

General Terms and Conditions

for Testing and Inspection Services

of temperature controlled packaging solutions

1. Scope of application

1.1 All testing and inspection services (hereinafter: 'Services') or offers for services (hereinafter: 'Offers')* and all resulting contractual relations between SkyCell AG and its subsidiaries (each hereinafter referred to independently as "Skycell") and the natural/legal person who has commissioned them (hereinafter: the 'Client') shall be governed by these General Terms and Conditions (hereinafter: 'GTC').

1.2 Deviating agreements and oral side agreements will be binding only after prior written consent by Skycell.

2. Placing and fulfilling orders

2.1 Skycell will provide the services with due care in accordance with the criteria or methods defined in the offer and confirmed by the Client in the order or in accordance with the specific requirements of the Client, provided those are deemed to be appropriate and have been confirmed by Skycell. In the absence of an offer or other specific instructions on the part of the Client, the order will be fulfilled at the sole discretion of Skycell.

2.2 Orders placed by the Client become binding by means of a written order confirmation from SkyCell. Client inquiries confirmed by SkyCell shall only be deemed a binding order confirmation if such inquiry clearly specifies the type, scope and price of the service (e.g. test report, inspection, consulting, etc.). If SkyCell sends the Client an offer instead of a confirmation, such offer shall be valid for 30 days. An order placement shall, in this case, be binding if the Client accepts such offer explicitly or implicitly by means of consenting behavior.

Any change requests after ordering must be communicated in writing.

2.3 Skycell is entitled to engage a subcontractor to execute all or part of the ordered services after prior consultation with the Client. With their consent, the Client authorizes Skycell to disclose to the subcontractor all information required to execute the services ordered.

2.4 Skycell may forward test and inspection reports to third parties, provided the Client has so instructed Skycell, or if Skycell may reasonably assume from the specific circumstances or commercial practice that they have been implicitly authorized to do so.

3. Processing time

3.1 Processing time for reports depends on the type and scope of the service to be performed. SkyCell shall endeavor to process the reports as quickly as possible. If the service is carried out against advance payment, Skycell will not commence until payment has been received. Irrespective of the reason for any delay, SkyCell shall not be liable in any kind for late delivery of reports.

3.2 A binding schedule can be agreed on a case-by-case base in writing. Compliance with the time limit or fixed date is contingent on the timely fulfillment of the Client's duties of collaboration pursuant to clause 4 (e.g. timely delivery of the Material).

3.3 Processing times may be extended due to force majeure if such circumstances prevent Skycell from carrying out the necessary work.

4. Obligations of the Client

4.1 The Client shall ensure that the information, instructions and documents required for the performance of the services are provided to Skycell in good time to enable Skycell to deliver the required services in accordance with the contractual terms.

4.2 Unless SkyCell has agreed to collect, the costs and risks for the delivery of samples and/or other material required for testing in SkyCell's packaging solutions (the "Material") shall be borne by the Client. If the Client dispatches the samples, they must be packed properly and with due consideration of any instructions that SkyCell may have issued.

4.3 The Client shall comply with the provisions on information about and marking, packaging, transport and disposal of hazardous waste and hazardous substances. SkyCell must be informed in advance about any known hazards or risks that may result from the order. This includes for example radioactive, toxic, explosive or other harmful or environmentally

damaging components; to this extent, the Client shall be liable for any damage caused by the hazardous properties of the Material. If SkyCell finds that the Material cannot be examined, e.g. because they are contaminated or on account of the health risks associated with examining them, SkyCell is entitled to reject the Material or carry out the examination as required subject to safety precautions and any additional work and costs involved in consultation with the Client.

4.4 If SkyCell incurs any costs for the proper disposal of hazardous substances and special waste due to the Material submitted by the Client, the Client shall bear those costs irrespective of whether the need for such disposal was known before the order was placed or not.

5. Work results and copyright protection

5.1 All details stated in the test or inspection reports are derived from the results of the testing or inspection procedures, which have been followed in compliance with the specifications, methods or instructions pursuant to no. 2.1 and/or from the evaluation of those results based on technical standards, commercial practices or other circumstances that Skycell deems to be applicable.

5.2 Test reports refer exclusively to the specific Material and reflect only the findings and/or evaluations made at the time of examination in accordance with the scope of services ordered. Skycell is not obliged to point out facts or aspects or compile reports that do not form part of the scope of the ordered services, examinations or procedures.

5.3 Skycell will make test or inspection reports available electronically, unless the Client has specifically requested transmission of the reports in printed and signed form, which incurs additional costs. Any test reports submitted electronically are valid even if not signed.

5.4 Skycell retains copyright in the provided services, to the extent that they can be copyrighted. The Client may use the test or inspection reports or assessments, including all calculations, tables, images and other details compiled in accordance with the contract only for the contractually agreed purpose. The Client is not entitled to change, edit, publish them or use them only in extract without the consent of Skycell. The same applies for quotes, prospectuses, catalogues, trade marks or other corporate documentation or designations.

5.5 Skycell reserves the title to all testing methods, devices and/or equipment.

6. Confidentiality

The Client and Skycell undertake to keep the mutually disclosed business and trade secrets confidential, not to transmit them to third parties without the written consent of the other party and not to use them in an unauthorized manner for their own purposes. Information received or obtained in the course of the contractual relations will be treated as confidential by Skycell, unless it has been made public or publicly accessible, or it was already known to Skycell, or it was made known to Skycell by a third party without any breach of a duty of confidentiality. Skycell is authorized to use examination results in an anonymized form for commercial purposes, publish them and to analyze them statistically for in-house purposes. However, Skycell is authorized to disclose the information if disclosure is intended and required by statutory provisions. In this case, the Client will be informed about the disclosure.

7. Ownership and storage of samples

Upon receipt, all Material shall become the property of SkyCell. The Material will be stored for a period determined at Skycell's discretion, unless the Material require cool storage, in which case the samples will be stored for a period of only four weeks, unless another arrangement has been agreed by the Client and SkyCell. Unless the Client wishes the Material to be returned, it will be disposed of, **at the cost of the Client**, which point SkyCell's responsibility for the Material will expire. If the Client wishes to have the Material returned to them, it shall pay a handling and freight fee and pay the costs for the return shipment.

8. Prices and payment terms

8.1 The remuneration stated in the order confirmation of the accepted offer shall be paid without deductions, set-offs or retention. If the remuneration has been agreed on a time and material basis, it shall be calculated in installments of quarter-hours.

8.2 Unless otherwise stated, all prices are net prices (excluding VAT, sales or other taxes or levies, all of which shall be borne by customer).

8.3 All expenses and charges, e.g. for dispatch, import, export, authorizations, certifications, etc., shall be borne by Customer. Unless otherwise agreed, travel and driving times are subject to compensation.

8.4 The Client shall provide SkyCell with all information required for correct invoicing, in particular VAT and company identification numbers, if available. Claims shall be invoiced in such currency as stated in the order confirmation or the accepted offer.

8.5 Invoices are to be paid within the payment period stated therein. After expiration of the payment term, Customer shall be in default without further reminder and shall owe interest on arrears at the rate customary between merchants at the place of delivery. Payments in currencies other than those specified in the order confirmation or accepted offer shall only be permitted with the prior written consent of SkyCell and at the exchange rate determined by SkyCell.

8.6 Any subsequent changes or supplements to orders already placed or any changes or re-issues of invoices at the request of the Client will also be charged separately.

9. Liability and guarantee

9.1 The test or inspection reports compiled based on the information, records and/or Material provided to SkyCell by the Client or on the latter's behalf shall be used exclusively for the benefit of the Client. The Client shall draw the necessary conclusions at their own responsibility from the test reports. Neither SkyCell nor their employees or subcontractors are responsible vis-à-vis the Client or third parties for any type of action that is taken or not taken based on conclusions from test or inspection reports or for faulty examinations that are based on incorrect, incomplete, unclear or misleading information transmitted by the Client.

9.2 SkyCell shall only be liable for direct damages caused by it as a result of intent or gross negligence. Liability for auxiliary persons and subcontractors is excluded. If the claims of the Client are based on a contract, the total amount of such claims shall be limited to the remuneration paid by the Client to SkyCell. Under no circumstances shall the Client be entitled to compensation for indirect damages, such as loss of production, loss of use, loss of orders, loss of profit due to recall costs or other direct or indirect damages. The liability of SkyCell for the compensation of claims of third parties asserted against the Client due to intellectual property rights infringements is

excluded.

9.3 In the event of claims for damages, the Client shall notify SkyCell in writing within 14 days after discovery of the circumstances establishing the damage. Any claims on the part of the Client shall be time-barred within one year after the start of the statutory start of prescription. A test report is deemed to have been accepted if the Client does not object to it in writing within 14 days after receipt.

9.4 Any inconsistent or false results transmitted by SkyCell must be promptly notified to us to allow us to undertake a second analysis. If the second analysis shows the result to be correct, the Client shall bear the costs of the second analysis

10. Privacy

10.1 We comply with the requirements of the Swiss Data Protection Regulation. We process personal data as part of the order only to the required extent. This includes, in particular, the names and business contact details of contact persons. The data is processed exclusively for the specific purpose of executing the commission, invoicing and transmitting the results of the analysis. For further information in this regard, we refer contracting partners to the privacy policy on our website.

11. Modification and termination of an order

Adjustments, additions or other changes to an order shall only be valid if they have been accepted in writing by SkyCell and the Client. Without prejudice to the foregoing, SkyCell shall be entitled to modify these General Terms and Conditions in accordance with Section 11. The Client shall have the right to terminate an order at any time as long as the termination is not at an inopportune time. In the event of termination, the Client shall be obliged to reimburse the expenses and costs incurred by SkyCell up until the reception of the termination notice in accordance with the agreed rates. In the absence of an agreement, expenses and costs shall be reimbursed in accordance with the usual rates of SkyCell

12. Miscellaneous

Should any provision of these GTC prove to be invalid or unenforceable in whole or in part, the validity of the remaining provisions of these GTC shall not be affected thereby. SkyCell reserves the right to modify these GTC at any time.

13. Jurisdiction

13.1 Contracts concluded by SkyCell and the Client shall be governed by the law of Switzerland subject to exclusion of the UN Convention on Contracts for the International Sale of Goods.

13.2 The Parties submit to the jurisdiction of the courts of Zug.

Last updated: 17 March 2022