

## Conditions Products & Licenses

Date: April 14<sup>th</sup>, 2008

Updated: August 26<sup>th</sup>, 2025

### 1 Subject

- i. The conditions products & licenses are valid, if the parties recognize them. They become obligatory on the whole business relation between the supplier and the customer.
- ii. The supplier offers products as well as licenses for the use of these products. Offers are valid for a period of 10 days.
- iii. Orders by the customer shall be regarded as an offer to purchase. After the examination of the order the supplier XLOG Technologies AG sends a confirmation.

### 2 Usage

- i. The kind and the duration of the use of the licenses can be found in the respective license agreements.
- ii. To the extent permitted by applicable law and unless explicitly otherwise agreed upon no warranties regarding the products and licenses are made.
- iii. The supplier is responsible, by means of its liability insurance, for person and property damages to the customer, demonstrably resulting from the supplier. Further claims are excluded.

### 3 Provisos

- i. Considering the constant advancements the supplier reserves to replace products by at least equivalent ones.
- ii. For practical reasons the supplier reserves to abstain from providing the use of a license.

### 4 Price

- i. The price and the currency are charged to the customer according to the confirmation and the invoices.
- ii. For orders from Switzerland the price includes the VAT. For orders from abroad no VAT results.

### 5 Payment

- i. In accordance with the payment the supplied products and licenses pass on to the customer.
- ii. With the delay of payment an interest of 1% per month is owed. Besides the supplier is entitled to, unless explicitly otherwise agreed upon, to refuse the use of a license up to its payment. In contrast the customer has no right of retention of products and licenses.

### 6 Return

- i. The customer can withdraw from the order of products and licenses in writing until 30 days after the supply without cost sequences.
- ii. Provided uses by a license, unless explicitly otherwise agreed upon, are excluded from the return.

### 7 Protection

- i. All industrial property rights regarding the information - copyright and patent rights in particular - are the sole property of the supplier.
- ii. The license agreements regulate the injury of the protection. The payment of conventional penalties does not free the customer of its contractual obligations.

- iii. The supplier is entitled to use know how, gained by carrying out this agreement, for other clients in compliance with the secrecy requirement.

## 8 Third party involvement

- i. In the context of its business the supplier may involve third parties.
- ii. The supplier is responsible for the careful selection and instruction of these third parties.

## 9 Modifications

Changes and side-agreements require the written form to be valid.

## 10 Place of Jurisdiction

- i. This legal relationship is subject to Swiss law.
- ii. Place of jurisdiction is the domicile of the supplier.

## 11 Contact

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