General Terms and Conditions (GTC)

ACTolution GmbH (Austria)

ACTovation GmbH (Switzerland)

Scope, contracting entity and definitions 1

These General Terms and Conditions apply exclusively to business-to-business contracts for engineering, consultancy and related technical services provided by ACTolution GmbH, Münzgasse 8/11, 1030 Vienna, Austria ("ACT"), to customers acting in the course of their business ("Client"). They do not apply to consumer transactions.

1.1 These General Terms and Conditions apply exclusively to business-to-business contracts for engineering, consultancy and related technical services provided by ACTovation GmbH, Bundesstrasse 3, 6300 Zug, Switzerland ("ACT"), to customers acting in the course of their business ("Client"). They do not apply to consumer transactions.

Any Client terms and conditions shall apply only if expressly accepted by ACT. Individual written agreements and the accepted quotation or statement of work take precedence over these GTC in the event of conflict.

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"Services" include, as agreed in the relevant contract, electromagnetic and mechanical engineering, simulations, feasibility studies, specifications, tendering and procurement support, manufacturing and quality-assurance support, technical assessments, measurements, documentation and related consultancy. ACT is not the manufacturer or supplier of equipment unless expressly agreed.

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References to "written" include an exchange of email or other reproducible electronic communication unless a mandatory legal form or a stricter form is expressly agreed. The parties may agree that particular approvals require signatures.

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Quotations and contract formation 2

Unless expressly designated as binding, quotations, schedules, estimates and technical assumptions are indicative and subject to clarification of the scope and information available at the time of quotation.

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A contract is formed upon ACT's written acceptance of the Client's order, or upon signature of a contract by both parties, or when ACT commences performance at the Client's request and the parties have agreed the essential commercial terms.

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The contractual documents apply in the following order unless otherwise expressly agreed: (i) signed contract or ACT's order confirmation; (ii) agreed statement of work and project-specific specifications; (iii) ACT quotation; (iv) these GTC; (v) documents expressly incorporated by reference.

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The Client's purchase order or other administrative documents shall not introduce additional or conflicting contractual terms unless expressly accepted by ACT in writing. ACT's acknowledgement or confirmation of a purchase order shall not, by itself, constitute acceptance of the Client's general terms and conditions or other additional contractual provisions.

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Scope, Client cooperation and technical assumptions 3

ACT performs only the Services expressly defined in the contract. Engagement for a particular work package or project phase does not imply responsibility for the entire project, for third-party deliverables or for subsequent manufacturing, installation, commissioning or operation.

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The Client shall provide accurate, complete and timely requirements, drawings, models, input data, interfaces, decisions, access and approvals needed for the Services. ACT may rely on Client-provided information unless its verification is expressly included in the scope.

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ACT shall notify the Client of material inconsistencies or concerns it identifies in the course of the agreed Services. Such notification does not constitute an obligation to carry out a comprehensive review of all Client information or third-party work.

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Changes to scope, specifications, assumptions, input data or regulatory requirements may require revised fees, resources, deliverables and schedules. ACT is entitled to remuneration for documented additional work reasonably resulting from such changes, subject to agreed change-control procedures.

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Concepts, simulations, feasibility assessments and preliminary designs are engineering evaluations based on stated assumptions, models and available information. Unless expressly warranted in writing, they are not guarantees of manufacturing outcomes, final equipment performance, regulatory approval or fitness for a purpose outside the agreed scope.

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Performance, subcontractors & project management 4

ACT shall perform the Services with the professional care reasonably expected of a qualified engineering service provider, taking into account the agreed scope and state of technical knowledge.

4.1 ACT shall perform the Services with the professional care reasonably expected of a qualified engineering service provider, taking into account the agreed scope and state of technical knowledge.

ACT may use suitably qualified employees, affiliates or specialist subcontractors to perform the Services, subject to any express contractual approval requirements and applicable confidentiality obligations. ACT remains responsible for its own contractual performance.

4.2 ACT may use suitably qualified employees, affiliates or specialist subcontractors to perform the Services, subject to any express contractual approval requirements and applicable confidentiality obligations. ACT remains responsible for its own contractual performance.

ACT does not assume authority to bind the Client to third-party purchases or contracts unless the Client has expressly authorised ACT to act on its behalf.

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The contracting ACT entity shall remain responsible for its contractual obligations. The involvement of affiliated companies in the performance of the Services shall not, by itself, establish a contractual relationship between the Client and such affiliated companies.

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Schedule, delays and interruptions 5

Project schedules and delivery dates are binding only where expressly identified as such in the contract and are conditional upon the Client fulfilling its cooperation obligations on time.

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ACT is entitled to a reasonable extension of time for delays caused by the Client, changes to scope, late decisions, unavailable third-party information or events beyond ACT's

5.2 ACT is entitled to a reasonable extension of time for delays caused by the Client, changes to scope, late decisions, unavailable third-party information or events beyond ACT's

reasonable control. Reasonable additional costs attributable to such circumstances shall be addressed through the agreed change process or charged on an agreed time-and-material basis.

Where Services are suspended for reasons not attributable to ACT, ACT may invoice Services already performed and documented unavoidable costs. If suspension exceeds six months, either party may terminate the unperformed portion by written notice, without prejudice to accrued payment claims.

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5.3 Where Services are suspended for reasons not attributable to ACT, ACT may invoice Services already performed and documented unavoidable costs. If suspension exceeds six months, either party may terminate the unperformed portion by written notice, without prejudice to accrued payment claims.

Fees, expenses, invoicing and payment 6

Unless otherwise agreed, all fees are quoted in euros, exclusive of applicable value-added tax, withholding taxes and other statutory charges. The applicable tax treatment shall be determined by law and the parties' respective locations and status.

6.1 Unless otherwise agreed, all fees are quoted in the currency specified in the quotation (normally Swiss francs (CHF) or euros (EUR)), exclusive of applicable value-added tax (VAT), withholding taxes and other statutory charges. Swiss VAT shall be charged where required by law. The applicable tax treatment shall be determined by law and the parties' respective locations and status.

Where Services are performed on a time-and-material basis, the Client shall pay for actual hours worked at the agreed rates, together with agreed reimbursable expenses. Estimates do not constitute a fixed fee unless expressly stated.

6.2 Where Services are performed on a time-and-material basis, the Client shall pay for actual hours worked at the agreed rates, together with agreed reimbursable expenses. Estimates do not constitute a fixed fee unless expressly stated.

Unless the contract provides otherwise, ACT may invoice monthly for work performed, on completion of individual work packages or at agreed milestones. Formal approval of deliverables is not a prerequisite to invoicing unless expressly agreed.

6.3 Unless the contract provides otherwise, ACT may invoice monthly for work performed, on completion of individual work packages or at agreed milestones. Formal approval of deliverables is not a prerequisite to invoicing unless expressly agreed.

Invoices are payable without deduction within 30 calendar days of the invoice date, unless a different payment term is agreed. ACT may issue invoices electronically.

6.4 Invoices are payable without deduction within 30 calendar days of the invoice date, unless a different payment term is agreed. ACT may issue invoices electronically.

In the event of late payment, ACT may claim statutory default interest and reasonable recovery costs under applicable Austrian law. Following written notice and a reasonable cure period, ACT may suspend further Services where legally permissible.

6.5 In the event of late payment, ACT may claim statutory default interest and reasonable recovery costs in accordance with applicable Swiss law. Unless otherwise validly agreed, default interest shall accrue at a rate of 5% per annum pursuant to Article 104 of the Swiss Code of Obligations (CO), subject to applicable legal exceptions. Following written notice and a reasonable cure period, ACT may suspend further Services where legally permissible.

Travel, accommodation, specialist third-party services, laboratory fees, materials, licences and other necessary project expenses shall be reimbursed if included in the quotation or otherwise approved by the Client.

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Deliverables, review and acceptance 7

Deliverables are provided in the format and at the stage of maturity defined in the contract. Unless otherwise agreed, editable source files, native CAD models, proprietary calculation tools and internal working documents are not included.

7.1 Deliverables are provided in the format and at the stage of maturity defined in the contract. Unless otherwise agreed, editable source files, native CAD models, proprietary calculation tools and internal working documents are not included.

The Client shall review deliverables promptly and notify ACT of any specific non-conformities against the agreed scope within a reasonable period. Silence shall not automatically constitute acceptance unless a project-specific acceptance procedure expressly so provides.

7.2 The Client shall review deliverables promptly and notify ACT of any specific non-conformities against the agreed scope within a reasonable period. Silence shall not automatically constitute acceptance unless a project-specific acceptance procedure expressly so provides.

ACT shall be given a reasonable opportunity to investigate and remedy a substantiated non-conformity attributable to its Services. Changes requested after completion that are outside the agreed scope constitute additional Services.	7.3	ACT shall be given a reasonable opportunity to investigate and remedy a substantiated non-conformity attributable to its Services. Changes requested after completion that are outside the agreed scope constitute additional Services.
Warranty and liability	**8**	
ACT warrants that its Services will be performed with the professional care specified in Clause 4.1. Any mandatory statutory warranty rights remain unaffected	8.1	ACT warrants that its Services will be performed with the professional care specified in Clause 4.1. The applicable statutory warranty rights and remedies shall be governed by Swiss law, taking into account the legal nature of the agreed Services, including the relevant provisions of the Swiss Code of Obligations (CO) concerning mandates and contracts for work. Any mandatory statutory rights remain unaffected. The parties shall specify project-specific acceptance criteria and remedies where appropriate.
ACT shall not be responsible for defects or losses caused by inaccurate Client data, unauthorised modifications, use outside agreed assumptions, or acts and omissions of third parties, except to the extent ACT itself has breached an applicable contractual duty.	8.2	ACT shall not be responsible for defects or losses caused by inaccurate Client data, unauthorised modifications, use outside agreed assumptions, or acts and omissions of third parties, except to the extent ACT itself has breached an applicable contractual duty.
To the extent permitted by applicable law, ACT's aggregate liability arising from a contract shall be limited to the fees paid or payable under the affected contract, excluding liability that cannot legally be limited, including liability for intent or gross negligence where such limitation is prohibited. The parties may agree a different cap in the individual contract.	8.3	To the extent permitted by applicable Swiss law, ACT's aggregate liability arising out of or in connection with a contract, including liability for acts or omissions of employees, subcontractors and other auxiliary persons engaged in the performance of the Services, shall be limited to the fees paid or payable under the affected contract. This limitation shall not apply to liability arising from ACT's own intent or gross negligence, in accordance with Article 100(1) of the Swiss Code of Obligations (CO), or to any other liability that cannot legally be excluded or limited. Liability for auxiliary persons shall be subject to Article 101 CO. The parties may agree a different liability cap in the individual contract, subject to applicable mandatory legal provisions.
To the extent permitted by law, ACT shall not be liable for indirect or consequential losses, loss of profit, production downtime or loss of business opportunity, except where such exclusion is prohibited by mandatory law.	8.4	To the extent permitted by applicable Swiss law, ACT shall not be liable for indirect or consequential losses, loss of profit, production downtime or loss of business opportunity, including such losses resulting from acts or omissions of auxiliary persons engaged in the performance of the Services. This exclusion shall not apply to liability arising from ACT's own intent or gross negligence, in accordance with Article 100(1) CO, or to any other liability that cannot legally be excluded or limited. Liability for auxiliary persons shall remain subject to Article 101 CO.
Any contractual claims shall be subject to the limitation periods prescribed by the applicable law, unless a legally effective shorter period has been expressly agreed in the individual contract.	8.5	Any contractual claims shall be subject to the limitation periods prescribed by the applicable law, unless a legally effective shorter period has been expressly agreed in the individual contract.
Intellectual property and permitted use	**9**	
Each party retains ownership of intellectual property, know-how, software, methods, templates and materials developed or acquired independently of the contract ("Background IP").	9.1	Each party retains ownership of intellectual property, know-how, software, methods, templates and materials developed or acquired independently of the contract ("Background IP").
Unless otherwise agreed, upon full payment ACT grants the Client a non-exclusive, perpetual right to use the agreed final deliverables for the specific project and purpose defined in the contract, including reasonable use by project participants	9.2	Unless otherwise agreed, upon full payment ACT grants the Client a non-exclusive, perpetual right to use the agreed final deliverables for the specific project and purpose defined in the contract, including reasonable use by project participants

involved in that purpose, subject to confidentiality and third-party rights.		involved in that purpose, subject to confidentiality, third-party rights and applicable Swiss intellectual property law.
Transfer of ownership of intellectual property, exclusive rights, sublicensing rights for unrelated projects, or delivery of native or editable source files requires an express agreement. ACT may retain and reuse its general knowledge, skills, methods and non-confidential know-how.	**9.3**	Any assignment or transfer of intellectual property rights, grant of exclusive rights, sublicensing rights for unrelated projects, or delivery of native or editable source files requires an express agreement between the parties. ACT retains the right to use and reuse its general knowledge, skills, methods and non-confidential know-how, provided that such use does not infringe the Client's intellectual property rights or confidentiality obligations.
Unless expressly agreed otherwise, intellectual property rights arising from the performance of the Services shall remain with the party in which such rights legally vest. No assignment or transfer of such rights shall be implied solely from the performance of the Services or payment of the agreed fees. The Client's rights to use the agreed final deliverables shall be governed by Clause 9.2.	**9.4**	Unless expressly agreed otherwise, intellectual property rights arising from the performance of the Services shall remain with the party in which such rights legally vest. No assignment or transfer of such rights shall be implied solely from the performance of the Services or payment of the agreed fees. The Client's rights to use the agreed final deliverables shall be governed by Clause 9.2.
The Client shall not remove proprietary notices from deliverables. Neither party may publicly disclose the other party's confidential technical information without appropriate permission.	**9.5**	The Client shall not remove proprietary notices from deliverables. Neither party may publicly disclose the other party's confidential technical information without appropriate permission.
Confidentiality and references	**10**	
Each party shall protect the other party's confidential business and technical information and use it solely for performance of the contract. This duty does not apply to information that is public, independently developed, lawfully received without restriction or required to be disclosed by law.	**10.1**	Each party shall protect the other party's confidential business and technical information and use it solely for performance of the contract. This duty does not apply to information that is public, independently developed, lawfully received without restriction or required to be disclosed by law.
Confidentiality obligations survive contract termination for five years, and for trade secrets for as long as they remain legally protected as trade secrets, unless the contract provides otherwise.	**10.2**	Confidentiality obligations survive contract termination for five years, and for trade secrets for as long as they remain legally protected as trade secrets, unless the contract provides otherwise.
ACT may identify the Client or project as a public reference only with the Client's prior consent, unless the information is already public and such use does not breach any confidentiality or contractual obligation.	**10.3**	ACT may identify the Client or project as a public reference only with the Client's prior consent, unless the information is already public and such use does not breach any confidentiality or contractual obligation.
Termination	**11**	
Either party may terminate the contract for material breach if the other party fails to remedy the breach within a reasonable period after written notice, unless immediate termination is permitted by mandatory law or justified by the nature of the breach.	**11.1**	Either party may terminate the contract for material breach if the other party fails to remedy the breach within a reasonable period after written notice, unless immediate termination is permitted by applicable Swiss law or justified by the nature of the breach. Where the Services qualify as a mandate under the Swiss Code of Obligations (CO), the statutory right of either party to terminate the mandate at any time pursuant to Article 404 CO shall remain unaffected.
If the Client cancels or terminates the Services for convenience, ACT is entitled, to the extent permitted by applicable law, to payment for Services performed, agreed non-cancellable commitments and reasonable demobilisation costs. Any additional compensation shall be governed by the individual contract and applicable law.	**11.2**	If the Client cancels or terminates the Services for convenience, ACT is entitled, to the extent permitted by applicable Swiss law, to payment for Services performed, agreed non-cancellable commitments and reasonable demobilisation costs. Where Article 404 CO applies, any compensation arising from termination at an inopportune time shall be governed by applicable Swiss law, without prejudice to the statutory termination rights preserved under Clause 11.1. Any additional compensation shall be governed by the individual contract and applicable Swiss law.

Data protection 12

Each party shall process personal data relating to project contacts and contract administration in accordance with applicable data protection law. Where ACT processes personal data solely on the Client's instructions as a processor, the parties shall conclude a separate data processing agreement where legally required.

12.1 Each party shall process personal data relating to project contacts and contract administration in accordance with applicable data protection legislation, in particular the Swiss Federal Act on Data Protection (FADP) and, where applicable, the European Union General Data Protection Regulation (GDPR). Where ACT processes personal data solely on the Client's instructions as a processor, the parties shall conclude a separate data processing agreement where legally required. Any necessary arrangements concerning international transfers of personal data shall be agreed separately in accordance with applicable law.

Governing law, jurisdiction and final provisions 13

The contract and these GTC shall be governed by the substantive laws of Austria, excluding conflict-of-laws rules to the extent legally permissible. The UN Convention on Contracts for the International Sale of Goods shall not apply to the extent relevant.

13.1 The contract and these GTC shall be governed by the substantive laws of Switzerland, excluding conflict-of-laws rules to the extent legally permissible. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the extent relevant.

To the extent legally permissible, the competent courts in Vienna, Austria, shall have exclusive jurisdiction for disputes arising from the contract.

13.2 To the extent legally permissible, the competent courts in Zug, Switzerland, shall have exclusive jurisdiction over any disputes arising out of or in connection with the contract and these GTC.

If any provision is invalid or unenforceable, the remaining provisions shall remain in effect. The parties shall seek a valid replacement that most closely reflects the commercial purpose of the invalid provision, without affecting mandatory law.

13.3 If any provision is invalid or unenforceable, the remaining provisions shall remain in effect. The parties shall seek a valid replacement that most closely reflects the commercial purpose of the invalid provision, without affecting mandatory law.

Amendments and waivers must be documented in a reproducible written form, unless a stricter form is legally required or expressly agreed. Failure to enforce a right on one occasion does not constitute a general waiver.

13.4 Amendments and waivers must be documented in a reproducible written form, unless a stricter form is legally required or expressly agreed. Failure to enforce a right on one occasion does not constitute a general waiver.