

## GENERAL TERMS AND CONDITIONS

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hereafter («**GT&C**»)

by **Oryl Photonics SA**, Route de la Corniche 5B, 1066 Epalinges, Switzerland (hereafter «**Oryl Photonics**») concerning equipment delivery and services.

### PREAMBLE

- A. Oryl Photonics is developing laboratory instruments to empower its customer's research and development.
- B. These **GT&C** govern the sales and deliveries of equipment (hereafter «**Goods**») and services (hereafter «**Services**») by Oryl Photonics to its customer(s) specified in a respective order (hereafter «**Customer**»).

### 1. General

The contract is deemed effective upon confirmation from Oryl Photonics documenting that it accepts the order (order confirmation).

### 2. Scope of deliveries, Services and Contracts

The order confirmation shall provide a complete list of deliveries and Services from Oryl Photonics.

Unless agreed otherwise Oryl Photonics will provide Services in accordance with:

- the Customer's specific instructions as confirmed by Oryl Photonics;
- the offer submitted by Oryl Photonics;

Except as expressly agreed otherwise in writing, Oryl Photonics shall be entitled to use processes, methods or procedures as it deems appropriate in its sole discretion and is free to modify, change or abandon any such process, method or procedure at any time.

### 3. Prices

Services shall be charged at the prices specified in the offer or as otherwise agreed in writing. Unless explicitly stated otherwise all prices are quoted in Swiss Francs exclusive of VAT. Additional Costs such as transport, insurance, duties and levies are charged in addition.

Oryl Photonics is entitled to make a price adjustment in the event of unexpected changes in the cost of **Goods** between the time when the order is made and the time when receipt of upfront payment is received. If the total cost of **Goods** exceed by 10%, Oryl Photonics will notify the Customer prior to purchase.

In the event any unforeseen problems or expenditure arise in the course of carrying out any of the Services, Oryl Photonics shall be entitled to make additional charges to cover additional time and cost necessarily incurred to complete the Service.

### 4. Terms of payment

Oryl Photonics shall issue any required invoice. Unless otherwise stated in an order confirmation, the Customer shall make payment of each invoice by the due date stated in that invoice or within 30 days of receipt of the invoice, whichever is later.

### 5. Delivery of Goods

All **Goods** shall be delivered Delivered at Place (DAP, Incoterms 2020). Risk and title to the **Goods** shall pass to Customer upon delivery at the address specified in the order confirmation.

The term of delivery runs from the moment the parties enter into the contract, all official administrative formalities have been completed, payments and any security required in the order have been provided, and technical issues have been resolved.

The term of delivery does not continue and is extended, respectively, for an appropriate period if:

- Compelling circumstances affecting Oryl Photonics, the Customer, or a third party (for example, Oryl Photonics's third-party supplier) occur that Oryl Photonics is unable to prevent, despite the required attention. As an example, such circumstances include epidemics, mobilization, war, riot, significant disruptions in business operations, accidents, labor disputes, late or defective delivery of necessary raw materials, semi-finished or finished products, administrative measures or omissions, natural disasters.
- The Customer or a third party is delayed in performing work required of him or in fulfilling his contractual obligations, particularly if the Customer does not comply with payment terms.

## **6. Obligations of the Customer in the delivery of Services**

The Customer shall

- ensure that instructions, sufficient information and all required materials are given to Oryl Photonics in due time to enable the Services to be performed effectively;
- ensure that a competent contact person of the Customer is available during the performance of the Services;
- inform Oryl Photonics in advance of any known hazards or dangers, actual or potential, associated with any order or sample or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements, environmental pollution or poison;
- Notify Oryl Photonics of any applicable non-Swiss laws, regulations and requirements of authorities governing the performance of the Services or the materials to be used or to be developed including their design, handling, labelling, packaging and dispatch.

## **7. Reporting**

- The results of the Services are usually summarized in a written report ("the Report")
- Subject to the Customer's instruction as accepted by Oryl Photonics, Oryl Photonics will issue Reports which reflect statements of opinion made with due care within the limitation of instructions received, but Oryl Photonics is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.
- Reports issued following testing or analysis of samples contain Oryl Photonics' specific opinion on those samples only but do not express any opinion upon the bulk from which the samples were drawn.
- Unless agreed otherwise Reports will be in English.

## **8. Cooperation with Third Parties**

- Oryl Photonics shall be entitled at its discretion to delegate the performance of the whole or any part of the Services to any agent or subcontractor.
- Oryl Photonics shall be liable for the performance of Services by its agents or subcontractors as if it had performed the Services itself.

## **9. Warranty and liability**

Oryl Photonics will transfer to Customer whatever warranties it receives from the third-party suppliers to the extent permitted by the third-party suppliers. In the event that transfer of warranties is not permitted, Oryl Photonics is not obliged to submit a warranty case to the third-party suppliers.

Oryl Photonics warrants that it will perform the Services in a careful and diligent manner and in accordance with Swiss standard industry practices and applicable professional standards, whilst no result intended by the Customer can be guaranteed.

Oryl Photonics shall not be liable for any misuse, wrong or incomplete presentation or misinterpretation of results by the Customer or third parties.

The Customer shall examine the performance of the Services on receipt thereof and report any apparent defects or deficiencies to Oryl Photonics in writing as soon as possible but in no event later than ten (10) days of receipt of the Report. Hidden deficiencies must be reported as soon as they are discovered. Oryl Photonics shall have the right to remedy any defect or deficiency in the Services which have been duly reported by the Customer within a reasonable period of time of receiving such report. If Oryl Photonics fails to remedy such

defect or deficiency on time or to the contractually agreed standard, the Customer's exclusive remedy and Oryl Photonics' sole liability shall be a reduction of the fees payable by the Customer.

Oryl Photonics' liability on any claim is limited to the value of the supplied Services. In no event shall Oryl Photonics be liable for any lost profit, lost business, loss of goodwill or any other incidental, special, consequential, indirect or punitive damages, whether pursuant to a warranty claim or otherwise.

#### **10. Exclusion of liability for consultancy**

In cases where Oryl Photonics advises Customer on application technology, this is done to the exclusion of any liability to the extent permitted by law. In particular, our advice does not release the Customer from his responsibility to verify the **Goods and Services** for their suitability for the intended processes and purposes.

#### **11. Ownership of Data, Protocols, Methods etc**

Data or information provided to Oryl Photonics by the Customer shall remain the Customer's property. Upon full payment to Oryl Photonics for all Services provided by Oryl Photonics, data or information generated by Oryl Photonics for the Customer shall become the Customer's property. Oryl Photonics shall at all times retain exclusive ownership of any and all analytical methods developed by Oryl Photonics for performance of work by Oryl Photonics. The fact that Oryl Photonics rendered the Services does not entitle the Customer to any licence to Oryl Photonics' intellectual property.

#### **12. Data Protection**

The Customer authorizes Oryl Photonics to keep data collected in connection with the performance of the Services on its files for as long as Oryl Photonics deems necessary or useful.

The data will be handled in conformity with the provisions of the Swiss law on Data Protection.

#### **13. Intellectual Property Rights**

No Intellectual Property (such as valuable research, designs, plans, specification sheets, manuals, drawings, trademarks, service marks, trade names, topography rights, design rights and rights in databases, domain names, rights in know-how, trade secrets and all applications or pending applications in each case whether or not registerable in any country and all rights and forms of protection of a similar nature or having equivalent or similar effect in the world) rights are transferred to the Customer under these Terms and Conditions or Purchase Documents, unless there is an explicit agreement specified in writing.

The computer software and all equipment necessary for the operation of the Goods is confidential information belonging to Oryl Photonics or third parties to whom Oryl Photonics is contractually bound. Such data shall not be copied, reproduced or disclosed to others, in whole or in part, without the prior written permission of Oryl Photonics. If the Customer fails to comply with these obligations regarding intellectual property rights of Oryl Photonics the Customer shall be obliged to indemnify against any loss, damage, interest and/or other cost whatsoever incurred by Oryl Photonics with regard thereto.

#### **14. Force majeure**

Oryl Photonics shall not be liable to the Customer or lose any rights because of a delay or failure in the performance of its obligations of any Service, if and to the extent that such failure or delay is due to circumstances beyond its control, including but not limited to, act of God, war, terrorism, civil commotion, destruction of essential facilities or materials, acts of government or labour disputes.

#### **15. Applicable law and jurisdiction**

These GT&C shall in all respects be governed by and construed in accordance with Swiss law.

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 the ordinary courts of Lausanne, Switzerland.

1 May 2025