

General Terms and Conditions for Sales by Swiss Ocean Tech AG, Bremgarten, Switzerland

Effective Date: 1st of December 2024

1. General

- 1.1 These General Terms and Conditions (“**T&Cs**”) apply to all product sales, deliveries and other services (collectively “**Deliveries**”) of Swiss Ocean Tech AG, with registered seat at Birrenbergstrasse 26, 5620 Bremgarten AG, Switzerland (“**Swiss Ocean Tech**”). Contrary conditions of the customer are not binding on Swiss Ocean Tech even if the customer's order is based upon them or if the customer refers to them on forms, in the purchase order, or in other documents and/or Swiss Ocean Tech fails to object to them.
- 1.2 Swiss Ocean Tech’s T&Cs likewise apply to all subsequent business, even if no further reference is made to them at the time when such transactions are concluded.
- 1.3 Supplementary or additional agreements, together with amendments and additions to the purchase agreement (c.f. Section 2.1) and Swiss Ocean Tech’s T&Cs, are valid only if they are agreed in writing with Swiss Ocean Tech.
- 1.4 Swiss Ocean Tech retains the right to amend these T&Cs, fully or partially, at any time without any prior notice whatsoever.
- 1.5 In case of any conflict between any offer or order confirmation of Swiss Ocean Tech and any confirmation or purchase order of a customer, the order confirmation of Swiss Ocean Tech and these T&Cs shall prevail over the order of the customer. In case of any conflict between any Agreement (as defined in Section 2.1 below) and these T&Cs, the Agreement shall prevail over these T&Cs.
- 1.6 If the customer resorts to support by any affiliates or third party providers in fulfilling the respective Agreement with Swiss Ocean Tech, the customer undertakes that such affiliates and third party providers fully adhere to these T&Cs as well as to any Agreement with Swiss Ocean Tech.

2. Offers, Scope of Deliveries, Documentation

- 2.1 Offers of Swiss Ocean Tech are always made without obligation and are valid for the time indicated therein (if no time is indicated for 10 days). Agreements with Swiss Ocean Tech shall always be concluded only with Swiss Ocean Tech's order confirmation in writing (incl. by e-mail) of a purchase order of a customer (the “Agreement”). The customer’s purchase order may either (a) be submitted on Swiss Ocean Tech's purchase order form or (b) take the form of the customer's individual purchase order.
- 2.2 Any Deliveries are exhaustively specified in the relevant Agreement. If any Deliveries shall be sold and delivered / rendered that are not specified in the respective Agreement, such Deliveries require the explicit confirmation by Swiss Ocean Tech and must be agreed upon by an instrument in writing (incl. e-mail) by Swiss Ocean Tech in order to be legally binding upon Swiss Ocean Tech.
- 2.3 Only technical information provided for in the relevant Agreement or incorporated by reference shall be binding upon Swiss Ocean Tech. No particulars given in Swiss Ocean Tech’s catalogues, price lists, websites, and further documentation are binding upon Swiss Ocean Tech, but are provided for information only. Amendments to the specifications, product designs and other changes are reserved. They may influence delivery dates and times and prices.
- 2.4 Drawings, documentation, samples and other materials provided to the customer by Swiss Ocean Tech prior to, with or during the term of any Agreement remain the property of Swiss Ocean Tech. No licenses are granted in any intellectual property / intellectual property rights of Swiss Ocean Tech. Intellectual property and related rights must be respected. In particular, the duplication or disclosure of supporting materials, documents or samples, especially, but not limited to, of materials, which are protected by copyright, is prohibited without the consent of Swiss Ocean Tech. On request, all such drawings, documents samples and other materials must entirely be returned to Swiss Ocean Tech upon first request.

3. Prices

- 3.1 Prices are quoted in the offered currency with packaging, exclusive of VAT and any other taxes (if any), and save where otherwise agreed in writing, FCA Swiss Ocean Tech plant/warehouse in Industriestrasse 163, CH-8957 Spreitenbach, Switzerland (Incoterms 2020) with all related customs duties and levies.
- 3.2 All offered, quoted and confirmed prices are based on the exchange rate situation on the day of the offer/quotation. Swiss Ocean Tech reserves the right to increase the final prices in case of change of market conditions and exchange rate situation between the date of submission of the offer or quotation or order confirmation. The adjustment shall be notified to the customer in writing (incl. by e-mail).
- 3.3 In addition, an appropriate price adjustment shall apply if costs incurred by Swiss Ocean Tech, in particular, but not limited to, wages, raw material, components (e.g., chips), transportation and energy costs, undergo significant changes, until the date of delivery. The customer will be notified of the respective price increase as quickly as possible by e-mail or in writing.
- 3.4 Any Deliveries not specified in the relevant Agreement shall be sold and delivered / rendered by Swiss Ocean Tech at the customer's sole costs and expenses in accordance with Swiss Ocean Tech's standard rates for such Deliveries prevailing at the date of sale and delivery / provision.

4. Delivery Lead-Times, Part-Delivery

- 4.1 Delivery or shipping dates are approximate only and merely represent Swiss Ocean Tech's best estimate of the time required to make delivery or shipment, unless specifically agreed otherwise in the respective Agreement and also then subject to customer's obligation to make all related payments in time.
- 4.2 If the delivery lead-time is indicated as a period (and not as a specific date) it begins upon the date of Swiss Ocean Tech's written order confirmation.
- 4.3 Every delivery lead-time is subject to timely delivery by Swiss Ocean Tech's suppliers and shall be suitably extended if Swiss Ocean Tech is not able to obtain the relevant deliveries for reasons beyond Swiss Ocean Tech's reasonable control, if required information or documents are not received in due time by Swiss Ocean Tech, if these are subsequently amended by the customer without the consent of Swiss Ocean Tech or if a down payment is received late.
- 4.4 If failure to comply with the delivery lead-time is not caused by the sole fault of Swiss Ocean Tech, the customer shall not derive from that fact a right to withdraw from the Agreement or to waive delivery or seek compensation. For the rest, the limitation of liability stated in Section 13 shall apply.
- 4.5 Part-deliveries are permitted. In the case of long-term supply contracts, each part-delivery shall be regarded as a separate transaction. The impossibility of making a part-delivery or delay in effecting a part-delivery does not entitle the customer to withdraw from the whole Agreement or to claim compensation.

5. Acceptance of Deliveries by the Customer

- 5.1 If Swiss Ocean Tech dispatches its Deliveries FCA (Incoterms 2020), such Deliveries shall be dispatched FCA the relevant plant/warehouse of Swiss Ocean Tech in Industriestrasse 163, CH-8957 Spreitenbach, Switzerland.
- 5.2 If acceptance of Deliveries is either delayed or rendered impossible for reasons for which Swiss Ocean Tech is not responsible, Swiss Ocean Tech is entitled to store the Deliveries for the account and at the risk of the customer at its own premises or with third parties. The relevant obligations of Swiss Ocean Tech shall then be deemed to have been performed.
- 5.3 If not agreed upon otherwise in the relevant Agreement, the Deliveries will be packaged for transport in accordance with Swiss Ocean Tech's standard practices.

6. Acceptable Use Policy

- 6.1 The Customer agrees to use the Deliveries solely for their intended purpose as specified by Swiss Ocean Tech. Misuse, tampering, or unauthorized access to the Deliveries is prohibited.

6.2 Customers agree not to reverse engineer, modify, or tamper with the Deliveries, or to interfere with or compromise the integrity of the Deliveries' hardware, software, or associated systems or to misuse or collect data beyond authorized purposes.

6.3 The customer agrees to report any suspected violations of this policy to legal@swissoceantech.com.

6.4 Violations may result in suspension, termination of access, legal action, damage claims, or disclosure to law enforcement.

7. Documents; Payment; Offsetting

7.1 If the Deliveries are picked up by a carrier or another 3rd party (e.g., FCA (Incoterms 2020), be it on behalf of Swiss Ocean Tech, be it on behalf of the relevant customer) or if Swiss Ocean Tech delivers the Deliveries to a cross-dock, the customer is obliged to make available to Swiss Ocean Tech proof of export (POE) within one month from when the Deliveries have been picked-up or from when the Deliveries have arrived at the cross-dock respectively. If the customer fails to provide the POE documents, alternative documents such as import customs declaration from the import country shall be provided. If within the above time frame the customer has not provided the required documents, Swiss Ocean Tech reserves the right to charge any possible taxes, duties and levies as well as any costs and expenses resulting from this.

7.2 At any point in time during the contractual relationship, the customer is obliged to ensure that Swiss Ocean Tech is notified of the correct and valid VAT identification number of the part of the enterprise (main company/branch office) under which the Deliveries are ordered from Swiss Ocean Tech.

7.3 All invoices are payable net within 30 calendar days after the invoice date. Different agreements may be reached between the parties but shall only be valid when made in writing.

7.4 All payments must be made via bank transfer into the account indicated by Swiss Ocean Tech without any deductions (for e.g., skonto, discounts, currency rate changes, taxes, levies, fees, duties, claims, etc.) except where explicitly stated in the Agreement. The payments shall be made in the currency indicated in the relevant Agreement.

7.5 Offsetting of counterclaims of all kinds by any customer towards Swiss Ocean Tech is excluded.

7.6 Where several claims are outstanding, Swiss Ocean Tech is entitled to decide which particular claims are settled by the customer's payments.

7.7 The withholding or reduction of payments because of complaints is permitted only with the express written consent of Swiss Ocean Tech.

8. Late Performance by the Customer, Insolvency

8.1 If the customer is late in making a payment, either in whole or in part:

- a) all payment obligations of the customer existing in relation to Swiss Ocean Tech, including those arising from other contracts, shall fall due for immediate settlement. The same provision applies if the customer is in cessation of payments or if legal composition, bankruptcy or similar proceedings are applied for or imposed with respect to its assets and if other circumstances which threaten to result in the customer's insolvency become known;
- b) the customer shall automatically and without the requirement of any reminder by Swiss Ocean Tech be in default, and shall become liable for late payment interest with effect from (and including) the day immediately following the last day of the applicable payment period at the statutory rate;
- c) the customer shall compensate Swiss Ocean Tech for any damages and losses that Swiss Ocean Tech incurs from the customer's delayed payment;
- d) the customer shall bear any consequences of any accidental damages to or destruction of the relevant Deliveries, in case the risks relating to the relevant Deliveries have not already been transferred to the customer pursuant to these T&Cs and/or the relevant Agreement.

8.2 In the event of late payment by the customer, Swiss Ocean Tech, without prejudice to its other statutory and contractual rights, reserves the right to remotely deactivate the Deliveries by placing them in sleep mode until full payment has been received. In addition, Swiss Ocean Tech may decline in whole or in part to make further deliveries under this or any other contract or make them dependent upon an advance payment or provision of surety.

9. Transfer of benefit and risk

9.1 Any benefits and risks relating to any Deliveries transfer from Swiss Ocean Tech to the customer in accordance with the agreed Incoterms.

9.2 If a customer is delayed in taking over or accepting any Deliveries, in default with any payment or delays Swiss Ocean Tech's delivery for reasons for which the customer is responsible, the benefits and risks related to the relevant Deliveries shall nevertheless transfer from Swiss Ocean Tech to the customer.

9.3 These rules also apply to replacement Deliveries.

10. Retention of Title

10.1 Any Deliveries, which have been sold by Swiss Ocean Tech to customers remain the property of Swiss Ocean Tech until full payment of the sale price has been received and full settlement of all present and future claims of Swiss Ocean Tech against the customer under and in accordance with the relevant Agreement and any related pending business transactions (“**Retention**”). If the customer fails to fully meet his payment obligation, he thereby acknowledges the right of Swiss Ocean Tech to require immediate return of the Deliveries concerned and to arrange for the refund of any installment payment already received.

10.2 The customer shall assist Swiss Ocean Tech in any measures that are necessary to protect Swiss Ocean Tech's title and ownership in any Deliveries. The customer particularly authorizes Swiss Ocean Tech, upon conclusion of the relevant Agreement, to register, at the customer's cost, its title in public books or registers in accordance with the relevant national laws and to execute all required documentation. The customer shall store and maintain the Deliveries at its cost for Swiss Ocean Tech for the duration of the period of Retention and insure them for the benefit of Swiss Ocean Tech against fire, natural hazard, earthquake, damage (including breakage and vandalism, transport damage) and loss (including theft and in transit). Further, the customer shall take all necessary measures to ensure that Swiss Ocean Tech's title and ownership is neither impaired nor rescinded.

10.3 Any Retention does not affect the transfer of benefit and risk set out in Section 9.

10.4 If the customer breaches the relevant Agreement, in particular by not paying the purchase price when due, Swiss Ocean Tech shall have the right to withdraw from the respective Agreement and/or to demand return of the Deliveries that are subject to Retention. Demanding return of the Deliveries subject to Retention does not have to constitute a declaration of withdrawal from the relevant Agreement. Rather, Swiss Ocean Tech is entitled to demand return of the Deliveries subject to Retention and to reserve the right of withdrawal from the relevant Agreement. If the customer refuses to return the Deliveries subject to Retention, Swiss Ocean Tech shall have the right to access the respective vessel and to remove the Deliveries that are subject to Retention. Any preliminary measures to prevent the customer from removing the Deliveries that are subject to Retention (including actual enforcement) remain reserved.

10.5 Any Deliveries that are subject to Retention must not serve as security until full payment has been received by Swiss Ocean Tech for the secured receivables. The customer shall immediately notify Swiss Ocean Tech if a third party tries to encumber Deliveries that are subject to Retention.

11. Support and Maintenance

11.1 Basic support is included and is provided by Swiss Ocean Tech or its local representative. Basic support consists of:

- Initial troubleshooting and diagnostics by local representative or through phone and online support.
- Access to product documentation, user manuals, FAQ's and trouble shooting articles.
- Email based support.
- Response time usually 1-2 working days.

11.2 Any additional services by Swiss Ocean Tech are at cost and incur fees.

12. Warranty

12.1 The warranty period is 12 months calculated from the date of commissioning of the equipment, but not later than 24 months calculated from the date of transfer of risk. This warranty covers the conformity of the Deliveries to the Swiss Ocean Tech product specifications or to agreed product specification.

12.2 For replaced or repaired Deliveries, the warranty period ends with the expiry of the original warranty period, unless there are mandatory provisions of applicable law, which regulate this issue differently.

12.3 Swiss Ocean Tech makes no express or implied warranty or representation extending beyond the Deliveries conforming to the Swiss Ocean Tech product specifications and/or the agreed product specifications.

12.4 The warranty expires prematurely with immediate effect if the customer or a third party performs inappropriate modifications or repairs, if the vessel has any accident, or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and does not notify Swiss Ocean Tech immediately about the occurrence of the defect in writing. Obvious defects must be reported within five calendar days of delivery. Hidden defects must be reported immediately but no later than within five calendar days of the time when they were detected or could have been detected.

12.5 The warranty does not extend to defects caused by circumstances for which Swiss Ocean Tech is not responsible, such as but not limited to improper or insufficient installation, maintenance or incorrect operation, accidents of the vessel, improper operating conditions failure to store the Deliveries appropriately, excessive stress, repairs and modifications made without Swiss Ocean Tech's written consent, repairs and modifications carried out improperly by the customer, non-use of original spare parts, as well as normal wear and tear and cosmetic defects which do not affect the functionality of the Deliveries. To the maximum extent permitted by law Swiss Ocean Tech disclaims all other warranties and representations, either express or implied, including, but not limited to, warranties of merchantability.

12.6 The customer shall further forfeit any warranty claims if and to the extent he recovers the damages otherwise (e.g., but not limited to, from insurance coverage or tax reduction).

12.7 If Swiss Ocean Tech considers the customer's claim for breach of a warranty of Swiss Ocean Tech based on defective Deliveries justified, Swiss Ocean Tech shall, at its discretion, either provide a replacement free of charge or effect repairs within the time frame then possible for Swiss Ocean Tech or grant an appropriate price reduction, the replacement and repairs subject to the customer returning the defective Deliveries to Swiss Ocean Tech at Swiss Ocean Tech's costs and expenses. If the substitute delivery or repair is likewise defective, the customer may request an appropriate price reduction. Further claims of the customer, in particular for rescission and termination of the relevant contract are expressly excluded, regardless of the legal basis on which they are made. The limitation of liability pursuant to Section 13 likewise applies.

12.8 Complaints regarding part-deliveries do not entitle the customer to decline performance of the whole contract by Swiss Ocean Tech.

12.9 Deficiencies of any kind of any Deliveries do not entitle the customer to any claims, rights and remedies other than those stipulated in Section 12 and 13.

12.10 The warranty rights and remedies cannot be assigned to any third party without the prior written approval of Swiss Ocean Tech.

13. Limitation of Liability

13.1 To the fullest extent permitted by applicable law, in no event shall Swiss Ocean Tech or its affiliates, officers, directors, employees, agents, or representatives be liable to any customer and/or its affiliates for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, revenue, production goodwill, use, data, or other intangible losses, arising out of or in connection with any agreement subject to these T&Cs or the performance or breach hereof, regardless of whether such damages were foreseeable or whether the customer was advised of the possibility of such damages.

13.2 In any event, to the fullest extent permitted by applicable law, the total aggregate liability of Swiss Ocean Tech and its affiliates, officers, directors, employees, agents, or representatives to any customer and its affiliates for all claims, losses, damages, expenses, or liabilities arising out of or related to any agreement subject to these T&Cs and/or the Deliveries, whether in contract, tort (including negligence), strict liability, or any other legal or equitable theory, is limited to the total amount of charges actually paid for the Deliveries, from which the liability arises, during the twelve (12) months immediately preceding the event giving rise to the claim.

13.3 This limitation of liability shall apply regardless of the form in which any legal or equitable action may be brought and whether damages are alleged to arise from breach of contract, tort, negligence, or any other cause.

14. Resale

14.1 Customer agrees not to resell, sublicense or share any Deliveries without the prior written consent of Swiss Ocean Tech.

14.2 Swiss Ocean Tech shall not be obligated to provide any warranty service or other technical support for any of its Deliveries not purchased directly from Swiss Ocean Tech or an authorized representative of Swiss Ocean Tech.

15. Intellectual Property Rights

15.1 Swiss Ocean Tech and any of its affiliated companies are and remain the owners of any and all intellectual property in any Deliveries, including in particular, but not limited to, all industrial and intellectual property rights and any knowhow, and no sale and delivery and/or any provision of any Deliveries by Swiss Ocean Tech to any customer shall lead to any transfer of any industrial or intellectual property or any industrial or intellectual property rights.

15.2 Neither these T&Cs and any agreement with, nor any purchases of any Deliveries by, any customer shall be construed to confer upon the Swiss Ocean Tech customer or its own customers any license under any patent or other proprietary rights of Swiss Ocean Tech, except the right to use the Deliveries for the purposes for which they are sold / rendered. In that respect, but also to the extent required when granting any customer access or insight in any data, documents and information relating to any Deliveries, such access or insight shall constitute a perpetual, non-exclusive, non-transferrable, non-sub-licensable and non-alienable license of Swiss Ocean Tech to the customer with respect to the relevant data, documents and information. Swiss Ocean Tech also reserves the right to terminate any such license at any time without notice with immediate effect.

15.3 Upon Swiss Ocean Tech's first request, customer shall return any data, documents and information about Swiss Ocean Tech and/or any of its Deliveries, products and services that is in the customer's possession or influence, as determined by Swiss Ocean Tech in its sole and absolute discretion, even if it reaches beyond what is provided for in Section 2.4.

16. Software

16.1 All software, including firmware, supplied by Swiss Ocean Tech together with the Deliveries, remains in the ownership of Swiss Ocean Tech. The customer is granted a non-exclusive, right to use the software, including any related documentation and updates, for use of the Deliveries/products supplied with the software. The customer is not authorized decompile or reverse engineer the software. The transfer is only permitted together with the respective Delivery/product.

16.2 No program, documentation or subsequent upgrade thereof may be disclosed to any third party, without the prior written consent by Swiss Ocean Tech, nor may be copied or otherwise duplicated, even for the customer's internal needs apart from a single back-up copy for safety reasons.

16.3 The content and scope of a license regarding software supplied by a third party is dependent on the license conditions of the third party supplier.

16.4 All other rights, especially copyrights and related rights of use and powers remain without restriction with Swiss Ocean Tech and/or with the third party supplier, respectively.

17. Trademarks

17.1 The customer shall not use any corporate name or trademarks belonging to or licensed to Swiss Ocean Tech other than as instructed by Swiss Ocean Tech in writing. No license should be construed to be granted either implicitly or explicitly in any Swiss Ocean Tech Trademarks, by the sale of products bearing any such Trademarks or otherwise.

18. Force Majeure

18.1 In the event of force majeure or other exceptional events for which Swiss Ocean Tech is not responsible, which make a delivery, fully or partially, be it at all, be it on time, impossible or substantially more difficult, Swiss Ocean Tech may restrict or suspend the delivery for the duration of such obstacle or withdraw from the Agreement. Force majeure includes, but is not limited to, war, armed conflict, civil unrest, riots, rebellion, acts of terrorism and sabotage and similar events, strikes, lockouts, labor disputes or other industrial conflicts, newly enacted laws and regulations, delay caused by actions or omissions on the part of a government/authorities, elementary events (e.g. flooding, storms, hail, snowfall), earthquakes or other exceptional natural events, epidemics, pandemics or outbreaks of infectious disease as well any consequential governmental restrictions (e.g. restrictions of trade, any curfews or similar), shortages or disruptions in the supply of energy, raw materials, or components necessary for the performance of obligations under the Agreement, transportation disruptions (including delays, cancellations, or unavailability of shipping or freight services) and cyberattacks, utility outages, or other disruptions to critical infrastructure.

18.2 Under no circumstances shall Swiss Ocean Tech be held liable for claims related to non-performance, improper performance or belated performance of contractual obligations due to a force majeure event.

19. Right of recourse of Swiss Ocean Tech

19.1 If, through actions or omissions of the customer or of persons employed or appointed by the customer to perform any obligations, personal injury, damage to the property of third parties or other damages have occurred and if a claim is made against Swiss Ocean Tech, then the latter shall be entitled to take recourse against the customer. The customer shall hold harmless and fully indemnify Swiss Ocean Tech.

20. Compliance, Export Controls

20.1 The customer shall at all times comply with applicable laws, regulations and standards.

20.2 The customer agrees to fully comply with all applicable import, export, and sanctions laws and regulations, including but not limited to those of the United States, European Union countries, United Kingdom, Switzerland, or other jurisdictions (“**Trade Laws**”). Swiss Ocean Tech and customer warrant that neither Swiss Ocean Tech or customer nor any parent, subsidiary, or affiliate of the customer is or has been a sanctioned party or is listed on any government restricted parties’ lists; and Swiss Ocean Tech and customer shall immediately notify the other party if they, their parents, any subsidiary or affiliates is, or becomes, listed as a sanctioned party. The customer will not directly or indirectly sell, export, re-export, release, or otherwise transfer Swiss Ocean Tech products for or to any prohibited or restricted end-use, end-user, end-destination or in violation of any applicable Trade Laws or in this Section 20; the customer shall immediately notify Swiss Ocean Tech if the customer itself violates or is aware of a violation related to Swiss Ocean Tech products. Swiss Ocean Tech reserves the right to refuse to enter into or perform any order, and to cancel any order or Deliveries hereunder, and/or terminate Deliveries, if Swiss Ocean Tech in its sole discretion, has reason to believe that the transaction would violate or is a diversion contrary to any Trade Laws, or is contrary to Swiss Ocean Tech’s core values or policies. Any such termination shall be in accordance with the applicable Agreement. Upon request by Swiss Ocean Tech, the customer shall provide all necessary information for the export classification and export requirements for any information that will be disclosed. The customer shall indemnify and hold Swiss Ocean Tech harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from its breach of the provisions in this Section 20. The customer shall inform Swiss Ocean Tech as soon as it is practicable after (i) receipt of any claim, complaint, charge, investigation, or proceeding under Trade Laws involving the customer, (ii) after submitting a disclosure of any violation under Trade Laws to an applicable governmental regulator, or (iii) after becoming aware of any material violation of Trade Laws.

21. Term and Termination

- 21.1 These T&Cs are effective as long as the customer uses the Deliveries.
- 21.2 Swiss Ocean Tech may terminate or suspend services if the customer breaches these T&Cs.

22. Confidentiality

- 22.1 The customer must keep secret all confidential data, documents and information received from Swiss Ocean Tech in the context of the business relationship or which it gains access to about Swiss Ocean Tech, the Deliveries, and/or any of its products and services and refrain from disclosing it to third parties and must not use it for any purpose than the use agreed upon with Swiss Ocean Tech in the relevant Agreement, unless with respect to which Swiss Ocean Tech has expressly stated that such data, documents and information are of a non-confidential nature or with respect to which the non-confidential nature is outright visible from the type of the relevant data, document or information.

23. Data Protection and Privacy

- 23.1 **Scope and Purpose of Data Collection:** The Swiss Ocean Tech collects, processes, and stores personal data of the customer strictly in accordance with the provisions of the Swiss Federal Act on Data Protection (FADP) and, if applicable, the General Data Protection Regulation (GDPR). The data is collected exclusively for purposes related to the fulfillment of contractual obligations, customer communication, and improvement of services.

- 23.2 **Types of Personal Data Collected:** Personal data processed by the Swiss Ocean Tech may include, but is not limited to:

- Contact information (e.g., name, address, email, telephone number)
- Payment information
- Order history and preferences

- 23.3 **Basis for Processing:** The processing of personal data is based on one or more of the following legal grounds:

- The necessity to perform the contract with the customer;
- Compliance with legal obligations;
- The legitimate interests of the Swiss Ocean Tech in product development, analytics, improving services and ensuring secure transactions; or
- The customer's explicit consent, where required.

- 23.4 **Disclosure of Personal Data:** Personal data will not be disclosed to third parties except:

- When necessary for the fulfillment of contractual obligations (e.g., payment processors, logistics providers);
- When required by law or regulatory authorities; or
- With the customer's explicit consent.

The customer acknowledges and agrees that Swiss Ocean Tech retains the right to access, collect, and use anonymized or aggregated data generated by the equipment for purposes including, but not limited to, product development, analytics, and improving services. Aggregated and anonymized data may be shared with third parties for analytical or research purposes.

- 23.5 **Data Security:** The Swiss Ocean Tech implements appropriate technical and organizational measures to protect personal data against unauthorized access, loss, or misuse.

- 23.6 **Retention Period:** Personal data will be retained only as long as necessary to fulfill the purposes outlined above or as required by law.

- 23.7 **Customer's Rights:** The customer has the right to access their personal data, request correction or deletion, restrict processing, and withdraw consent where applicable. Requests must be submitted in writing to the Swiss Ocean Tech's contact provided below.

23.8 **Contact and Complaints:** For inquiries or concerns regarding data protection, the customer may contact the Swiss Ocean Tech at:

legal@swissoceantech.com

If the customer believes their rights under Swiss data protection law have been violated, they may lodge a complaint with the Swiss Federal Data Protection and Information Commissioner (FDPIC).

24. Miscellaneous

24.1 Should any provision of these T&Cs or part thereof be or become void, invalid or ineffective, such void, invalid or ineffective provision or part thereof shall not affect the validity of the other provisions or the other part of the affected provision. The void, invalid or ineffective provision or void, invalid or ineffective part thereof shall be replaced by a valid provision or part thereof, which as far as possible satisfies the same originally intended legal and economic purpose without being itself void, invalid or ineffective.

24.2 No customer must transfer or assign any agreement with Swiss Ocean Tech, any rights or obligations thereunder or under these T&Cs or any interest therein, by operation of law or otherwise, without the prior express written consent of Swiss Ocean Tech. Any attempted transfer or assignment without such consent shall be void. Swiss Ocean Tech may assign any agreement with a customer or any interest therein at any time to any affiliate without the consent of the customer.

24.3 Any alterations of, and any amendments to, any agreement between Swiss Ocean Tech and of its customers require an express agreement in text form by all involved parties.

24.4 No failure by Swiss Ocean Tech to insist on strict performance of any term or condition hereof and/or any agreement with Swiss Ocean Tech shall constitute a waiver of such term or condition or any breach thereof by Swiss Ocean Tech, nor shall such failure in any way affect Swiss Ocean Tech's legal remedies with respect to any default by the customer hereunder and/or any agreement.

25. Place of Performance, Applicable Law and Place of Jurisdiction

25.1 The place of performance for the performance by the customer or by Swiss Ocean Tech is the place where Swiss Ocean Tech has its registered office, at the date hereof, Bremgarten, Canton Aargau, Switzerland, unless not agreed otherwise in any agreement (including these T&Cs).

25.2 These T&Cs and all sale and supply agreements that are subject to these T&Cs are governed by the laws of Switzerland, without reference to its conflicts of law provisions. The Vienna Purchasing Convention (United Nations Convention on Contracts for the International Sale of Goods, 11 April 1980 (CISG)) is hereby specifically excluded.

25.3 All disputes arising out of the contractual relationship with any customer, relating to it or affecting its validity or the validity of these T&Cs shall fall within the sole jurisdiction of the courts at the place where Swiss Ocean Tech has its registered office, at the date hereof, Bremgarten, Canton Aargau, Switzerland.