is protected by copyright and other intellectual property rights and unfair competition laws. In the absence of other written agreement providing otherwise, Customer is granted only the right to use the software supplied (regardless of whether the software was supplied as part of the hardware or separately). In particular, Customer is not permitted to duplicate or modify the software.

6.3 Except as expressly provided in these Terms & Conditions, no part of the Download Portal and no software provided in the Download Portal may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server or other medium for publication or distribution or for any commercial enterprise without CI Tech's express prior written consent.

6.4 For software supplied, licence and warranty conditions of the suppliers of CI Tech apply.

7. DELIVERY OF GOODS BY CI TECH

7.1 The periods of delivery as communicated by CI Tech are to be considered mere reference dates based on the circumstances of the time of the offer. Periods of delivery start to run on the date of acknowledgement of the respective order by CI Tech.

7.2 Customer cannot claim compensation for damages or consequential losses due to delay under any circumstances.

7.3 All of the Goods shall be counted and inspected by Customer immediately upon delivery. If Customer does not object within 30 days after the delivery of Goods, they are deemed to be accepted by Customer and CI Tech's count of the Goods will be accepted as final and conclusive. In case the delivered Goods are defective or nonconforming, Customer shall immediately notify CI Tech thereof and shall have the remedies set forth in Section 8.3 hereof.

8. WARRANTY AND GUARANTEE

8.1 CI Tech warrants to Customer that it has complied with all applicable laws, rules and regulations and that all of the Goods sold to Customer shall be:

- a) new and, except if expressly agreed otherwise, unused and free from defects in materials, workmanship, manufacture, labelling, packaging, shipping and handling;
- b) fit for the particular purposes or uses, if such particular purposes or uses were specifically agreed between CI Tech and Customer;
- c) free of any third party security interest, lien or other encumbrance of any kind.

8.2 The warranty period is 12 (twelve) months from the date of delivery. All rights and remedies of Customer with regard to any non-conformity of the Goods and/or with regard to a breach of the warranty of Section 8.1 hereof will lapse after such warranty period.

8.3 In the event of CI Tech's breach of any of the warranties set forth in Section 8.1 hereof, Customer shall promptly notify CI Tech in writing of such breach and CI Tech shall, at CI Tech's option and at CI Tech's expense, either:

- a) promptly replace or correct the defective or nonconforming units of the Goods; or
- b) deliver replacement units of the Goods to Customer. CI Tech and Customer agree that a) and b) shall be the exclusive remedies for any such breach. For the sake of clarity, the delivery of such substitutes or replacements shall be deemed to be a new delivery of Goods which shall be again subject to the terms set out in this Section. CI Tech's obligations with regard to any nonconforming goods or breach of warranty (as set forth in Section 8.1 hereof) shall be exclusively limited to the obligations set forth in this Section 8.3.

8.4 All warranties of CI Tech are nullified:

- a) if Customer or any third party attempts or executes any modifications or repair work without written consent of CI Tech; or

b) if Customer or any third party is responsible for noncompliance with operating conditions.

8.5 Except where specifically provided in writing, CI Tech does **not** guarantee to Customer the continued availability of the following:

- a) any of the Goods or other systems, products or product lines offered by CI Tech;
- b) any respective spare parts; and
- c) any Services or other maintenance services.

8.6 CI Tech will endeavour to provide the Download Portal with reasonable care and skill. However, CI Tech does not make any other promises or warranties about the Download Portal and in particular does not warrant that:

- a) the use of the Download Portal will be uninterrupted or error-free;
- b) the Download Portal and the Materials (as defined below) will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion, and that CI Tech likewise disclaims any liability relating thereto; and
- c) any particular features, functionalities or fitness for purpose of the Materials or that the Materials will perform in conjunction with any other software or hardware.

8.7 The express warranties given herein are exclusive and all other express or implied warranties are excluded, including, without limitation, any implied warranties of merchantability and / or fitness for particular purpose.

9. LIMITATION OF LIABILITY OF CI TECH

9.1 To the extent permitted by applicable law, any liability of CI Tech is excluded, including but not limited to cases in which damage is directly or indirectly caused by failure of Customer to observe operating or maintenance instructions of CI Tech, in particular in connection with improper changes made to the systems and/or improper **operation** conditions and/or improper materials used. CI Tech shall not be liable to Customer under or in connection with the contract for any incidental, indirect or consequential loss or damage of any kind, such as loss of income, loss of actual or anticipated profits, loss of business, loss of

contracts, loss of goodwill or reputation, or loss of anticipated savings.

- 9.2 CI Tech shall not be liable to users in connection with the use of the Download Portal, for any incidental, indirect or consequential loss or damage of any kind, such as loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of data, or loss of anticipated savings.

10. FORCE MAJEURE

- 10.1 CI Tech shall not be liable for any failure or delay in its performance under the Contract due to causes beyond its reasonable control including, without limitation, labour strikes or shortages, riots, insurrection, fires, flood, storm, weather conditions, explosions, acts of God, war, terrorism, governmental action, labour conditions, earthquakes and material shortages.
- 10.2 In the event that the force majeure situation continues for more than 90 (ninety) days, each party shall be entitled to terminate the Contract by notifying the other party thereof in writing. In such case, each party to the Agreement is to be placed in status quo ante. Customer shall compensate CI Tech for work performed and reimburse CI Tech for expenses incurred.

11. RESPONSIBILITY FOR THE ACCESS DATA

- 11.1 The access data of the user, including the passwords, must be kept secret and should never be made available to unauthorized third parties.
- 11.2 It is also the responsibility of the user to ensure that his access to the Download Portal and use of the services provided in the Download Portal is restricted to the user and to the persons authorized by the user. If the user has reason to believe that unauthorized third parties have acquired or will acquire his access data, the user must notify CI Tech via info@citechensors.com immediately. The user is fully responsible for all use and/or other activity on the Download Portal carried out using the access data of the respective user. The user will be liable for any damages arising from unauthorized use by third parties.

12. EXPORTATION

- 12.1 CI Tech and Customer agree that the illegal export, illegal import and/or illegal use of the Goods are always contrary to the business interests of both parties, even if third parties are responsible for such breach of law or regulation. Strict observance of the relevant regulations of foreign trade law is therefore an essential condition for the cooperation between CI Tech and Customer, in particular with regard to US export restrictions. Exportation of the Goods and/or related documents may require official approval, which Customer shall point out to its respective customers in writing.
- 12.2 CI Tech will not perform any of its obligations if such performance infringed upon the applicable exportation laws or any other trade law and regulations of Switzerland, the European Union, or any other countries or jurisdictions.
- 12.3 For the Goods (i) which require an export control license or a re-export license according to the applicable exportation laws and regulations of Switzerland, the European Union, or any other countries or jurisdictions, or (ii) which were identified in the individual delivery documents by CI Tech accordingly, Customer agrees that it will comply with all export laws and regulations.
- 12.4 Customer shall not use the Goods and/or related documents in association with any arms-related goods or the production of such goods.

12.5 Customer shall not supply any of the companies, groups or persons named in the US Denied Persons List (DPL), the US Special Designated National Lists (SDN), the Anti-Terror Lists by the European Union or against which the Swiss Federal Council has decreed sanctions according to the Swiss Federal Act of 22 March 2002 on the Implementation of International Sanctions.

12.6 Violations of the above obligations shall represent good cause for immediate termination of the Contract.

13. CONFIDENTIALITY

13.1 "**Confidential Information**" means information belonging to or in relation to either party, its (or their) business, affairs, activities, products or services that is not in the public domain, including:

- (i) with respect to CI Tech, information relating to the technical details of the Goods or the Services provided by CI Tech of which Customer becomes aware;
- (ii) the price and contract policy of CI Tech;
- (iii) any business or technical information of CI Tech or Customer that is marked "**confidential**" or "**proprietary**" at the time of disclosure, or if disclosed orally, is identified as "**confidential**" or "**proprietary**" at the time of disclosure, and is summarized in a written document sent by the disclosing party to the other party within thirty (30) days of such disclosure;
- (iv) the specific terms and pricing set forth in the Contract;
- (v) any information that, due to its nature or character, a reasonable person in a similar position to the recipient of such information under the Contract, and under similar circumstances, would treat as confidential; and
- (vi) any information described to be confidential in a specific Non-Disclosure Agreement, if any, between CI Tech and Customer.

13.2 Confidential Information does not include information that:

- (i) was in the possession of, or was rightfully known by a receiving party, without an obligation to maintain its confidentiality, prior to the time of disclosure;

- (ii) is or becomes generally known to the public without violation of the Contract;
- (iii) is obtained by a receiving party in good faith from a third party having the right to disclose it without an obligation of confidentiality;
- (iv) is approved in writing by a party for disclosure; or
- (v) can be proven by documentary record as being independently developed by the receiving party without reliance on Confidential Information.

13.3 Either party can disclose Confidential Information pursuant to a court order, a requirement of a competent authority or otherwise (expressly including a subpoena or document production request) if required by law, provided that the party required to disclose the information provides such reasonable notice of the impending disclosure to the other party as it is permitted to do by law.

13.4 Each party agrees that during the term of the Contract and for a term of 5 (five) years after the expiration of the Contract, it will not use the other party's Confidential Information, except as necessary for the performance of the Contract, and will not disclose such Confidential Information to any third party, except to those of its employees, contractors and agents that need to know such Confidential Information for the purpose of performing the Contract, provided that each such recipient is subject to a written agreement that includes confidentiality obligations that are at least as protective as those set forth herein. Each party will make all reasonable endeavours to maintain the confidentiality of all such Confidential Information of the other party in its possession or control, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and importance.

14. SET-OFF

Any setting off of claims of Customer against claims of CI Tech is permitted only with written consent of CI Tech.

15. ASSIGNMENT

The Contract may not, in whole or in part, be assigned, transferred, novated, sub-contracted or sub-licensed by either party without the prior written consent of the other (not to be unreasonably withheld or delayed).

16. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision of the Contract invalid or unenforceable, that provision of the Contract will be enforced to the maximum extent permissible at law and the other provisions of the Contract will remain in full force and effect.

17. SURVIVAL

The rights and obligations of CI Tech and Customer contained in Sections 5 (Ownership and Retention of Title), 6 (Intellectual Property), 9 (Limitation of Liability of CI Tech), 15 (Use of Download Portal), 20 (Confidentiality) and 21 (Set-Off) shall survive any expiration or termination of the Contract.

18. WAIVER

The waiver by either party of any default or breach of the Contract shall not constitute a waiver of any other or subsequent default or breach.

19. NON-EXCLUSIVE REMEDY

Except as expressly set forth in the Contract, the exercise by either party of any of its remedies under the Contract will be without prejudice to its other remedies under the Contract or otherwise available at law.

20. NOTICES

- 20.1 All notices required to be sent under the Contract must be in writing.
- 20.2 Notices shall be deemed to have been given upon (i) the date actually delivered in person; (ii) the date transmitted via fax with confirmation of receipt thereof; or (iii) after receipt of overnight courier or registered mail.

21. RELATIONSHIP OF PARTIES

- 21.1 The parties to the Contract are independent contractors and the Contract will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties except where specifically provided.
- 21.2 Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

22. ENTIRE AGREEMENT

- 22.1 No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to the

Contract except as expressly stated in the Contract. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into the Contract (unless such untrue statement was made fraudulently or was concerning a fundamental matter including matters essential to the other party's ability to perform its obligations under the Contract) and that such party's only remedies shall be for breach of contract as provided in the Contract.

- 22.2 Modifications and amendments to the Contract shall be invalid, unless made in writing and signed by duly authorized officers of each party hereto.

23. ANTI-CORRUPTION PRACTICES

- 23.1 Customer agrees that it will not, directly or indirectly, on behalf of itself or its respective Customer, give, make or permit others to give or make payments or benefits to any person (including – but not limited to – staff or officers of CI Tech), organization and/or governmental entity to which such gift or payment would (i) constitute a violation of applicable local laws, or (ii) cause CI Tech to be in violation of applicable local laws.
- 23.2 Customer will report promptly to CI Tech any violation or attempted violations of this Section.

24. THIRD-PARTY RIGHTS

No person other than a party to the Contract shall be entitled to enforce any term of it save where a written agreement has been entered into pursuant to which any rights and/or obligations contained in the Contract are permissibly assigned or novated to a third party. Nothing in this Section shall, of itself, operate to prevent the assignee from taking the benefit of, and enforcing, any rights so assigned.

25. GOVERNING LAW AND DISPUTE RESOLUTION

- 25.1 The Contract shall be governed and construed in accordance with Swiss law, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of April 11, 1980) shall not apply.
- 25.2 Any dispute, controversy or claim arising out of or in relation to this Contract, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The seat of the arbitration shall be Zurich, Switzerland. Notwithstanding the foregoing, CI Tech may apply for injunctive relief and/or for enforcement of its security interest in the items sold in any court of competent jurisdiction.

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