

# VIGILITECH



## General Terms and Conditions of Sale

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## Confidentiality

This document and the attached exhibits are proprietary of Vigilitech. The document and attached exhibits are confidential. No part of the document and its exhibits or any of the information contained therein shall be disclosed, copied, or distributed without a prior written permission of Vigilitech.

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## 1. Scope of application

- 1.1. All agreements (hereinafter "**Agreement**") concluded between Vigilitech AG (hereinafter "**Vigilitech**") and the buyer (hereinafter "**Buyer**") relating to Vigilitech's products and services (hereinafter "**Delivery Item**") shall be governed exclusively by these General Terms and Conditions of Sale (hereinafter "**GTC Sale**") of Vigilitech. Any deviating terms and conditions of the Buyer (e.g. invitation to submit an offer, order confirmation or general terms and conditions of business/purchasing of the Buyer) are hereby expressly rejected. Deviations from these General Terms and Conditions of Sale shall only apply if they have been expressly recognized by Vigilitech in writing.
- 1.2. In the event of contradictions between different contractual documents, the following contractual hierarchy applies:
  - 1.2.1. Mutually signed contract between the Buyer and Vigilitech
  - 1.2.2. Order Confirmation from Vigilitech
  - 1.2.3. Offer from Vigilitech
  - 1.2.4. General Terms and Conditions of Sale of Vigilitech
- 1.3. All forms of transmission that enable proof by text, such as e-mail, are equivalent to the written form.

## 2. Offers

- 2.1. Unless otherwise agreed, services up to the preparation of the offer and offers are free of charge for the Buyer. Offers from Vigilitech are binding for a limited period of 30 days from receipt by the Buyer. Thereafter, Vigilitech is no longer bound by the offer.

## 3. Order/Order Confirmation

- 3.1. Vigilitech's offer on its website is legally non-binding and subject to the specific availability of the corresponding Delivery Items. An Agreement between Vigilitech and the Buyer is concluded when Vigilitech has confirmed an order of the Buyer ("**Order**") in text form ("**Order Confirmation**").
- 3.2. Verbal agreements require subsequent written confirmation by Vigilitech; if this is missing, no valid Agreement has been concluded. Only sketches, drawings, specifications, etc. to which explicit reference is made in Vigilitech's offer or Vigilitech's Order Confirmation shall form an integral part of the Agreement.
- 3.3. By concluding the Agreement, the Buyer agrees to these GTC-Sale of Vigilitech. The contractual relationship between Vigilitech and the Buyer shall be governed by the version of these GTC-Sale in force at the time of conclusion of the Agreement with the Buyer.

#### 4. Subcontracting

- 4.1. Vigilitech is entitled to engage third parties, such as subcontractors or other auxiliary persons, to fulfill its contractual obligations.

#### 5. Prices and terms of payment

- 5.1. Unless otherwise agreed in writing, the prices stated in an offer are net prices exclusive of all costs for packaging, packing, shipping, freight, insurance and delivery of the Delivery Items and exclusive of all travel expenses, catering costs, accommodation costs and other costs in connection with the services and exclusive of all duties, licenses, permits and taxes.
- 5.2. We reserve the right to change the prices for deliveries not yet executed at any time if the relevant calculation bases change significantly. Vigilitech will notify the Buyer in writing as soon as possible. If there is a significant price change, the Buyer may withdraw from the Agreement in writing within five working days, with settlement and payment of the service already provided by Vigilitech.
- 5.3. Unless otherwise agreed in writing, invoices are payable within 30 days without deduction. The Buyer shall transfer the amount stated in the invoice in the currency specified therein to the bank account of Vigilitech designated in the invoice. All bank charges, transfer fees, and other transaction costs associated with the payment — including those of any intermediary or correspondent banks — shall be borne exclusively by the Buyer. Payment shall only be deemed to have been made in full once the complete invoiced amount in the invoiced currency has been credited to Vigilitech's account without any deduction. The Buyer shall automatically be in default upon expiry of the payment period without a reminder and shall owe Vigilitech default interest of 5% p.a. within the scope of the statutory default rights.
- 5.4. If the Buyer is in default of payment, Vigilitech is entitled, without further warning, to suspend all further services to the Buyer in whole or in part until all claims have been settled or secured. Vigilitech is also authorized in this case to demand advance payments for further services. All consequences resulting from such a suspension of performance shall be borne exclusively by the Buyer. In addition, Vigilitech is also entitled to proceed in accordance with the general rules of the Swiss Code of Obligations (OR).
- 5.5. The Buyer is not entitled to offset Vigilitech's claims against any counterclaims.

#### 6. Reservation of title

- 6.1. Ownership of the Delivery Items supplied by Vigilitech shall remain with Vigilitech until the purchase price has been paid in full. The Buyer is not entitled to resell, pledge, rent, lend or otherwise transfer or encumber the Delivery Items supplied by Vigilitech to third parties until the Buyer has paid the purchase price in full. If the

Buyer defaults on payment of the purchase price, Vigilitech shall be entitled to have the retention of title entered in the retention of title register at the Buyer's expense. The Buyer undertakes, at Vigilitech's request, to take all necessary steps to register the retention of title.

## 7. Documents, provided material and sample parts

- 7.1. Information that goes beyond the publicly accessible information, such as samples, drawings, models, tools, technical specifications or similar provided to the Buyer by Vigilitech must be kept secret and must be returned in perfect condition without retention of copies, individual items or similar or destroyed after written approval by Vigilitech as soon as the Agreement has been completed. The Buyer must confirm the destruction to Vigilitech in writing. Conversely, this also applies to samples, drawings, models, tools, technical specifications or similar that are not publicly accessible and that the Buyer has made available to Vigilitech.
- 7.2. Unused material, residual material, processing waste and the like resulting from material provided to Vigilitech by the Buyer shall, at Vigilitech's discretion, be returned, become the property of Vigilitech or be disposed of, in which case the Buyer shall reimburse Vigilitech for the disposal costs.
- 7.3. Vigilitech shall inform the Buyer in writing if Vigilitech wishes to use sample parts manufactured for the Buyer under the Agreement for marketing purposes. A refusal by the Buyer is only possible for important reasons and must be made in writing within five working days.

## 8. Delivery times and delay

- 8.1. Unless otherwise expressly assured in writing by Vigilitech, the dates specified by Vigilitech are to be regarded as non-binding guidelines ("best effort"). The specification of a date is made to the best of Vigilitech's knowledge, but without guarantee.
- 8.2. If Vigilitech is unable to meet a deadline, Vigilitech shall inform the Buyer by when the deferred contractual service can be expected to be provided. If Vigilitech's performance is delayed beyond a binding date expressly agreed in writing, the Buyer may withdraw from the order in question after the expiry of an additional period of at least eight (8) weeks to be set by him in writing after the unused expiry of this additional period. In this case, Vigilitech shall only be liable to the Buyer for direct and immediate proven damage, subject to a case of force majeure pursuant to clause 19 and if and to the extent that the delay or the impossibility of performance of the contractual service is demonstrably due to a grossly negligent or intentional breach of the Agreement by Vigilitech. All further claims of the Buyer are excluded.

## 9. Partial deliveries

- 9.1. Partial deliveries at the written request of the Buyer shall only be made with the consent of Vigilitech and against invoicing of any additional expenses. Partial deliveries by Vigilitech are permissible.

## 10. Place of fulfillment and transfer of risk

- 10.1. The place of fulfillment for the delivery of the Delivery Items by Vigilitech and for the transfer of benefit and risk shall be "Ex Works" (EXW) in accordance with Incoterms 2020 upon provision of the Delivery Items by Vigilitech at Vigilitech's location in St. Gallen, Switzerland.
- 10.2. From the place of fulfillment, the Buyer shall be solely responsible for the further handling of the Delivery Items, in particular with regard to transportation, insurance, customs clearance, etc.

## 11. Inspection

- 11.1. The Buyer shall inspect the deliveries upon or after acceptance for deviations in type and quantity and for obvious transport damage and shall notify Vigilitech in writing within 10 working days of any deviations and damage, including a description of the deviation or damage.

## 12. Warranty

- 12.1. A defect in the Delivery Items supplied by Vigilitech shall only exist if the Delivery Items deviate from properties expressly warranted in writing by Vigilitech in the Order Confirmation **and/or the User Manual**. In the event of such a defect already existing at the time of transfer of risk, Vigilitech may choose to rectify the defect, make a subsequent delivery or provide new services free of charge. Vigilitech must be given the opportunity to rectify the defect, make a subsequent delivery or provide new services within a reasonable period of at least four (4) weeks. Claims of the Buyer for expenses incurred to enable the rectification, subsequent performance or new services, such as replacement costs of the Buyer, are excluded. If the rectification, subsequent performance or the provision of new services also fails, the Buyer may withdraw from the contract or reduce the purchase price. All other claims of the Buyer are excluded.
- 12.2. In particular, the Buyer shall have no claims for defects in the event of only insignificant deviations from warranted characteristics, only insignificant impairment of usability, natural wear and tear, damage occurring after the transfer of risk, excessive use, unsuitable operating materials or damage caused by external influences such as

air pollution or climatic conditions. Likewise, the Buyer shall have no claims for defects if the Buyer or third parties carry out modifications, installation/removal or repair work.

- 12.3. The warranty period is 12 months from delivery. Notification of defects by the Buyer must be made immediately and in writing, describing the defect.
- 12.4. Vigilitech supplies software products on an "as is" and "as available" basis to the exclusion of any material guarantee, warranty of title and maintenance. Warranties regarding functionality, availability, completeness, accuracy or timeliness are hereby expressly excluded. Vigilitech also provides no warranty and disclaims all warranties of merchantability and fitness of the software for a particular purpose, conformity with applicable regulations and data accuracy. Unless expressly agreed otherwise in writing, the purchase of software products grants the Buyer the non-exclusive, non-transferable and non-sublicensable right to use the software in accordance with the terms of these GTC Sale and solely on one of the Buyer's systems. Buyer shall not
  - 12.4.1. make Software Products available to any Third Party in any form;
  - 12.4.2. sell, resell, assign, license, sublicense, loan, rent or lease Software Products;
  - 12.4.3. not modify, translate, reverse engineer, decrypt, decompile (reverse engineering), disassemble, create derivative works from or otherwise attempt to determine or view the source code of the Software Products or the ideas or algorithms underlying the Software Products without Vigilitech's prior express written consent and subject to the right of decryption pursuant to Art. 21 CopA;
  - 12.4.4. not integrate the Software Products into another software program or merge them with another software program. Buyer is solely responsible for ensuring that its system meets the requirements for the proper operation of the Software Products and is maintained accordingly.

### 13. Shipping documents and invoices

- 13.1. A delivery bill containing Vigilitech's reference is enclosed with each shipment. The Buyer is obliged to provide Vigilitech in good time with all data necessary for invoicing and an e-mail address for invoice delivery. Delivery of the invoice by e-mail is sufficient.
- 13.2. All correspondence (letters, invoices, etc.) must contain the following minimum information: Buyer's order date and order reference, date and reference of Vigilitech's Order Confirmation, respective contact person with contact details.

### 14. Implementation and demonstration

- 14.1. If the Buyer has ordered implementation or any other service, he must at his own expense and in good time ensure and provide
  - 14.1.1. the professional, complete execution of all preparatory work,
  - 14.1.2. the items and materials required for implementation, such as tools and lifting equipment,

- 14.1.3. all information required by the Buyer for implementation,
- 14.1.4. the necessary connections to power, heating, lighting, network connections, etc. at the point of use, and
- 14.1.5. the necessary protective clothing and protective devices so that Vigilitech can perform its services as agreed and without interruption.
- 14.2. If the implementation or the performance of any other service is delayed due to circumstances for which Vigilitech is not responsible, the Buyer shall bear the costs for e.g. waiting times, additional travel expenses, etc. on a time and expense basis in accordance with the rates in the Order Confirmation.
- 14.3. In the case of implementation or other services, Vigilitech warrants that it will provide its services with the necessary care and in accordance with the current state of the art. Beyond this, Vigilitech provides no warranty.

## 15. Confidentiality

- 15.1. The Buyer shall treat all information and documents (e.g. technical information, trade secrets and delivery details, quantities, technical design, delivery conditions, etc.) which Vigilitech makes available to it or which it otherwise obtains access to or which Vigilitech has prepared or is preparing for the Buyer specifically in connection with the performance of the Agreement as confidential and for no purpose other than the performance of the Agreement with Vigilitech. In particular, the Buyer shall refrain from using such information or documents for purposes other than the purposes of the Agreement with Vigilitech or from causing them to be used for purposes other than the purposes of the Agreement. This obligation shall survive termination or expiry of the Agreement with Vigilitech for any reason whatsoever; however, the provisions shall not apply to information or documents that are generally accessible or become generally accessible without breach of the Buyer's obligations.
- 15.2. The Buyer shall also oblige project partners, suppliers and its customers to maintain confidentiality and the prohibition of exploitation in accordance with this clause to whom it has disclosed confidential information and documents of Vigilitech for the purpose of fulfilling the contract.
- 15.3. The Buyer agrees that Vigilitech may include the Buyer in its customer list for advertising purposes without the purchaser's prior written consent.

## 16. Intellectual property rights

- 16.1. Intellectual property rights ("**Intellectual Property Rights**") within the meaning of these GTC Sale are all registered and unregistered rights worldwide in connection with patents, copyrights, trademarks, domains, designs, software and its source and object code, companies, web designs, graphics, photographs, animations, videos, texts, documentation and operating instructions, databases and know-how, regardless of whether these can be protected or not.
- 16.2. All Intellectual Property Rights developed by Vigilitech in connection with (i) a development commissioned by the Buyer or (ii) a Buyer-specific modification of a Delivery Item (hereinafter "**New Intellectual Property Rights**") shall become the property of Vigilitech without any remuneration being due to the Buyer. The Buyer undertakes to transfer all rights to New Intellectual Property Rights, insofar as these do not originate with Vigilitech, in full to Vigilitech and hereby assigns all rights to New Intellectual Property Rights to Vigilitech unencumbered in the sense of a global advance disposition, but at the latest at the time these rights arise.
- 16.3. Vigilitech warrants to the best of its knowledge and solely for Switzerland that the sale, possession, resale or use of the delivery items and/or the provision of the services does not infringe the intellectual property rights of third parties. The Buyer undertakes to indemnify Vigilitech in full and to compensate Vigilitech for all damages and costs (including court costs and reasonable legal fees) incurred by Vigilitech in connection with an infringement of intellectual property rights outside Switzerland or for which Vigilitech is held liable.

## 17. Obligations to cooperate and responsibility of the Buyer

- 17.1. The Buyer shall provide Vigilitech with all information and equipment necessary for Vigilitech to provide its services under these GTC Sale.
- 17.2. Compliance with applicable domestic and foreign legal provisions in connection with the delivery, introduction and use of the Delivery Items as well as the responsibility for technical and economic expediency and deviations with regard to the state of the art of the requested specification shall be the sole responsibility of the Buyer.

## 18. Limitation of liability

- 18.1. Unless expressly stipulated otherwise in these GTC-Sales, Vigilitech shall only be liable for unlawful intent and gross negligence and only for direct damage caused by physical injury. Any further liability on the part of Vigilitech is excluded to the extent permitted by law. In particular, Vigilitech shall not be liable for slight or moderate negligence, lack of commercial success, loss of profit or other consequential or direct damages. In addition, any liability on the part of Vigilitech for the actions of auxiliary persons and contractual partners is excluded to the maximum extent permitted by

law. This limitation of liability also applies to claims arising from tort and other bases of liability.

## 19. Force majeure

- 19.1. Vigilitech is not responsible for the non-performance of its contractual obligations if and to the extent that performance is prevented by force majeure events. Force majeure includes, but is not limited to, natural disasters, wars, terrorism, riots, epidemics, pandemic-related health crises, cyber-attacks, strikes, lockouts, significant operational disruptions, unavoidable accidents, legal restrictions, government orders or other unforeseeable, unavoidable and serious events.
- 19.2. In the event of force majeure, Vigilitech shall inform the Buyer of the occurrence of a force majeure event. During the period of force majeure, Vigilitech's contractual obligations shall be suspended. The Parties undertake to cooperate in good faith to minimize the effects of the force majeure and to continue or adjust the performance of the Agreement as soon as possible.

## 20. Limitations of Use and Sale

- 20.1. The sale of the Delivery Items and/or their use in the People's Republic of China (including Chinese Special Administrative Regions) are excluded. This includes both direct and indirect deliveries to customers based in the People's Republic of China, even if the place of delivery is outside the People's Republic of China. This also includes deliveries to customers who directly, or indirectly through one or more intermediaries, are majority controlled by a customer based in in the People's Republic of China independent of the place of delivery.

## 21. Rental Agreements

- 21.1. The delivery note records any damages known at the time of the handover for the rental item; by accepting the rental item, the renter acknowledges these damages. No claims can be made based on these damages.
- 21.2. The renter agrees to carefully inspect the rental item for any additional damages before use and must immediately report such damages to Vigilitech in writing.
- 21.3. The renter is obliged to handle the rental item with care and in a professional manner, and to comply with all applicable regulations and technical rules. Any wear and tear beyond normal use as well as any damage occurring during the rental period is the responsibility of the renter.
- 21.4. If the rental agreement is not terminated in writing by the end of the rental period, it will automatically be extended by the duration of the last rental period, but for a maximum of three months. Multiple automatic extensions are permitted.

- 21.5. Upon termination of the rental agreement, the rental device must be returned in such a way that it arrives at Vigilitech within 10 working days after the end of the rental period. The parties agree that the clause "DDP" (Delivered Duty Paid) of the Incoterms 2020, as published by the International Chamber of Commerce (ICC), shall apply to the return shipment.
- 21.6. Violations of or failure to fulfill any of the aforementioned provisions entitle Vigilitech to terminate the rental agreement without notice or to withdraw from the contract. In such cases, the renter shall not be entitled to any compensation. Vigilitech's right to claim damages arising from the breach of any of the aforementioned provisions remains unaffected.
- 21.7. The "GENERAL TERMS AND CONDITIONS OF SALE" apply accordingly.

## 22. Surgery Assist

- 22.1. Surgery Assist (including but not limited to real-time guidance, technical instructions, equipment assistance, and procedural recommendations) is provided on an advisory basis only. Such support does not constitute assumption of any responsibility for study design, execution, animal welfare compliance, or experimental outcomes. Vigilitech shall not be liable for any failure to achieve the intended experimental results, any animal welfare incidents, or any data loss or data integrity issues arising out of or in connection with such support. The Buyer retains sole responsibility for the conduct of the surgery, compliance with applicable animal experimentation regulations, and all decisions taken during the surgery.

## 23. Indemnification

- 23.1. The Buyer agrees to defend and fully indemnify Vigilitech (including its directors and employees) against all claims or demands of Third Parties (including court costs and reasonable attorneys' fees) arising in connection with the use of the Delivery Items (including any software products).

## 24. Form requirements

- 24.1. All changes to the Agreements concluded under these GTCS-Sales must be made in writing.

## 25. Severability

25.1. Should individual provisions of these GTCS-Sales be or become invalid or void in whole or in part, the Parties undertake to replace the invalid or void provision with a valid provision that achieves the purpose of the invalid or void provision as far as possible.

## 26. Governing law and jurisdiction

26.1. Swiss law shall apply exclusively to all Agreements concluded under these GTC of Sale. The provisions on conflict of laws, the UN Convention on Contracts for the International Sale of Goods (CISG) and any other intergovernmental agreements shall not apply. In the event of disputes, including those relating to the validity of the Agreement or these GTCP-Sale, the place of jurisdiction shall be Zurich, Switzerland. Vigilitech shall also be entitled to bring an action at the Buyer's registered office.