

General Terms and Conditions of oraise Switzerland AG

These general terms and conditions in German are decisive for business transactions between oraise Schweiz AG and its customers. The English version is a non-binding translation.

(1) Scope

These General Terms and Conditions of Business and Delivery apply to all contracts concluded between oraise Schweiz AG (hereinafter referred to as "oraise") and the customer, as well as to all other agreements made within the scope of the business relationship. The customer's general terms and conditions of business and/or purchase shall not form part of the contract unless oraise expressly acknowledges them in writing. If the customer does not wish to accept oraise's general terms and conditions of business and delivery, they must notify oraise in writing before concluding the contract.

(2) Terms of payment and prices

All invoices issued by oraise are due immediately and without deduction, unless other terms have been agreed with the customer. The invoice date is decisive. Upon expiry of the payment period stated on the invoice, the customer shall be in default without further notice (in particular without a reminder). In this case, oraise is entitled (but not limited to) to withhold further deliveries and services and to charge (default) interest. All prices are exclusive of the statutory value added tax. oraise is entitled to make partial deliveries. If prices are not guaranteed in cost estimates or offers, oraise shall inform the customer immediately if it becomes apparent that the estimate or offer is likely to be exceeded by more than 15%; the customer shall then be entitled to declare in writing within 20 days that they wish to withdraw from the contract.

(3) Limitation of liability

oraise's liability is limited to intent and gross negligence on the part of its organs; liability for slight negligence on the part of the organs is excluded. Any liability for oraise's auxiliary personnel is excluded, including liability for intent and gross negligence. Compensation for damages that are not typical for the contract and were not foreseeable is also excluded. oraise is not liable for the recovery of data. The customer undertakes to take appropriate security measures in line with the state of the art to ensure that data can be reconstructed with reasonable effort. The customer further undertakes to take precautions to minimise any damage that may occur and, in particular, to back up data on a daily basis. When backing up data, care must be taken to ensure that the data carriers are also changed regularly. oraise shall not be liable for damage that could have been avoided by proper data backup.

(4) Software

oraise guarantees that the software created and delivered by oraise is essentially free of material and manufacturing defects for a period of six months from the date of delivery. Insignificant deviations

from the agreed quality or minor impairments to usability, in particular errors that can be resolved by other options offered by the software, do not constitute defects in the software created or delivered. The warranty is limited to this. The customer is aware that, according to the current state of technology, errors in programs cannot be ruled out.

In the event of a timely and justified complaint, oraise reserves the right to carry out a total of three attempts at rectification or, in the event of the final failure of the rectification, to grant the customer the right to rescind the contract or reduce the purchase price at the customer's discretion. The customer shall only be entitled to rescission or reduction if a program error proves to be significant and essential for the entire scope of performance and the error cannot be resolved by other means of the software.

Any further warranty, in particular (but not limited to) for the suitability of the software for use by the customer and for direct or indirect damage (e.g. loss of profit, business interruption, etc.) as well as for loss of data or damage arising in connection with the restoration of lost data, is expressly excluded, unless oraise or its organs can be proven to have acted with intent or gross negligence. oraise reserves the right to make or have made changes to the programs even after delivery that improve the performance of the program and do not impair the rest of the software.

Information in manuals, documentation and/or advertising material relating to product enhancements or available accessories is non-binding, in particular because the products are subject to constant adaptation and the information may also refer to future developments. Insofar as acceptance of services by the customer is required, these shall also be deemed accepted upon uncontested commissioning.

Unless it has been contractually agreed that software created by oraise has been created exclusively and individually for a customer, the customer shall receive a simple, non-transferable right of use to the software provided, created or modified by oraise. The creation of copies, modification or transfer of the software to third parties is not permitted in these cases. The rights to the software and the source code remain with oraise.

(5) Rental

The transfer of use of hardware and software is exclusively for the installation site specified in the acceptance report. If software is provided to the lessee, it is intended solely for the contractual operation of the hardware; any other use is prohibited. The lessee is not entitled to transfer the rental objects to third parties without the prior written consent of oraise. Changes and additions to rental objects are not permitted without the written consent of oraise. The lessee is responsible for the selection of the rental objects. The rental period is specified in the contract and begins on the day the equipment is ready for operation (= from the time of acceptance by the lessee). The rental period is automatically extended by one year unless the

rental agreement is terminated by either party in writing by registered letter with three months' notice to the end of a rental period. The lessee undertakes to create the installation and setup requirements in accordance with the installation meeting minutes by the delivery date. The parties shall determine the date of operational readiness in an acceptance report. The obligation to pay the rent shall commence on the first working day after operational readiness has been achieved. The lessee is obliged to treat the rental objects with care in accordance with general standards. The rental objects may only be used for their intended purpose. oraise is entitled to have the rental objects inspected at any time during normal business hours at the place of use. In the event of loss or theft of the rental objects, the lessee is obliged to replace the replacement value to oraise. oraise is only obliged to maintain the rental objects and keep them in operational readiness within the scope of a separately concluded service agreement. In this case, the rental objects may be exchanged for other hardware or software with the same function. Otherwise, any liability on the part of oraise is excluded. The parties shall agree separately, if necessary, on the terms and conditions for the return and uninstallation of the rental items after termination of the rental agreement.

(6) Retention of title

The delivered goods (including all components and accessories) remain the property of oraise until all claims arising from the business relationship with the customer have been paid in full. oraise is entitled to enter the retention of title in the relevant register at any time. The customer is obliged to insure the items subject to oraise's retention of title properly and sufficiently (i.e. theft, fire, water and low-voltage insurance) and to provide oraise with proof of such insurance upon request. In the event of damage, the customer's claims against the insurer shall be deemed assigned to oraise; the customer is obliged to issue and deliver a written declaration of assignment to oraise upon first request. The customer is not authorised to dispose of the items subject to retention of title. If the purchased item has passed into the customer's possession before payment of the purchase price, oraise is expressly entitled, in the event of non-payment of the purchase price, to withdraw from the contract due to the customer's default and to reclaim the purchased item that has been handed over.

(7) Cooperation

The customer shall ensure that oraise is provided with all information necessary for the performance of its deliveries and services in good time and that oraise is informed of any processes and circumstances relating to the deliveries and services. This also applies to information, processes and circumstances that only become known during oraise's activities.

(8) Affiliated companies

Companies affiliated with oraise within a group (cf. Art. 963 ff. OR) shall not be qualified as subcontractors or third parties (e.g. in the sense of a confidentiality agreement). Confidential

information may be passed on to these companies by oraise.

(9) Right to issue instructions

The employees of oraise do not enter into an employment relationship with the customer on the basis of the business relationship with the customer, which also applies when working on the customer's premises. In particular, responsibility for personnel, instructions and the organisation and implementation of personnel deployment lie exclusively with oraise.

(10) Confidentiality

oraise and the customer undertake to maintain secrecy and treat as confidential any manufacturing, business and trade secrets that are disclosed or become known. Documents, drawings and other information may only be used within the scope of the contract. All documents (including offers) handed over to the customer must be returned to oraise upon first request if no corresponding orders are placed.

(11) Price

oraise is entitled to adjust prices unilaterally during the course of the contract if and to the extent that procurement costs, customs duties, fiscal charges or other cost factors relevant to pricing change. oraise shall inform the customer of price changes at least four weeks before they come into effect. In the event of price increases that significantly exceed the regular increase in the cost of living or comparable service costs, the customer shall be entitled to a special right of termination, which they may exercise within four weeks of receipt of the notification by written declaration.

(12) Miscellaneous

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Rather, the invalid provision shall be replaced by a valid provision that comes closest to the intended purpose. No ancillary agreements have been made. Amendments to the contract shall only be effective if they are confirmed in writing. The customer may only assign their rights arising from a business relationship with oraise to third parties with the prior written consent of oraise. Offsetting by the customer against claims of oraise is only permitted with counterclaims recognised by oraise or legally established. The customer waives any rights of retention or retention of title as well as the right to withhold payments.

The business relationship between the customer and oraise is governed by Swiss substantive law, excluding international private law referral provisions and expressly excluding the application of the United Nations Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction for all disputes arising from or in connection with these general terms and conditions and/or the business

relationship between the customer and oraïse **is the
respective registered office of oraïse.**

Schindellegi/SZ, August 2025

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CHE-115.051.863