

Standard Terms and Conditions of Fields at Work LLC

1 General provisions

- 1.1 Unless expressly agreed otherwise in writing, Fields at Work LLC (hereafter "**Fields at Work**") renders all deliveries and services to each customer (the "**Customer**") on the basis of these standard terms and conditions (the "**Standard Terms and Conditions**"). Any terms and conditions of the Customer shall not apply, even if Fields at Work has not expressly rejected them.
- 1.2 These Standard Terms and Conditions shall also apply if Fields at Work renders delivery of products or performance of services to a Customer without reservation in the knowledge of that Customer's conflicting terms and conditions. In such cases, by accepting delivery and/or performance by Fields at Work, the Customer accepts these Standard Terms and Conditions, and thereby waives any application of its own terms and conditions.

2 Formation of contract and prices

An offer by Fields at Work shall not be binding unless explicitly stated therein and, consequently, a binding contract between Fields at Work and the Customer will be formed only upon the earlier of (i) a written order confirmation by Fields at Work, or (ii) the commencement of performance of a service or the delivery of goods, as applicable, by Fields at Work.

3 Product description and prices

- 3.1 Unless expressly agreed otherwise, the prices, other conditions and the scope of the deliveries and services to be provided by Fields at Work shall be stated in the respective order confirmation and the respective product specification (such product specification may be amended by Fields at Work from time to time without notice to the Customer; the most recent version will be available online under www.fieldsatwork.ch).
- 3.2 Unless expressly agreed otherwise, prices shall be quoted net "ex works", i.e. excluding the respective applicable turnover tax and the cost for transport, dispatch, customs and related duties, fees and levies.

4 Delivery

- 4.1 Transport packing and other packaging shall not be taken back by Fields at Work.
- 4.2 Delivery dates and delivery periods shall be binding only if expressly agreed in writing between Fields at Work and the Customer. The delivery period shall commence on the date of the order confirmation, however not before the Customer has performed all actions and/or delivered all documents required for Fields at Work to discharge its contractual duties.

5 License, know-how, confidentiality and transferability

- 5.1 Fields at Work grants to the Customer a non-exclusive and, subject to clause 5.3 below, non-transferable license covering the use of the software packages relevant for the operation or use of the delivered devices.
- 5.2 The Customer shall be obliged to (i) exploit all software, firmware, technical documentation, other relevant information and commercial details delivered together with the goods (together, the "**Know-How**") for its own use only, (ii) not to copy the Know-How or any part of it, and (iii) not to grant access to the Know-How to third parties.
- 5.3 In the case of a permitted re-sale of a device only, the Customer shall be (i) authorized to transfer the license granted in clause 5.1 above to its purchaser, and (ii) obliged to procure the purchaser's written acknowledgment of, and consent to, the terms of this clause 5 and clause 11.

6 Inspection and acceptance of the delivery

- 6.1 The Customer shall inspect deliveries without any undue delay for defects, completeness and conformity with the shipping documents and shall immediately notify any discrepancies and/or defects to Fields at Work. Furthermore, the Customer shall record any transport damage and any shortfall quantities recognizable upon delivery on the acknowledgement of receipt of the freight carrier.
- 6.2 If and to the extent no complaint is made within seven days of receipt by the Customer, the respective delivery shall be deemed in conformity with the relevant agreement.

7 Payments, set-off and retention

- 7.1 Payments shall be due and payable without any deduction within 30 days of the invoice date, unless agreed otherwise between Fields at Work and the Customer. Upon the expiration of the applicable payment period, the Customer shall be in default and Fields at Work shall be entitled to rescind the contract with that Customer without further notice from Fields at Work being required.
- 7.2 The Customer may not set off any counterclaims or exercise any right of retention vis-à-vis Fields at Work.

8 Retention of title (*Eigentumsvorbehalt*)

The delivered goods shall remain the property of Fields at Work until the payment of the purchase price in full. The Customer herewith authorizes Fields at Work to effect the necessary filing in the relevant registers (*Eigentumsvorbehaltsregister*). The Customer is obliged to do all acts necessary to give effect to this clause 8.

9 Defects

- 9.1 If and to the extent the Customer has notified a defect to Fields at Work in accordance with clause 6 hereof and subject to clause 10 below, it shall have the rights afforded to it by this clause 9 with respect to such defect.
- 9.2 If the Customer is entitled to claim for a defect, it shall only have the right to demand subsequent performance from Fields at Work. Such subsequent performance shall, at Fields at Work's discretion, consist in rectification of the defect or a substitute delivery, in each case to be rendered within a reasonable delay.
- 9.3 Claims for defects shall be excluded if the defect is (i) due to unintended, excessive or improper use, including, without limitation, any use not in accordance with the relevant product specification or instructions (as amended from time to time), (ii) due to natural wear and tear, or (iii) the result of external influences from which the products must be protected pursuant to the relevant product specifications or instructions (as amended from time to time).
- 9.4 To the extent permitted under applicable law, claims for a defect shall become time-barred within one year from delivery.

10 Limitation of liability

To the furthest extent possible under applicable law, Fields at Work shall not be liable for any damage caused to the Customer by its products or services, including, without limitation, damage caused by unintended use of the products and services, any use not in accordance with Fields at Work's product specifications or instructions (as amended from time to time), or the loss or corruption of electronic data involving its products and services.

11 Export

- 11.1 The Customer represents and warrants that the use of all products ordered by it from Fields at Work is legal in its jurisdiction of incorporation or residence and in the place to which delivery is made, and that it has obtained all necessary authorisations and permits required for the product to be delivered.
- 11.2 If the Customer intends to export or re-export any products delivered by Fields at Work, it is obliged to obtain all required licenses, if any, in particular from the respective foreign trade authority, before it exports the products. It shall independently obtain all relevant information regarding the applicable provisions and regulations and handle the export or re-export on its own responsibility. Fields at Work shall have no obligation whatsoever to furnish information, give advice or provide assistance to this end.

- 11.3 The customer shall not export, re-export or import any products delivered by Fields at Work to any country subject from time to time to any sanctions or trade embargoes administrated by the United Nations (UN), the European Union (EU) or any competent body of the United States of America. In the event the export, re-export or import into another country, breaches any statutory provisions applicable to such country, and if a claim is made against Fields at Work for this reason by the exporting or importing country or a transit state based on such statutory provisions, the Customer shall indemnify Fields at Work against any and all expenses, claims, losses or damage resulting from or in connection with such export, re-export or import.

12 On-sale, transfer and assignment

- 12.1 Unless agreed otherwise in writing between the parties, the Customer shall not have the right to sell and/or transfer (including, without limitation, by way of a lease, by granting free use or otherwise) the product to any third party. In case of a permitted on-sale, the Customer shall (i) procure that the respective purchaser agrees to clauses 5 and 11 of these Standard Terms and Conditions, and (ii) assign any software licenses to the respective purchaser pursuant to clause 5.3 above.
- 12.2 The Customer may not transfer or assign its contract with Fields at Work or any rights or obligations thereunder without the prior written consent of Fields at Work, other than for the purposes of an on-sale permitted under clause 12.1 above. Fields at Work may transfer or assign the contract with the Customer and/or any rights and obligations thereunder to any third party without the Customer's consent.

13 Amendments

Any amendment of the contract between Fields at Work and the Customer is subject to a written confirmation by Fields at Works.

14 Governing law, place of performance and forum

- 14.1 The contractual relationship between Fields at Work and the Customer, including these Standard Terms and Conditions, shall be governed by the substantive laws of Switzerland, excluding its rules on conflict of laws and excluding international treaties (in particular the Vienna Convention on the International Sale of Goods dated 11 April 1980; CISG).
- 14.2 The place of performance for all obligations arising under the contractual relationship of the parties shall be Zurich.
- 14.3 Subject to mandatory provisions of law, the forum for any legal disputes arising from or in connection with the contractual relationship of the parties as well as for disputes in relation to the formation and validity of these contractual relations, shall be the City of Zurich (Zurich 1), Switzerland.