

Onefive Terms and Conditions

1. **SCOPE OF AGREEMENT.** This Agreement sets forth the general terms and conditions which shall control all purchases from ONEFIVE. These Terms and Conditions have priority over all other terms, including Buyer's Purchase Order Terms, and may only be waived or amended by a writing signed by authorized representatives of Seller and Buyer.

2. **PURCHASE ORDERS.** ONEFIVE has no obligation with respect to any Purchase Order until it is accepted by ONEFIVE. ONEFIVE has the right to accept Purchase Orders in whole or in part. ONEFIVE quotes are based on current availability of materials and manufacturing capacity. If such material availability or manufacturing capacity changes by the time a Purchase Order is placed, ONEFIVE has the right to change the lead time when accepting the Purchase Order.

3. **TAXES AND EXPORT CHARGES.** All Prices are exclusive of all sales, excise, value-added, use, and property (ad valorem) taxes and all customs and export charges, which are the responsibility of Buyer. These will be added to the invoice and paid by Buyer.

4. **SHIPMENT.** ONEFIVE will provide at the expense of the Buyer standard commercial packaging to identify and protect the Products during shipments. Buyer may request special packaging. In the absence of specific shipping instructions, ONEFIVE will ship by the method it deems most advantageous. Transportation charges will be collected on delivery or, if prepaid, will be subsequently invoiced to Buyer. If insurance is necessary, Buyer is obligated to obtain insurance against damage to the Products being shipped.

5. **DELIVERY; FORCE MAJEUR.** ONEFIVE shall use reasonable commercial efforts to deliver the Products to Buyer on the delivery dates set forth in the attached Quotation. Delivery will be made F.O.B. ONEFIVE's plant, Zürich, Switzerland. Title to such products shall pass to Buyer upon delivery of the Products by ONEFIVE to carrier; Buyer assumes all risk of loss or damage to the Products after delivery to the carrier and during shipment and shall file any damage claim forms required by the carrier or insurer. Shipping dates for the Products are approximate, and the failure to perform shall not be considered a breach by ONEFIVE. Performance by ONEFIVE will be excused without liability during any period that performance is prevented or delayed by causes beyond the reasonable control of ONEFIVE.

6. **TERMS OF PAYMENT; SECURITY INTEREST; BANKRUPTCY.** All payments, after credit approval, are due net thirty (30) days after the original Product shipment date. Past due payments will accrue interest at the rate of 1.5% per month until paid. If Invoices are not paid within sixty (60) days of invoice date, ONEFIVE may suspend shipment of any goods ordered by Buyer. Buyer grants a UCC security interest of ONEFIVE in all shipped Products until the contract price is fully paid. If Buyer defaults in any of its obligations to ONEFIVE, ONEFIVE will have the right to repossess the Products sold hereunder without liability to Buyer. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect ONEFIVE's security interest. If Buyer (i) becomes bankrupt or insolvent, (ii) makes an assignment for the benefit of its creditors, (iii) commences to be wound up, or (iv) suffers a receiver to be appointed, ONEFIVE may cancel this agreement in writing

without judicial intervention or declaration of default of Buyer and without prejudice to any other right or remedy.

7. **INTELLECTUAL PROPERTY.** ONEFIVE retains all copyright, patent, ownership of software, and other proprietary rights in the Products.

8. **LIMITED WARRANTY.** ONEFIVE warrants that the Products comply with applicable Product specifications and that the Products will operate properly under proper use and under normal conditions without defects in material and workmanship that prevent such operation for a period of one year from date of delivery to Buyer. Defective goods may be returned freight prepaid after obtaining a customer return order number from ONEFIVE. If after testing and inspection any such returned product is determined by ONEFIVE to be defective, ONEFIVE shall promptly repair or replace the product and return it to Buyer freight prepaid. Goods or parts that have been subject to any misuse or accident are not covered by warranty. **BUYER HAS NO OTHER REMEDY FOR BREACH OF WARRANTY OR FAILURE TO MEET PRODUCT SPECIFICATIONS.**

9. **NO ADDITIONAL WARRANTIES.** This warranty is the only warranty made by ONEFIVE with respect to the Products delivered hereunder. No warranty is made with respect to custom equipment or goods produced to Buyer's specifications except as specifically stated in writing by ONEFIVE in the contract for such custom goods. ONEFIVE disclaims all other express or implied warranties, including any warranty for non-infringement, merchantability or fitness for a particular purpose. To the extent an implied warranty cannot be excluded, it is limited in duration to the warranty period.

10. **LIMITATION OF LIABILITY.** ONEFIVE shall not be liable for injury to any property other than the products, including third-party claims, and shall be limited to the refund of the purchase price. **IN NO EVENT SHALL ONEFIVE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.** Buyer shall defend and indemnify ONEFIVE against any claims that are based upon any subsequent resale of the Products by Customer or upon any sale by Customer of any of its goods that contain ONEFIVE's Products.

11. **LIMITATION OF LIABILITY FOR CUSTOMER-OWNED PARTS.** ONEFIVE shall not be liable for injury to any customer-owned property delivered to ONEFIVE unless specifically agreed in writing, and shall be limited to the refund of the purchase price. Customer must carry business insurance on all customer-owned material sent to ONEFIVE. **IN NO EVENT SHALL ONEFIVE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.** Buyer shall defend and indemnify ONEFIVE against any claims that are based upon any subsequent resale of the Products by Customer or upon any sale by Customer of any of its goods that contain ONEFIVE's Products.

12. **CANCELLATION.** This Agreement may be canceled by Buyer only upon the payment of reasonable cancellation charges, which will include expenses already incurred for labor and material costs, overhead, commitments made by ONEFIVE, and a reasonable profit.

13. **INTELLECTUAL PROPERTY INFRINGEMENT DEFENSE AND INDEMNITIES.** ONEFIVE shall defend and indemnify Buyer, with Buyer's cooperation, against any claims that the manufacture or sale of the ONEFIVE's product or that ordinary use of ONEFIVE's product constitutes an infringement of a patent or Trademark. Buyer shall defend and indemnify ONEFIVE against any claims that

manufacture or sale of Products manufactured to Buyer's specifications constitutes an infringement of any patents or trademarks. THIS AGREEMENT STATES ONEFIVE'S ENTIRE LIABILITY AND OBLIGATION WITH RESPECT TO INTELLECTUAL PROPERTY CLAIMS.

14. ENTIRE AGREEMENT. The terms and conditions set forth herein constitute the entire agreement between ONEFIVE and Buyer and supersede any other agreements or offers including any purchase order of Buyer. ONEFIVE' ACCEPTANCE OF ANY BUYER PURCHASE ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THIS AGREEMENT. This Agreement may not be modified or interpreted by any trade usage or prior course of dealing not expressly made part of this agreement. Buyer hereby acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation unless specifically set forth herein.

15. APPLICABLE LAW. This Agreement, and any disagreement arising thereof, will be governed by the laws of Switzerland, with exclusive jurisdiction and venue in the courts of Zürich, Kanton Zürich, Switzerland. Buyer shall bring action relating to any dispute Buyer may have hereunder within one (1) year of the accrual of such dispute.