

# General Terms and Conditions

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## 1 Scope and validity

These general terms and conditions (GTC) regulate all legal relationships between customers (hereinafter referred to as customers) and Meier Elektronik AG. They apply to all services, products and third-party products sold by Meier Elektronik AG. The terms and conditions form an integral part of all contracts concluded between customers and Meier Elektronik AG, unless otherwise expressly agreed. Provisions that differ from the General Terms and Conditions only become legally binding if they are expressly offered by Meier Elektronik AG or expressly accepted in writing by Meier Elektronik AG.

## 2 Service description

Meier Elektronik AG provides services in the areas of consulting, service, programming, engineering and sells its own products as well as third-party products from software and hardware manufacturers. The content and scope of the individual services and products result from the service descriptions contained in the respective contracts, agreements and order confirmations. The content agreed in detail in these service descriptions takes precedence over the general terms and conditions. The manufacturer's specifications apply to third-party products. The services of Meier Elektronik AG are provided for remuneration according to expenditure and without responsibility for the result, unless otherwise expressly agreed.

Meier Elektronik AG offers selected products and services against payment of usage fees and licence fees the possibility of using provided cloud / SaaS software for data recording, analysis, control and alerting, as well as data transmission (IoT, Internet of Things).

These terms of use regulate the temporary use of this software in the form of IoT SaaS (Software as a Service).

## 3 Entry into force of contracts

A contract comes into force on the date it is signed by the parties or at the latest when the service begins to be used or the product or third-party product is delivered. If an order for services, products or third-party products is made verbally, it will in any case be confirmed in writing and will be deemed to be legally valid if it is not revoked by the customer within three days of receipt of the order confirmation. Offers are binding during the period specified by Meier Elektronik AG. If there is no such period specified, the offer remains valid for 30 days from the date of the offer. The current price applies to offers of third-party products.

## **4 Prices, fees, rates and payment terms**

### **4.1 Basic information**

The customer pays a price for the individual services, products and third-party products, which results from the respective contracts, agreements and order confirmations and / or price lists. If a project lasts more than a month, monthly invoices are issued. All prices and charges are exclusive and strictly net, in Swiss francs. Value added taxes and expenses (duties, shipping and packaging costs, insurance, etc.) will also be billed to the customer in the respective amount.

### **4.2 Fixed prices**

If the provision of a service at a fixed price is agreed in the service description, this is based on the fundamentals known at the time the agreement was concluded. Should these fundamentals change significantly during the implementation of the project, and this was not foreseeable for Meier Elektronik AG, Meier Elektronik AG can request an adjustment of the fixed price. Unless otherwise stipulated, Meier Elektronik AG will charge 50% of the fixed price before the start of the order and 50% after installation or it is billed in account. All additional services are billed on a monthly basis and according to the time required. Products from third-party suppliers will be invoiced immediately upon receipt by the customer.

### **4.3 Hourly rates**

The applicable hourly rates for services are based on the applicable price list.

### **4.4 Fees and consequences of failure to pay**

The licence fees for the software use of the IoT products from Meier Elektronik AG are charged to the customer on a pro rata basis for the current year. Thereafter, the licence fee is due and charged on January 1st of the respective year.

If the customer does not pay the licence fees on time, Meier Elektronik AG will set a reasonable grace period for payment in writing. This time limit shall not be less than 30 days. After the grace period has expired, Meier Elektronik AG is free to block software access without further notice.

If the customer has resold Meier Elektronik AG IoT products, Meier Elektronik AG is free to claim the licence fees directly from the respective user. If the user does not pay the licence fee on time, Meier Elektronik AG is free to block software access without further notice after setting a grace period of at least 30 days.

### **4.5 Terms of payment**

All invoices and claims by Meier Elektronik AG against its customers are due immediately and are to be paid without deduction by the date specified on the invoice form under "Payment agreements". Objections or well-founded complaints can be submitted in writing within

this period, but not later than 30 days after the invoice date. Once the specified period has expired, the goods shall be deemed accepted. The due date is also the expiry date. If a customer has not paid the invoice by the date specified on the invoice form under payment agreements, nor has raised objections to it in writing, interest on arrears of ten percent (10%) per year and the payment of reminder fees are due from the due date, without further notice of default being necessary. In the event of default in payment by the customer, Meier Elektronik AG is entitled to discontinue its services without further warning, to initiate collection after a warning and to have the collection done by a third party at the customer's expense. Deductions from the invoice amounts to be paid are not permitted either by offsetting against any counter-claims or for other reasons.

#### **4.6 Extended payment terms**

Meier Elektronik AG can demand measures to secure its claims in the form of advance payments, bank guarantees, etc.

#### **4.7 Price changes**

Meier Elektronik AG reserves the right to adjust prices, fees and rates accordingly. Price changes will be announced to the customer at least one month in advance.

### **5 Retention of title**

The products and third-party products supplied by Meier Elektronik AG remain the property of Meier Elektronik AG or the third-party supplier until payment has been received in full, and the customer is not entitled to resell or pledge them. The customer is obliged to participate in measures to protect the property of Meier Elektronik AG or the third-party supplier.

### **6 Dates and delivery times**

Lead times are non-binding, unless a firm delivery date has explicitly been agreed in writing. Meier Elektronik AG always endeavours to meet the agreed deadlines. However, Meier Elektronik AG cannot guarantee compliance with them and the customer is not entitled to assert claims of any kind due to delays. Any exceeding of deadlines does not entitle the customer to withdraw from the contract or to terminate it. The specification of binding delivery periods and delivery dates by Meier Elektronik AG is subject to correct and timely delivery by the suppliers and manufacturers. Meier Elektronik AG generally provides its services during normal working hours, from Monday to Friday from 8:00 a.m. to 5:00 p.m., with the exception of local public holidays in the municipality where Meier Elektronik AG is located.

### **7 Involvement of third parties**

Meier Elektronik AG is entitled to call in third parties to fulfil the contract. Meier Elektronik AG is liable for the services of third parties involved as well as for its own services.

## **8 Customer obligations**

### **8.1 Preparatory and support activities**

The customer is obliged to undertake all technical, operational and personal preparatory and support activities with regard to the services to be provided by Meier Elektronik AG correctly, in good time and free of charge. In particular, the customer must provide the information and material resources required for the provision of the service in good time and grant Meier Elektronik AG the access required with regard to the fulfilment of the contract. The customer designates a contact person for Meier Elektronik AG who is exclusively authorised to make decisions with regard to operational issues relating to the services to be provided and who has the necessary time resources.

### **8.2 Technical entry requirements for IoT products**

The requirements are based on the respective system requirements, which are also part of the contract. For the provision and necessary configuration of the required hardware and software (e.g., an internet-enabled computer with internet connection and permissible current browser) on the part of the customer, as well as for the telecommunications connection between the customer and the data centre in which Meier Elektronik AG operates the software, up to at the transfer point, the customer bears sole responsibility.

The transfer point for software and application data is the router exit of the data centre in which Meier Elektronik AG operates the software.

### **8.3 Following instructions**

The customer is obliged to follow all instructions from Meier Elektronik AG regarding the use of hardware and software as well as the use of software created by Meier Elektronik AG and to take all reasonable safety precautions (including to protect the devices owned by Meier Elektronik AG). Hardware and software may not be modified by the customer or installed or mounted on untested systems.

### **8.4 Compliance with the regulations**

The customer ensures that the services, products and third-party products for which they have concluded a contract with Meier Elektronik AG are used in accordance with the law and in accordance with the contract. They shall observe and adhere to the respective operating instructions. They are obliged to comply with all legal regulations and assume sole responsibility for the content and functionality of the data on their systems and storage media. Meier Elektronik AG rejects any liability in this regard. The customer is obliged to hold Meier Elektronik AG harmless from all claims of any kind which third parties may assert against Meier Elektronik AG in connection with the use of the services of Meier Elektronik AG by the customer.

## **8.5 Failure to observe obligations**

If the customer does not fulfil their obligations outlined above comprehensively or in a timely manner, Meier Elektronik AG is not liable for any non-contractual service provision. If delays or additional work arise, Meier Elektronik AG can request the adjustment of the agreed dates and an increase in the fee. If the customer does not meet their obligations even after a reasonable grace period has been set, Meier Elektronik AG is also entitled to demand full compensation for the damage incurred. The right to terminate the contract without notice is also reserved.

## **8.6 Special customer provisions**

Customer company regulations, in particular safety regulations, working time regulations and / or company rules, can only be complied with if Meier Elektronik AG is informed in writing before the start of work.

# **9 Delivery, testing, acceptance and acceptance delay**

## **9.1 Delivery of products and third-party products**

Delivery is generally made at the discretion of Meier Elektronik AG and at the risk and expense of the customer. Complaints about damage, loss or destruction during transport must be addressed by the customer directly to the transport company concerned. The customer must confirm receipt of the products by signing the delivery note enclosed with the delivery. The customer must check the deliveries immediately upon receipt and submit any complaints in writing within ten days. If they fail to do this, or if they use the delivered products productively, the delivery is deemed to have been accepted. Meier Elektronik AG will forward complaints to the respective third-party supplier for processing.

## **9.2 Inspection and acceptance of services**

The customer must check the services of Meier Elektronik AG immediately after the completion of the service or after receipt of the notification of operational readiness and report any complaints or defects in writing within the next ten days. Insofar as Meier Elektronik AG is responsible for the results, defects will be remedied by Meier Elektronik AG in accordance with the provisions in Section 14, Warranty. Other complaints will be handled by Meier Elektronik AG at its own discretion. If the customer neglects the timely inspection or acceptance or if they put the services into operation beforehand, these are deemed to have been approved and accepted. Smaller defects that do not significantly affect the customer's operations are not an obstacle to acceptance.

## **9.3 Acceptance delay**

If the customer delays acceptance, Meier Elektronik AG is entitled to store hardware and software ordered or provided in connection with services by Meier Elektronik AG at the cost and risk of the customer, to discontinue the provision of services and, after a grace period set for acceptance has expired, withdraw from the contract. In this case, the customer must pay for

all services provided by Meier Elektronik AG and compensate Meier Elektronik AG for any damage that may have occurred.

## 9.4 Provision of IoT products

Meier Elektronik AG provides the software in the current version on a server for access by the customer. The scope and nature of the software follow from the description of services in the underlying contract. Meier Elektronik AG can make changes to the software or updates at any time without notifying the customer, as long as there is no significant reduction in the scope of services. The number of SMS and call messages to be sent for alerts, as well as the data transmission from remote measuring and control stations, depends on the contractual agreement on which the provision is based.

If access is made available for test purposes and free of charge, Meier Elektronik AG can withdraw it at any time without prior notice. Access data provided must be changed immediately to data known only to the user.

## 10 Intellectual property

### 10.1 Terms of use

Meier Elektronik AG or its licensors remain the owner of all intellectual property rights associated with the provision of services and the related documents and documentation. This also applies if changes or extensions are made by Meier Elektronik AG. If agreed in writing, the customer has a non-transferable and non-exclusive right of use after full payment of the agreed fee to the work results, documents, assessments or programs created by Meier Elektronik AG within the scope of the service description. Programs made available to the customer may only be used on specifically designated equipment and systems and only for their own purposes, but may not be duplicated, made available to third parties or given to third parties. The customer's authorisation to use standard software and documents from third-party suppliers is based on the provisions of the third-party suppliers. The customer undertakes to comply with these provisions at all times.

### 10.2 Usage fee for IoT products

The licence fees (usage fee and scope of use (number of users, scope of functionality, data transmission and number of SMS and call messages)) are contractually agreed or are based on the offer from Meier Elektronik AG. If months are only calculated proportionally, every commenced calendar month is calculated with 1/12 of the usage fee for one year.

Other services such as user support or training require a separate contractual agreement.

All payments are owed plus VAT at the applicable statutory rate and are payable for the respective agreed accounting period.

### 10.3 Permitted use of the IoT products

Upon full payment of the contractually agreed usage fee due, the customer receives the simple, non-exclusive and non-transferable right to use the software, limited to the term of this contract.

The customer may not carry out any attacks or load tests with the software that run the risk of the performance of the software being impaired. The customer is not entitled to make copies or edit the software. In particular, the customer may not disassemble, decompile, decrypt or reverse engineer the software, or manipulate the transmission rate, without the prior written consent of Meier Elektronik AG. In the event of an infringement, Meier Elektronik AG reserves the right to terminate the contract without notice for important reasons.

If the customer unilaterally increases the transmission rate in any way, the corresponding licence model for the higher transmission rate will be charged for the duration.

The customer is responsible for ensuring that the software is not used for purposes that are unlawful or contrary to official regulations or requirements and that such content will not be created and / or stored on the server or locally.

Software made available for test purposes is subject to the same permissible use, with the exception that the use may not serve any commercial purpose of the customer.

### 10.4 IoT products application data

All data that arise during the term of the contract through the permitted use of the software provided or that are transmitted by sensors and devices are application data. The customer is entitled to all rights to these. The customer's application data are available for three months after the end of the contract; after this period has expired, Meier Elektronik AG can delete them.

On the basis of the customer's application data, individualised or aggregated assessments can be carried out by Meier Elektronik AG in order to improve the service or in the interests of the customer to be able to respond more efficiently and more specifically to their needs in connection with the application.

Application data that arise in the course of a test version will be deleted after the test access has ended. In this respect, there is no right of surrender on the part of the customer.

Export formats can be found in the service description, which is part of the contract.

### 10.5 Violation of the terms of use

In the event of violations of use or of the intellectual property of Meier Elektronik AG, its licensors or third-party suppliers by the customer, Meier Elektronik AG reserves the right to terminate the contract without notice for important reasons. The right to claim damages and the right to restore the lawful condition are reserved.

## **11 Third-party rights**

### **11.1 Assistance with infringement of property rights**

Meier Elektronik AG defends the customer against all claims made against the customer in connection with the provision of services by Meier Elektronik AG due to infringement of a Swiss property right, provided that the customer informs Meier Elektronik AG immediately in writing of such claims and Meier Elektronik AG exclusively conducts any lawsuit and offers and supports all negotiations for the in court or out of court settlement of the legal dispute.

### **11.2 Resolution of property rights violations**

If Swiss property rights of third parties have been infringed or if this is likely in the opinion of Meier Elektronik AG, Meier Elektronik AG has the choice of either granting the customer the right to continue using the service in question, of replacing it or changing it in such a way that the infringement of the property rights no longer exists, or to take back this service and reimburse the customer for the remuneration paid by the customer, deducting appropriate compensation for the use made. The customer is not entitled to any other claims against Meier Elektronik AG in the event of a violation of property rights.

### **11.3 Infringements of property rights not involving legal proceedings**

Meier Elektronik AG is not liable for infringement of property rights if a claim arises from the use of services according to the service description in connection with services (hardware and software) that were not supplied by Meier Elektronik AG, or when an infringement of property rights is due to changes in the services of Meier Elektronik AG by the customer or third parties.

### **11.4 Infringements of property rights by third-party suppliers**

For violations of property rights through deliveries and services from third-party suppliers, the provisions on property rights violations by these suppliers apply. Meier Elektronik AG is not liable for such damage.

## **12 Confidentiality**

Both parties are obliged, even beyond the duration of the contractual relationship, not to disclose all manufacturing and business secrets made accessible to them as well as all other confidential information, data and information received or perceived in connection with the preparation of the offer, the preparation of the provision of services, the contract negotiations or the performance of the contract and to keep data and documents secret and only use them in the context of contractual relationships.

## **13 Data Protection**

Customers undertake to comply with all applicable data security and data protection regulations. The Swiss data protection law applies to business relationships with customers in Switzerland and / or abroad. The transfer of confidential information to third parties requires the



prior written consent of the other party. As far as Meier Elektronik AG processes personal data for the customer, the customer is obliged to assume and fulfil their full responsibility as the owner of this data at all times. In particular, they also have to determine the purpose and means of processing this data. Meier Elektronik AG is the sole processor of such data and does not assume any responsibility under data protection law for the customer as the owner of this data. Meier Elektronik AG has the right to inspect and document all of the customer's data and information in order to ensure lawful use. The customer expressly declares their consent to Meier Elektronik AG transferring all non-confidential information and data relating to the customer abroad and processing them comprehensively and using them or having them used.

## **14 Warranty**

### **14.1 Due diligence**

Meier Elektronik AG is liable to the customer for the careful and contractual provision of its services. Meier Elektronik AG is only liable for the results if this is expressly stated. Meier Elektronik AG cannot guarantee that the products or systems it supplies can be used in all desired combinations without interruption and without errors.

### **14.2 Improper handling**

The warranty is also void in the event of defects and malfunctions for which Meier Elektronik AG is not responsible, such as natural wear and tear, coincidence, force majeure, improper handling, interventions by the customer or third parties, excessive use, unsuitable equipment or extreme environmental influences. The warranty does not apply, in particular, if a defect is due to a third party or a malfunction of the infrastructure used by the customer, or if the customer or a third party interferes with hardware or software or manipulates or changes them without first obtaining the written consent of Meier Elektronik AG.

### **14.3 Start date**

In the event of a warranty claim, Meier Elektronik AG will remedy any defects at its own discretion (e.g., repair, replacement delivery). Reworking is generally not carried out on site. If this is nevertheless necessary, Meier Elektronik AG is entitled to charge travel expenses. The customer is entitled at their own expense to send the defective product to Meier Elektronik AG for repair and to have it installed again after it has been returned by Meier Elektronik AG. If Meier Elektronik AG cannot remedy the defects within a reasonable period of time, the customer is entitled to a reduction in the remuneration paid for the service in question, or, if the reduced value reaches the amount of the remuneration paid, to a reimbursement of the remuneration with the deduction of reasonable compensation for use against return of the affected service. Warranty claims must be made in writing within ten days of the occurrence of a warranty case, specifying the defect and the circumstances in which it occurred. Meier Elektronik AG services that go beyond the scope of the customer's warranty claims will be provided by Meier Elektronik AG as far as possible and invoiced according to the currently valid price lists.

## 14.4 Third party manufacturers

For services and deliveries from third-party manufacturers, their warranty and terms and conditions apply exclusively.

## 14.5 Availability of IoT products

Meier Elektronik AG is liable for the availability of the software and the application data at the transfer point (cf. 8.2 GTC). Meier Elektronik AG also offers the option of Service Level Agreements (SLA), in which the availability of the individual products is regulated.

The customer accepts that there may be downtimes due to maintenance and software maintenance, in particular planned unavailability, as well as times in which the software is down due to technical or other problems that are beyond the control of Meier Elektronik AG (e.g., force majeure, transmission problems with the mobile provider, other faults of third parties, etc.). In cases of unavailability for which Meier Elektronik AG is not at fault, the liability of Meier Elektronik AG is, as far as legally possible, completely excluded.

Meier Elektronik AG shall eliminate the software deficiencies reported by the customer within a reasonable period of time.

## 15 Liability

### 15.1 Exclusion

Any liability or obligation for damage in direct connection with the provision of services by Meier Elektronik AG as well as for other damage, in particular indirect damage, consequential damage such as lost profit, unrealised savings, additional expenses or claims by third parties or loss of data as well as for damage from delayed delivery is expressly excluded within the framework of what is legally permissible. Liability is limited to damage that can be traced back to intentional or grossly negligent behaviour. Meier Elektronik AG is also not liable for damage caused by chance, force majeure or third parties.

In no case can the buyer claim compensation for damage not caused to the delivered goods themselves, like for example loss of production, loss of use, loss of orders, lost profit and other direct or indirect damage. Liability for the replacement of claims by third parties, which are asserted against the customer due to infringement of intellectual property rights, is also excluded. This exclusion of further liability by Meier Elektronik AG does not apply to illegal intent or gross negligence, but it does apply to auxiliary persons.

### 15.2 Third-party products

The manufacturer's provisions apply to third-party products. Meier Elektronik AG rejects any liability for claims arising from the failure or incorrect functioning of third-party products (for example service costs for the renewed removal and installation of software / hardware). Meier Elektronik AG undertakes to provide the customer with regular information on the progress of orders and project work as well as to display the circumstances that could jeopardise the fulfilment of the contract. Meier Elektronik AG is in no way liable for the provision of services

by third-party suppliers. Meier Elektronik AG can assert contractual claims against third-party suppliers in consultation with and on account of the customer.

## 16 Force majeure

If, despite all due care, a party cannot meet its contractual obligations due to force majeure such as natural events of particular intensity, warlike events, strikes, unforeseeable official restrictions, etc., the fulfilment of the contract will be postponed according to the event that has occurred.

## 17 Export

The export of products that are subject to an export ban by the Department for Import and Export of the Federal Department of Economic Affairs or corresponding foreign authorities is prohibited. The customer undertakes to comply with such export bans.

## 18 Changes and termination

### 18.1 Changes

Unless a special change process is provided for in the service descriptions, the parties can agree on changes to the service description at any time in writing. In addition, Meier Elektronik AG shall notify the customer of changes to the terms and conditions, the order modalities, the contracts and agreements in good time. Changes entitle the holder to terminate the contract within the normal notice period. Without termination within this period, the changes are deemed to have been approved by the customer.

### 18.2 Termination

Open-ended contracts can be terminated in writing by both parties with one month's written notice. In the case of fixed-term contracts, the term of the contract is tacitly extended by a further year if the contract is not terminated with one month's notice before the end of the contract period. Deviating agreements between the parties remain reserved.

Meier Elektronik AG can terminate contracts without notice at any time by notifying the customer and / or suspend its services and deliveries if the customer violates an essential contractual provision, undertakes or tolerates illegal or offensive activities in connection with the use of the services of Meier Elektronik AG, is in arrears with the payment of invoice amounts, becomes insolvent, foreclosure measures are taken against them or otherwise their economic situation changes in such a way that the rights of Meier Elektronik AG are endangered.

### 18.3 Termination for IoT offers

Both parties can properly terminate the use of the offer at the end of the year with a notice period of 3 months. The hardware purchased in connection with the software from Meier Elektronik AG (IoT Pilot, sensors, etc.) are excluded from this termination; they are subject to the present sales contract in accordance with para. 5 GTC and remain the property of the customer.

The customer is free to return the devices used to Meier Elektronik AG at their own expense.

## 19 Legal consequences if the terms of use of the IoT products are violated

If a customer or a user with a contractually provided access violates the provisions of para. 10 GTC, Meier Elektronik AG can, in addition to the provisions in para. 10.5 GTC:

- Block access to the customer and all their users immediately if the violation can be proven to be ended thereby. Customers will be informed about the block afterwards.
- Delete the application data affected by this immediately if the violation can be proven to be ended as a result. The customers will be informed about the deletion afterwards.
- Warn the customer or user in writing. If the violation is not stopped within ten days of the warning, Meier Elektronik AG can terminate the contract without notice
- Assert a contractual penalty of CHF 20,000.00. With the payment of the contractual penalty, the customer or the user is not released from the obligation to comply with the provisions in question.

The right to claim additional damages is reserved; in this case, the contractual penalty will be offset against the claim for damages. If the customer collects, processes or uses personal data, they are responsible for the fact that they are entitled to it according to the applicable, in particular, data protection regulations and they exempt COYO from claims of third parties in case of a violation. If a customer's user violates the rights of third parties with a contractually provided access, the customer shall indemnify Meier Elektronik AG from all third-party claims upon first request.

## 20 Reference data

Meier Elektronik AG is entitled, taking into account data protection and confidentiality, to name and publish the service provision on which the contract is based, naming the customer as a reference project.

## 21 Partial invalidity

Should individual provisions of these terms and conditions be invalid or ineffective, this has no influence on the effectiveness of the remaining provisions and the terms and conditions as a whole. In such a case, the parties will endeavour to replace the invalid or contestable provision with another valid and enforceable provision that comes as close as possible to the legal and economic content of the repealed provision. The same applies to filling in loopholes in the contract.

## 22 Applicable law and jurisdiction

All legal relationships between customers and Meier Elektronik AG are subject to Swiss law. The place of jurisdiction is CH-6018 Buttisholz LU. Meier Elektronik AG is, however, entitled to take legal action against the customer at their headquarters or domicile.