

Proceq S.A.

General Terms and Conditions of Rental

1. Area of Applicability

The following General Terms and Conditions of Rental (hereinafter "**GTC**") shall apply to all commercial rentals of business products and related services offered by Proceq S.A. (CHE-105.959.666), Schwerzenbach ZH, Switzerland, (hereinafter "**Proceq**"), and constitute an integral part of each rental entered into between a customer as renter (hereafter "**Customer**") and Proceq as owner and lessor.

Proceq has the right to amend and change these GTC at its own discretion. The Customer has the right, at any time, to request from Proceq a copy of the currently applicable GTC.

Deviations from these GTC are valid exclusively if made in written form and signed by Proceq. Any contrary general terms and conditions of the Customer shall not apply, irrespective of whether Proceq expressly objects in a particular case or not.

If individual provisions of these GTC should be invalid in whole or in part, the validity of the remaining provisions or the valid parts of such provisions shall not be affected.

Particular conditions of contract validly agreed upon by the Parties in written form for the purpose of a specific rental transaction shall prevail over these GTC if in contradiction with the same.

2. Subject

The subject of each rental agreement (hereinafter "**Contract**") concluded pursuant to these GTC is to define the conditions according to which Proceq will convey to the Customer the right to use the hardware (hereinafter "**Equipment**"), specified in the

Contract. A Contract is entered into only upon acceptance of such rental by Proceq. In return for payment of the agreed rental payments, the Customer shall be entitled and obliged to use the Equipment according to the provisions of these GTC and the Contract, as applicable. Unless otherwise agreed in the Contract or the GTC, delivery and installation of the Equipment and additional services (including but not limited to release changes requested from the Customer) will be billed separately.

These GTC shall form an integral part of, and shall amend and support, the Contract which terms and conditions shall, however, prevail in case of any inconsistencies.

3. Delivery

Proceq shall deliver the Equipment to the Customer in usable and clean condition.

The Customer shall notify Proceq in writing within fourteen (14) calendar days after the receipt of the Equipment of all defects with all reasonable details. Concealed defects remain reserved. They shall be specified and reported without delay after discovery. Otherwise it shall be assumed that the Equipment has been handed over in usable and clean conditions.

4. Use of Equipment

The Customer shall keep and use the Equipment according to Proceq's specifications and in good repair and operating condition, ordinary wear and tear excepted. The Customer shall use the Equipment as set out in the Contract and in the GTC. Any other use is not permitted.

The Customer agrees to comply with all applicable laws and regulations, particularly, but not limited to, all local permissions which

may be necessary for the use of the Equipment and for operation. Any applicable permission shall be obtained by the Customer at its own responsibility and expense.

5. Connecting the Equipment to the Telecommunications Networks of Third Parties

Under no circumstances shall Proceq be liable for any service disruptions or restrictions whatsoever resulting from connecting the Equipment to the telecommunications network of a third party.

6. Maintenance

Subject to Clause 15, Proceq shall provide the services it deems necessary to ensure proper operation (preventative maintenance) and to rectify faults by repairing or replacing defective equipment components (fault rectification).

Incidentals such as batteries wear and tear items, consumables, etc. are not included in the rental charge and are billed separately to the Customer.

Proceq may carry out maintenance work on site or via remote maintenance. Proceq does explicitly not provide a guarantee for uninterrupted operation of the Equipment during maintenance.

For the rest, the maintenance, improvements and cleaning work necessary for use of the Equipment are the sole responsibility of the Customer. Proceq shall provide, upon the Customer's request, maintenance for the Equipment at the Customer's expense.

The Customer undertakes to meet the costs of all routine maintenance and repairs due to extraordinary or normal wear and tear.

The Customer shall ensure that any work involving maintenance or upgrades to or of the Equipment, or any other work related thereto, is only carried out by Proceq or its authorised representatives. If the Customer fails to meet

its performance obligations and increased maintenance costs are incurred as a result, Proceq may bill these additional costs separately to the Customer.

7. Calibration, Repair and Replacement for the "Live Unlimited" Offerings

Any repairs made to the "Live Unlimited" Equipment may only be performed by Proceq. As of the first anniversary of the term of the rental and subject to having a valid Contract in place, Proceq will provide the Customer with a calibration, repair and replacement service for its "Live Unlimited" Equipment (the "Live Unlimited Service") once during the term of each Contract.

The Live Unlimited Service will be provided at no extra cost to the Customer. For the avoidance of doubt, consumables like for instance but not limited to batteries, wheels or impact bodies are excluded from the Live Unlimited Service.

During the downtime of the Live Unlimited Service, Proceq may provide the Customer with an equivalent and provisional Equipment upon the Customer's written request. Such provisional Equipment shall be immediately returned to Proceq upon receipt of the repaired or replaced Equipment. Any delay in the return of the provisional Equipment shall constitute a material breach of the Contract.

Proceq will replace a stolen Equipment with a fully functional equivalent Equipment, if within thirty (30) calendar days of the Equipment being stolen, the Customer provides Proceq with a copy of a police report explaining the circumstances of the theft and identifying the tool type and serial number of the stolen Equipment, provided that:

- (a) the Equipment has not been stolen due to the negligence or willful misconduct of the Customer or an officer, employee or sub-contractor of

- the Customer or any person acting on behalf of the Customer; and
- (b) at the time of the Equipment being stolen the Customer had made all payments to Proceq due under the GTC and the Contract.

8. Payment and Billing

Unless otherwise agreed in writing by Proceq, all payments due under the rental shall be done in the currency stated in the respective Contract. The first payment period commences on the first day of the month following the Customer's receipt of the Equipment, unless a different due date of the first rental payment is specified in the Contract. The payment obligation persists, irrespective of the effective use of the Equipment. The Customer undertakes to pay all rental charges to Proceq promptly and not to withhold payment.

The rental charge is billed in advance for the entire rental period.

For any payment not made by its due date, the Customer agrees to pay late payment charges in the amount of 5 % p.a. of the unpaid amount per month subject to maximum limitations by law. This shall not affect Proceq's right to claim further damages.

For any relevant legal process, the Customer recognises the amount of the rental charge according to the latest invoice paid by the Customer. Reminder charges, collection costs and default interest shall be passed on to the Customer.

A unilateral reduction of the rental charge by the Customer is not permitted. It shall further not be entitled to set off any claim made by Proceq in connection with the Contract against a claim it itself may have against Proceq, regardless of whether such counter-claim has arisen under or in connection with this Contract or otherwise.

9. Alterations

The Customer may not alter the Equipment. Any of Proceq's parts that the Customer removes shall remain at all time Proceq's property and the Customer may not make such parts available for sale, transfer, exchange or other disposition. Before the Customer returns the Equipment to Proceq, the Customer has to restore the Equipment, at its own expense, to its original condition with the original parts that the Customer removed. Alterations not removed when Equipment is returned to Proceq shall become Proceq's property, without charge, free of encumbrances.

The Customer shall be liable for all material, personal and pecuniary loss which arises from constructional alterations and extension works to the Equipment.

10. Third Party Use and Assignment

The Customer shall not, completely or partially, sub-rent the Equipment, without the prior written consent of Proceq. Request and approval shall be carried out in writing. The Customer shall remain responsible at all time for all terms of the GTC and Contract and shall ensure that it will be able to meet all responsibilities and obligations hereunder. Particularly, the Customer shall be liable for any use of the Equipment by a sub-renter not covered by the Contract.

The Customer shall inform Proceq in advance as to the intended contractual conditions with and the personal details of any sub-rent. After conclusion of such sub-rental as long as permitted hereunder, Proceq shall be entitled to receive a copy of the sub-rental contract.

The Customer is not allowed to assign, transfer or otherwise dispose of the Equipment nor delegate its obligations under the Contract nor the GTC.

11. Ownership

The Equipment remains Proceq's unrestricted and full property during the term as set out in the Contract and will not become a fixture or realty of the Customer or any third party. The Customer shall authorise Proceq to file documents in the Customer's name to evidence Proceq's ownership of the Equipment.

The Customer represents and warrants to respect the ownership of Proceq and that the Equipment is and shall continue to be free and clear of any claim, lien, pledge, encumbrance, security interest, community property right, restriction on transfer or other defect in title.

12. Right of Inspection

The Customer agrees, upon request, to make the Equipment available for inspection by a representative of Proceq during normal business hours after prior announcement of 48 hours.

13. Insurances

The Customer undertakes to insure and keep the Equipment fully insured during the term as set out in the Contract at its own cost.

14. Return of the Equipment

Upon expiry or termination of the Contract for any reason whatsoever, Customer shall return the Equipment in good condition taking into consideration the wear and tear or change resulting from proper use in accordance with the Contract and the GTC and the condition on commencement of the rental relationship. The Customer is responsible to remove all data, including without limitation, encrypted data, passwords, programs and confidential, proprietary and personal information, prior to the return of the Equipment. Proceq shall in no way be responsible for confidentiality or security of any data contained in any returned Equipment.

The Customer is obliged to return the fully cleared Equipment by, at the latest, the day after termination of the Contract at 12.00 a.m. If the date of return is a Saturday, Sunday or holiday recognised by the state, return shall take place on the following local working day by, at the latest, 12:00 a.m.

Any necessary maintenance work must be completed by the Customer before the return of the Equipment to Proceq.

Proceq reserves any and all right to charge, at its sole discretion, the Customer with a refurbishment fee upon termination or expiry of the Contract and within the terms and conditions set forth hereto.

15. Warranties and Indemnities

- (i) Both Parties warrant that they have the necessary power and consents to enter into and to operate the Contract.
- (ii) Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under the Contract.
- (iii) The Customer warrants its good standing and that it will immediately notify Proceq of any imminent insolvency and/or any material financial difficulties that may have a negative impact of Proceq's property rights of the Equipment.
- (iv) The Customer undertakes to duly pay all rental rates to Proceq and not to withhold payment.
- (v) The Customer agrees not use the Equipment for any purpose other

than explicitly set out in these GTC and the Contract.

of courts and legal system stated in Clause 21.

- (vi) The Customer undertakes to inform the police, Proceq and the insurance company immediately if the Equipment is stolen or is suspected of being stolen.
- (vii) The Customer agrees to pay any and all taxes and charges in connection with the Contract. Proceq accepts no obligation for the payment of any tax burden on the Customer arising for any reason including but not limited to tax on benefits in kind.
- (viii) The Customer agrees to hold harmless, to indemnify and to keep indemnified Proceq for any and all losses howsoever arising in connection with injury, death and damage to property caused by the Customer's use or operation of the Equipment.
- (ix) The Customer may not assign, transfer or transfer any its obligations and benefits under the Contract without the prior written consent of Proceq.
- (x) The failure or delay by either party hereto to enforce any term or provision of the Contract or to act upon a breach of any term shall not constitute a waiver of their rights.
- (xi) Both parties warrant that they will not do anything to hinder or adversely affect the execution of the other party's duties under the Contract and the GTC.
- (xii) Both parties warrant that they will submit to the exclusive jurisdiction

16. Warranties, Liabilities or Remedies

Upon the delivery of and up to the time the Equipment is returned to Proceq, the Customer shall be responsible for any loss or damage to the Equipment. The occurrence of such loss or damage shall not relieve the Customer of any obligations under the Contract or the GTC.

A mere reduction in the usability of the Equipment does not entitle the Customer to reduce its payment obligations under the Contract. The Customer may only claim the warranty rights of repair or exchange of the defective Equipment.

Proceq disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Proceq or its suppliers for any damages and remedies whether direct, indirect or consequential.

Proceq makes no warranty regarding any transaction, product or service executed through or by a third party. The use of any such product or service shall be done at the Customer's own discretion and risk.

17. Transfer of Rights and Obligations

The Customer agrees that Proceq is entitled to assign any rights, title and interest arising from the Contract to any entity within the Proceq group of companies. Furthermore, Proceq reserves the right to assign its rights to receive any due payment under the Contract or the GTC to any third party at its sole discretion.

18. Limited Warranty

Proceq warrants that the Equipment is free of material or manufacturing defects. The warranty periods are as follows:

- (a) Electronic indicating units: twenty four (24) months;
- (b) Mechanical and electromechanical parts and accessories: six (6) months
- (c) Parts subject to ordinary wear and tear: thirty (30) calendar days;
- (d) Repaired parts: three (3) months;
- (e) Parts and sub-assemblies acquired by the Customer and not in respect of any warranty cases: six (6) months.

For calibration or adjustment no warranty is granted. Proceq warrants during the above mentioned warranty periods that the Equipment manufactured by Proceq if correctly used is able to be adjusted to meet all possibly printed specifications of Proceq in respect of accuracy and performance for the respective model or type.

For third party's products no warranty is granted. For such products the respective warranty of the manufacturer shall apply exclusively.

The warranty period starts from the date of the Contract. Warranty claims, together with any complain regarding the Equipment shall be addressed directly to Proceq.

The warranty excludes losses due to transport ordinary wear and tear, defective maintenance, failure to observe operating or assembly instructions, over-use, unsuitable fuels, chemical or electrolytic effects, defective construction and assembly work not carried out by Proceq, and any other grounds that are not Proceq's responsibility.

During the warranty period, Proceq will provide spare parts and manpower in order to remedy the defect. In case it is not possible to repair or replace the Equipment, the Customer

shall be entitled to an equivalent Equipment of a similar value.

Excluded from the warranty for new Equipment are all parts subject to ordinary wear and tear, like for instance but not limited to housings, handles, wheels, impact bodies, indenters, impact plungers, test blocks, connecting cables etc. These products are subject to ordinary wear and tear during use.

Proceq shall only be obliged to correct defects if the Customer has complied with all duties imposed on the Customer by Contract and law. In particular, the Customer shall not have the right to withhold the agreed payments on the grounds of a pending warranty claim.

19. Term and Termination

The Contract becomes effective upon acceptance of such rental by Proceq and shall remain in effect for a period of one (1) year or as otherwise expressly provided therein. The Contract shall be automatically renewed for successive periods one (1) year thereafter until and unless the Customer provides Proceq with a three (3) months written notice prior to expiry of applicable term.

Notwithstanding any of the foregoing, the Contract may be terminated with immediate effect by Proceq at any time in writing in the event of the following:

- (a) the Customer breaches any provision of the GTC and/or the Contract and fails to remedy such breach within thirty (30) calendar days of its notification by Proceq. For the avoidance of doubt, any failure to make timely payments is considered a material breach; or
- (b) the Customer becomes insolvent or bankrupt, seeks deferred payment authorization, goes into liquidation, has an administrator, administrative receiver or receiver appointed, makes a voluntary arrangement with its creditors, or proceedings are brought

by a creditor in respect of any of the foregoing.

Upon termination of the Contract for any reason whatsoever, the Customer shall immediately return the Equipment in good condition (ordinary wear and tear excepted). Proceq reserves any and all right to receive the total amount of the fees due for the entire term of rental as agreed under the Contract in the event of earlier termination thereof by the Customer.

20. Data Protection

Proceq will comply with current legislation, in particular the Swiss Telecommunication and Data Protection Act, when handling and processing data. This applies to, among other things, the recording, storage and forwarding of customer data.

The Customer agrees to allow Proceq to store and use the Customer's contact information, such as names, phone numbers, e-mail addresses, and other information (including but not limited to financial information) the Customer has provided or may provide to Proceq from time to time in any country where any company of the Proceq group does business. Proceq will process and use such information in connection with its business relationship with the Customer and reserves the right to provide such information to entities within the Proceq group, their contractors, assignees, and to third parties such as subcontractors, consultants, insurers and entities with which Proceq has signed an agreement to promote, market and support products and services, for uses consistent with their collective business activities, including communicating with the Customer (e.g. for processing orders, promotions or market research). Furthermore, the Customer agrees that Proceq may pass summary details of the Contract to the supplier of the Equipment or Proceq business partner with whom the Customer has a supply relationship.

Proceq's Data Privacy Policy, as amended from time to time, is expressly incorporated herein for the purposes of this matter and shall constitute an integral part of these GTC and the Contract.

21. Place of Performance, Applicable Law, Place of Jurisdiction

Unless specified otherwise, the place of performance of services under the Contract and the GTC shall be the Swiss registered domicile of Proceq.

The Contract, including, but not limited to, the GTC and this Clause 21 shall be governed, construed and interpreted in accordance with the internal laws of Switzerland (excluding Swiss private international law and international treaties and the Vienna Convention on the International Sale of Goods dated 11 April 1980), particularly the provisions of the Swiss Code of Obligations (hereinafter "**CO**"), namely articles 253 et seq. CO.

All disputes arising out of or in connection with the Contract, including disputes on its conclusion, binding effect, amendment and termination shall be brought exclusively before the Courts of the Canton of Zurich, Switzerland. Place of jurisdiction shall be Zurich, Canton of Zurich, Switzerland.