CONDIS®

General Terms and Conditions of Sale

For high-voltage capacitors goods

The following are the general terms and conditions (hereinafter "Terms") applicable in connection with the sale of CONDIS products.

The term "CONDIS" as used herein shall mean CONDIS SA. The term "Buyer" shall mean the party placing the purchase order. No contractual relationship between CONDIS and Buyer shall arise until such time as Buyer has placed an order that has been accepted by CONDIS, and such acceptance has been indicated on a written acknowledgement.

1. Application of the Terms

1.1 These Terms shall govern any purchase contract between Buyer and CONDIS.

1.2 No terms or conditions delivered with or contained in Buyer's order, quotations, acknowledgements, acceptances, specifications or similar documents will form part of the contract between CONDIS and Buyer and Buyer waives any rights to rely on such terms or conditions, unless explicitly agreed to in writing by CONDIS.

1.3 Any applicable addenda, these Terms, CONDIS proposal ~~/~~, offer, price quote, or written acknowledgement issued by CONDIS shall constitute the parties' entire and final agreement (hereinafter "Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. CONDIS' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on CONDIS unless separately signed by CONDIS. CONDIS' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in the Agreement.

1.4 This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior negotiations, discussions, and representations, whether written or oral.

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2. Prices, Payment and Delivery Terms

2.1 Prices (hereinafter "Prices") for all high voltage capacitor products of CONDIS purchased hereunder (either singularly or collectively hereinafter "Products") from CONDIS and/or all installation, commissioning, servicing or training provided by CONDIS in connection with the purchase of Products (hereinafter "Services") are: (i) as stated in CONDIS' offer/proposal, or if none are stated; (ii) CONDIS' standard prices in effect when CONDIS receives Buyer's purchase order; or if neither (i) or (ii) apply, then CONDIS' standard prices in effect when the Products are being shipped or the Services are being provided.

2.2 Unless expressly stated otherwise, the Prices contained in any quotation by CONDIS shall be valid for 30 days from the date of issuance, unless otherwise stated in the offer.

2.3 Buyer shall only use the Products sold to it by CONDIS in the manufacture of the products and final applications produced by Buyer utilizing the Products and may not resell any of the Products in bulk, unless CONDIS' prior written consent.

2.4 All payments due hereunder to CONDIS shall be paid to CONDIS in Swiss Francs (CHF) not later than thirty (30) days following the date of the applicable invoice.

Buyer shall bear all bank charges and fees, as well as any currency exchange risk if payment is made in a currency other than CHF.

2.5 All orders are subject to credit approval by CONDIS. CONDIS may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, CONDIS may withhold manufacturing or shipment, require advance cash payments, or require other satisfactory security. CONDIS may recover shipped Products from the carrier pending such assurances.

2.6 Late payments shall bear interest at a percentage rate of five percent (5%) per annum or, if lower, the maximum rate allowed by law. The maximum late payment penalty fee shall amount ten percent (10%) of the order confirmation in question.

2.7 Unless otherwise stated on the face of the purchase order and matching order confirmation, all Products are delivered FCA Rossens selected facility, as defined by Incoterms 2020, and title to the Products shall transfer at such point regardless of CONDIS' involvement in coordination or execution of delivery of the Products to a different point.

2.8 Where Products are delivered in shipments or only part of a shipment fails to comply with the Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If CONDIS holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

2.9 If Buyer disputes all or any portion of an invoice, it must first deliver written notice to CONDIS of the disputed amount and the basis for the dispute within twenty (20) days of receiving-the goods. Failure of Buyer to timely notify CONDIS of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with these Terms. Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

2.10 CONDIS may suspend work if an undisputed invoice is more than thirty (30) days past due. CONDIS may terminate the Agreement with the Buyer if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, CONDIS may also terminate the Agreement with the Buyer immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

2.11 CONDIS shall use all reasonable efforts to deliver each of Buyer's orders for the Products and to complete all Services on the date(s) specified in the order, but the time of delivery and performance shall not be of the essence. In no event shall CONDIS be liable for any loss, damage or penalty for delay in delivery, in the case of Products, or performance, in the case of Services, or for failure to give notice of delay.

2.12 In the event that the delivery terms defined by the Incoterms 2020 mentioned in the order confirmation are FCA Rossens or EXW Rossens, Buyer must arrange the pick-up of Products no later than ten (10) working days after the confirmed shipment date. Unless agreed between Buyer and CONDIS, CONDIS will be entitled to charge a penalty of one percent (1%) for each week of additional storage. The maximum penalty for additional storage shall equal to ten percent (10%) of the order confirmation in question.

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3. Warranties

3.1 The duration of CONDIS' Warranty, as defined below, shall begin on the date upon which title transfers from CONDIS to Buyer, as defined in accordance with the applicable delivery terms, in the case of Products, or on the date upon which the Services are completed, in the case of Services, and shall extend for a period of twenty-four (24) months (hereinafter "Warranty Period").

3.2 For Buyer's purchases of the Products and/or Services, CONDIS provides the following limited warranty, including, notably, the following express conditions and exclusions (collectively hereinafter "Warranty"): CONDIS warrants to Buyer that the Products delivered hereunder will conform to CONDIS' specification in effect at the time of delivery and will be free from defects in material, design, and workmanship for the Warranty Period. CONDIS warrants to Buyer that the Services will be performed: (a) in a diligent, professional and workmanlike manner in accordance with applicable industry standards; (b) in accordance with these Terms; and (c) by experienced and qualified personnel.

3.3 THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, THE COURSE OF DEALING, OR THE USAGE OF TRADE, AND ALL OTHER WARRANTIES, WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY CONDIS AND WAIVED BY BUYER.

3.4 This Warranty is expressly conditioned upon the following (hereinafter "Warranty Conditions"): (a) CONDIS is notified in writing at backoffice@CONDIS.ch by Buyer within thirty (30) days after discovery of failure of the Products or Services to comply with the Warranty; (b) Buyer obtains a Return Material Authorization (RMA) number from CONDIS prior to returning any allegedly defective Products to CONDIS; (c) any allegedly defective Products are returned to CONDIS suitably packaged, transportation charges prepaid by Buyer; unless otherwise agreed in writing; and, (d) any allegedly defective Products are received by CONDIS for adjustment no later than sixty (60) days following the issuance of valid RMA instructions and in no event later than four (4) weeks following the last day of the Warranty Period.

3.5 This Warranty specifically excludes any failure by or defects of the Products which have been caused by the following (hereinafter "Warranty Exclusions"): (a) misuse, abuse, neglect, improper installation or application, including, but not limited to, excessive vibration or charging, overexposure to extreme temperatures, acts of God, improper

interface or interaction with other units, or malfunction of any components or equipment used with the Products; (b) failure to follow instructions or warnings on the product or applicable manuals, including, specifically, mounting and cabling methodologies; (c) unauthorized repair or alteration, including, notably, breaking the seal of any of the Products; (d) collision, accident or negligence in use, storage, transportation or handling occurring after the transfer of title of the Products from CONDIS to Buyer; or (e) any other harm to or loss of the Products after the transfer of title of the Products from CONDIS to Buyer, including, for example, theft of the Products.

3.6 CONDIS' sole liability and Buyer's sole and exclusive remedy for a breach of the foregoing Warranty shall be for CONDIS, in its sole and reasonable discretion, to repair or replace such Products or re-perform the Services. In the event that any one or more of the above Warranty Conditions is not satisfied or the Products have been subjected to any of the scenarios within the Warranty Exclusions, CONDIS shall have no liability under this Warranty whatsoever. The Warranty on repaired or replaced parts is limited to the remainder of the original Warranty Period.

3.7 This Warranty extends only to Buyer and not to any subsequent purchaser or owner of the Product and Buyer, nevertheless, shall ensure that the limitations and disclaimers of this Warranty, including, specifically, the Warranty Conditions and Warranty Exclusions, are applicable to such subsequent purchase or owner of the Product.

3.8 All claims by Buyer for damages not affecting the Product itself, such as, but not limited to, loss of use, loss of orders, loss of profits, claims by third parties or claims for indirect or consequential damages, irrespective of the legal basis for such claims, shall be excluded.

3.9 Unless CONDIS agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit CONDIS to perform its warranty obligations; (iii) transportation to and from the CONDIS factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with the obligations described above or from their deteriorated condition.

3.10 NO EMPLOYEE OR REPRESENTATIVE OF CONDIS IS AUTHORIZED TO MODIFY THIS WARRANTY FOR ANY PRODUCTS EXCEPT VIA A FORMAL WRITTEN AMENDMENT TO THESE TERMS.

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4. Returns

4.1 Buyer may return only those Products which fail to conform to the Warranty set forth above. All other returns shall be subject to CONDIS' approval.

5. Patent and Copyright Infringement

5.1 CONDIS will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement or misappropriation of a third party's patent, trade secret or copyright in the country where the Product is delivered by CONDIS. Buyer will promptly give CONDIS written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. CONDIS shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to CONDIS and shall not enter into a settlement without CONDIS' prior written consent. CONDIS is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, CONDIS will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

5.2 CONDIS will have no duty or obligation under this section 5 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused CONDIS to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against CONDIS, Buyer must protect CONDIS in the same manner and to the same extent that CONDIS has agreed to protect Buyer under this section 5.

5.3 THIS SECTION 5 IS AN EXCLUSIVE STATEMENT OF CONDIS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

5.4 If any party involved in the sales process has access to CONDIS information systems or customer data, they must comply with information security standards aligned with ISO

27001. Such parties shall implement adequate technical and organizational measures to ensure the confidentiality, integrity, and availability of the data. If a party is not ISO 27001 certified, CONDIS reserves the right to request the completion of an information security questionnaire to assess potential risks associated with access. Any data breaches or information security incidents that may impact CONDIS or its customer data must be promptly reported to CONDIS. Compliance with these standards may be subject to regular audits by CONDIS or an authorized third party.

Under no circumstances shall any party use, input, or allow CONDIS or customer data to be processed, stored, or incorporated into any Artificial Intelligence (AI) systems or technologies without prior written approval from the CONDIS Product Line.

If any subcontractors or third parties are involved in the sales process and have access to CONDIS information systems or data, the responsible party must ensure that these entities comply with the same information security requirements and standards outlined in this agreement. The responsible party remains fully accountable for the actions and compliance of its subcontractors or third parties.

6. Buyer's Requirements

6.1 CONDIS' performance is contingent upon Buyer timely fulfilling all of its obligations under these Terms and the Agreement. These obligations include the Buyer supplying all documents and approvals needed for CONDIS to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. CONDIS may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

7. Software

7.1 Any software incorporated into or provided for use in a Product is not sold but rather is licensed solely for use in that Product. Such license is non-exclusive, non-sublicensable and does not include the right to (and Buyer will not) modify, reverse engineer (except to the extent applicable law prohibits reverse engineering restrictions), incorporate or use in any other works, create derivatives of, or copy any portion of such software, or to use the software or product for the benefit of any third party.

8. Limited Liability

8.1 EXCEPT FOR BODILY INJURY, CONDIS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY

OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAYABLE TO CONDIS HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO DATE THE CAUSE OF ACTION AROSE, UNLESS DAMAGES RESULTED FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR (II) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE; OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

CONDIS SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL OR FOR ANY ALLOCATION OF PRODUCTS BETWEEN ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. BUYER FURTHER ACKNOWLEDGES THAT THE PRICING AND TERMS WOULD HAVE BEEN DIFFERENT IF A DIFFERENT ALLOCATION OF RISK HAD BEEN APPLIED.

8.2 BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 8 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF CONDIS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY ANDLIMITATIONS ON LIABILITY EXPRESSED IN THIS SECTION 8 EXTEND TO CONDIS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

9. High Risk Activities.

9.1 The Products are not designed, manufactured, or intended for use in hazardous environments requiring fail-safe performance where the failure of the product could lead to death, personal injury, or significant physical or environmental damage (hereinafter "High Risk Activities"). Use of the Products in High Risk Activities is not authorized, and Buyer shall indemnify and hold harmless, CONDIS and its affiliates and shareholders from any liability, damages, costs and expenses (including, without limitation, the costs and fees of attorneys and other professionals) arising from or relating to any violation of Buyer's obligations under any of these Terms or any use of the Products by Buyer or any party obtaining use or exposure to the Products through Buyer.

10. Compliance with Laws

10.1 Buyer shall comply with all laws and regulations, including, but not limited to, those pertaining to export laws and restrictions and regulations of Switzerland, the European Union and the United States of America or any other foreign agency or authority, and not

export, or allow the export or re-export of any Product (or any product incorporating such Product) in violation of any such restrictions, laws or regulations; Buyer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export of the Products, as the case may be, of Products to any location and shall demonstrate to CONDIS compliance with all applicable laws and regulations prior to delivery thereof by CONDIS.

11. General

11.1 All notices under these Terms shall be in writing, and shall be deemed given when personally delivered, when sent by confirmed fax, when received by confirmed email, or three days after being sent by prepaid certified or registered mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.

11.2 Buyer shall not have any right or ability to assign, transfer, or sublicense any obligation or benefit under these Terms and the Agreement and any attempt to do so shall be void. CONDIS may assign these Terms and the Agreement or the underlying purchase order in whole or in part.

11.3 The failure of either party to enforce its rights under these Terms or the Agreement at any time for any period shall not be construed as a waiver of such rights.

11.4 These Terms supersede all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of these Terms and all past dealing or industry custom.

11.5 No changes or modifications or waivers are to be made to these Terms unless evidenced in writing and signed for and on behalf of both parties (including this section 11.5).

11.6 In the event that any provision of these Terms shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

12. Applicable Law and Jurisdiction

12.1 These Terms shall be governed by and interpreted under the laws of Switzerland (without regard to the conflicts of laws provisions thereof or the United Nations Convention on the International Sale of Goods).

12.2 Place of jurisdiction for any controversy or dispute arising from or relating to these Terms or the subject matter of the Agreement shall be the Commercial Court of the Canton of Zurich, Switzerland (Handelsgericht des Kantons Zürich).

13. Force Majeure

Neither party shall be liable for any loss, damage, detention, failure or delay in performing its obligations under the Agreement to the extent directly or indirectly caused by or arising from an event of Force Majeure, which shall include but not be limited to acts of God, acts (or failures to act) of governmental authorities, fires, sabotage, nuclear accidents or damage to the reactor, severe weather conditions, storms, volcanic eruptions, avalanches, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), terrorists acts or acts of terrorism, illness, epidemics, pandemic civil unrest, revolutions and uprisings, riots, acts or omissions by sub-contractors or other causes beyond its reasonable control. The delivery date shall be extended for a period equal to the time lost by reason of delay plus such additional time as may be reasonably necessary to overcome the effect of the delay. If force majeure lasts longer than 90 (ninety) days, CONDIS may withdraw from the Agreement. Any further claims, in particular claims for damages due to force majeure, are excluded.