

General Conditions of Sale and Delivery (B2B)

Heliotis AG, Root, Switzerland

Version: 2025-08-27

1. Scope; Order of Precedence; Battle of Forms

1.1 These General Conditions of Sale and Delivery ("Terms") govern all quotations, offers, sales and deliveries of products, firmware and services (together, "Products") by Heliotis AG ("Seller") to business customers ("Buyer").

1.2 Conflicting, additional or deviating terms of Buyer are rejected and shall not apply unless expressly accepted by Seller in a signed document.

1.3 In case of conflict, the following order applies: (i) a signed agreement or statement of work, (ii) Seller's quotation, (iii) these Terms, (iv) Buyer's purchase order (only as to quantities, item numbers and requested dates).

2. Quotations; Orders

2.1 Unless stated otherwise, quotations are valid 90 days from date of issue, subject to component availability. Quotations and related documents are confidential and may be used only to evaluate the purchase.

2.2 An order is binding only after Seller's written order confirmation.

3. Prices, Taxes, Payment

3.1 Prices are in CHF, EXW Root, Switzerland (Incoterms 2020), unless specified otherwise. Packaging, insurance, freight, export/import duties and taxes are borne by Buyer.

3.2 For delivery dates more than 3 months after order, Seller may reasonably adjust prices to reflect verified changes in supplier pricing, duties or exchange rates.

3.3 Invoices are due net 30 days from receipt. Late payments bear default interest at 5% p.a. (or the statutory rate if higher). Seller may suspend deliveries and withhold further performance upon late or insecure payment. Buyer shall bear bank charges and reasonable collection costs.

3.4 Set-off or retention by Buyer is permitted only with undisputed or finally adjudicated claims.

4. Delivery, Risk, Dates

4.1 Delivery is per the agreed Incoterms 2020. Risk passes accordingly (EXW: upon availability at Seller's premises).

4.2 Delivery dates are estimates unless expressly guaranteed in writing. Seller is not liable for delay unless caused by Seller's wilful misconduct or gross negligence. If a non-guaranteed date is not met, Buyer shall grant a reasonable grace period; Buyer may then cancel the undelivered quantities as sole remedy.

4.3 Partial deliveries are allowed. Buyer shall promptly take delivery; storage/idle costs due to Buyer's delay may be charged.

5. Retention of Title

5.1 Title remains with Seller until full payment of all amounts for the Products.

5.2 Seller may register the retention of title at Buyer's domicile; Buyer shall assist and bear related fees. Seller may reclaim Products upon material default.

6. Export Controls and Sanctions

6.1 Buyer shall comply with all applicable Swiss, EU, UK and US export control and sanctions laws. No export/re-export to embargoed countries, denied parties or prohibited end-uses.

6.2 Upon request, Buyer shall provide end-use/end-user statements and reasonable documentation. Seller may refuse or cancel deliveries if compliance concerns arise.

7. Software and Firmware License

7.1 Any firmware, software, SDKs, APIs, sample code and documentation supplied with or for the Products ("Software") are licensed, not sold.

7.2 Seller grants Buyer a non-exclusive, non-transferable, perpetual license to use the Software solely with the Products purchased from Seller and solely for Buyer's internal business (including integration into and operation of Buyer's products). No source code is provided unless expressly agreed.

7.3 No reverse engineering, decompiling or circumvention of technical measures is permitted except to the extent mandatorily allowed by law.

7.4 Open-source components (if any) are licensed under their respective terms; such terms prevail for those components.

8. Intellectual Property; OEM Customization

8.1 All intellectual property rights in and to Seller's background IP (including heliSens™ sensor IP, lock-in architectures, board designs, firmware libraries, documentation, trademarks) remain with Seller. No implied licenses are granted.

8.2 Unless expressly agreed otherwise in a signed development agreement, any foreground IP created by Seller in the course of customization, NRE or co-development remains Seller's property; Buyer receives the necessary license to use such IP with the contracted Products in Buyer's field of use.

8.3 Buyer shall not remove or alter proprietary notices. Buyer shall use Seller's trademarks only as permitted in writing.

9. Acceptance; Inspection; RMA

9.1 Buyer shall inspect the Products within 7 days from delivery and notify visible defects immediately; hidden defects must be notified without undue delay after discovery. Absent timely notice, Products are deemed accepted.

9.2 Returns require a prior RMA number and must follow Seller's instructions. Buyer ships returns at its cost and risk; if the claim is valid, Seller will return repaired/replaced items at its cost.

10. Warranty

10.1 Seller warrants for 24 months from delivery (or from acceptance if installation by Seller is agreed) that the Products are free from defects in material and workmanship under normal use and in conformity with Seller's specifications.

10.2 Seller will, at its option, repair, replace or credit the defective Product. Repaired/replaced items are warranted for the remainder of the original period.

10.3 Exclusions: normal wear, consumables, cosmetic issues, misuse, improper installation or operation, failure to follow documentation, modifications or repairs not authorized by Seller, defects caused by third-party items or by integration outside Seller-specified limits, and Software (which is governed by Section 7 and supplied "as is" unless agreed otherwise).

10.4 The remedies in this Section are exclusive. Nothing limits liability for wilful misconduct or gross negligence, or for injury to life, body or health where liability cannot be limited by law.

11. Services; Assembly and Installation

11.1 If assembly/start-up/services are agreed, Buyer shall timely provide access, power/network, facilities, safety clearances and qualified assistance as reasonably required. Waiting times and additional trips caused by Buyer's unpreparedness may be charged at Seller's service rates.

11.2 Upon completion, acceptance is deemed to occur when (i) the agreed acceptance test is passed, or (ii) the Product is put into productive use, whichever occurs first.

12. Changes, Rescheduling, Cancellation

12.1 Changes or cancellations of orders require Seller's written consent and may incur reasonable fees, including for NRE, committed materials, storage and re-planning.

12.2 Buyer-requested rescheduling beyond 90 days from the confirmed date may lead to price adjustments, storage charges and re-allocation of supply slots.

13. Force Majeure

13.1 Neither party is liable for failure or delay due to events beyond its reasonable control, including epidemics/pandemics, governmental measures, labour disputes, shortages, transport disruption, cyber incidents, acts of war/terror, sanctions/export denials, natural disasters and similar ("Force Majeure").

13.2 The affected party shall notify the other without undue delay and use reasonable efforts to mitigate. If Force Majeure lasts more than 90 days, either party may terminate undelivered parts of the order by written notice.

14. Compliance and Ethics

Buyer shall comply with applicable laws (including anti-bribery and human rights laws) and maintain adequate policies. Seller may suspend or terminate if credible violations arise.

15. Limitation of Liability

15.1 To the maximum extent permitted by law, Seller's aggregate liability arising out of or in connection with a delivery is limited to the amount paid by Buyer for the Products giving rise to the claim.

15.2 Seller is not liable for indirect, incidental or consequential damages, including loss of profit, production or data, cost of cover or recall, except in cases of wilful misconduct or gross negligence, or where liability cannot be limited by law.

16. Confidentiality; Data

16.1 If the parties have a separate NDA, it governs; otherwise each party shall keep the other's confidential information secret and use it only to perform the contract.

16.2 Technical logs and support data may be processed by Seller (and subprocessors) for support, quality and security purposes in accordance with applicable data laws.

17. Spare Parts; Product Changes; EOL

17.1 Seller may improve or change Products provided form/fit/function for the agreed specifications is maintained for the specific order.

17.2 Seller will use commercially reasonable efforts to provide spare parts or equivalent service options for 5 years from last delivery of a Product family.

17.3 For End-of-Life, Seller will endeavour to provide 6 months prior notice and accept last-time-buy orders subject to availability.

18. Assignment; Subcontracting

Buyer may not assign the contract without Seller's consent (not to be unreasonably withheld). Seller may use qualified subcontractors (including manufacturing partners).

19. Severability; Written Form; Notices; Language

19.1 If any provision is invalid, the remainder stays in force; the invalid provision will be replaced by a valid one closest to the original purpose.

19.2 Changes and waivers require written form (email sufficient unless explicitly excluded).

19.3 Notices to the addresses stated in the quotation/order confirmation are deemed received when delivered.

19.4 English is the governing language. Translations are for convenience only.

20. Governing Law; CISG; Venue; Place of Performance

This contract is governed by the substantive laws of Switzerland, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Zurich, Switzerland. The place of performance is Root, Switzerland.