

GENERAL TERMS AND CONDITIONS (hereinafter referred to as "GTC")

1. SCOPE AND APPLICABILITY

1.1 Deep Blue AG, Engenbühl 130, CH-5705 Hallwil, Switzerland (hereinafter referred to as "DB"), is a manufacturer and vendor of safety systems for marine and pool facilities that offers a wide range of products and individual services.

1.2 These General Terms and Conditions (hereinafter referred to as "GTC") govern the rights and obligations in the relationship of DB with its customers. They apply to all business relationships between DB and customers, especially to the delivery of products and the provision of services, unless otherwise agreed in writing.

1.3 Terms and conditions of the customer shall apply only if and to the extent that they have been expressly accepted by DB in writing and do not contradict the GTC of DB.

1.4 To be valid, side agreements, amendments, supplements, and legally relevant declarations must be made in writing.

1.5 Should individual provisions be or become ineffective or invalid, the validity and effectiveness of the other provisions shall remain unaffected. In such a case, the invalid provision shall be re-interpreted or supplemented in such a way that the intended purpose of the provision is achieved as closely as possible.

1.6 The customer is to be notified through circulars or other suitable means and shall come into force within one month, unless the customer objects in writing.

1.7 "Products" are devices, components, accessories, software, and additional equipment offered and sold by DB.

2. ORDER, DELIVERY, HANDOVER OF THE PRODUCTS

2.1 Orders are usually placed in writing.

2.2 As a matter of principle, the scope and performance of the delivery shall be governed by the respective order confirmation or – if no order confirmation is sent – by the respective delivery. No order confirmation will be sent if the delivery is made immediately. Subject to availability and deliverability of the products. The product scope, specifications, etc. are published in writing without any guarantee. In this context, the current specifications and product scope at the time of delivery of the products shall be authoritative.

2.3 Unless expressly guaranteed in writing, delivery dates specified by DB shall be considered as approximation. Delivery dates are specified to the best of our knowledge, but without any guarantee. This shall apply especially in the case of delivery delays, e.g. due to upstream supply problems. Should a delivery be delayed beyond a delivery date assured by DB in writing, the customer may, after the end of an extension of at least three weeks that the customer must grant in writing, put DB in default and withdraw from the respective order if another reasonable extension passes without success. Further claims are excluded in this event.

2.4 In the event of delivery problems due to circumstances that DB cannot influence, such as strike, lockout, unavailability of material, shipment/operation block at the manufacturer, or transport problems, DB may cancel confirmed orders. In this event, the customer shall be entitled to refund of any purchase price payments already made; further claims are excluded.

2.5 Order changes or cancellations requested by the customer usually necessitate a written agreement with DB. DB may charge the customer for costs already incurred.

2.6 DB may make partial deliveries.

2.7 All specifications and information concerning the product scope are manufacturer information. Errors excepted. DB does not assume any liability resulting from the change of specifications and technical details.

3. ACCEPTANCE AND INSPECTION

3.1 The customer shall inspect the products and services delivered by DB for completeness and correctness promptly upon delivery and shall notify DB in writing of any damage, defects, and complaints without delay after detecting such, but no later than 7 days after the delivery.

4. TRANSFER OF RISK AND REWARDS

4.1 Upon submission of the products to the forwarder, the risk shall be transferred to the customer.

5. RETURN OF PRODUCTS

5.1 The return of products by the customer is subject to the prior approval of DB and shall take place at the expense and risk of the customer. The products must be returned in their original packaging and be accompanied by a detailed error/defect description and the purchase receipt.

5.2 DB reserves the right to send products with missing, defective or written-on original packaging as well as products that are no longer flawless back to the customer at its expense and risk. If a product is returned without an error description, DB may search for the error at the expense of the customer (minimum workload one hour).

5.3 As a matter of principle, products ordered by the customer on the basis of wrong assumptions or products ordered mistakenly cannot be returned.

6. PRICES

6.1 The prices of the products and services of DB are quoted in Swiss francs (CHF) or other currencies and are subject to VAT, ex DB distribution centre. Ancillary costs such as packaging and shipment/delivery (freight/transport) costs are not included in the prices; freight costs will be billed in a separate item depending on the payment method.

7. PAYMENT CONDITIONS

7.1 The prices agreed at the conclusion of the contract shall apply plus statutory VAT. The invoices of DB shall be due for payment according to the agreed payment terms and without any deductions. All bank charges shall be borne by the customer. If the due date is exceeded, we may charge default interest amounting to 1% a month and the reimbursement of all reminder and collection fees.

7.2 If the customer is in arrears with payments, DB may discontinue all further deliveries to the customer entirely or partly until its claims are repaid or guaranteed without any additional warning. All consequences resulting from such a suspension of deliveries shall be borne exclusively by the customer.

7.3 If the customer subsequently fails to pay its debts or does not ensure their fulfilment even within an extension granted by DB, DB may claim damages. In addition, DB may also proceed according to the general statutory rules of the Swiss Law of Obligations (OR).

8. OFFSETTING/RIGHT OF RETENTION

8.1 The customer is not authorised to offset any counterclaims against claims of DB.

8.2 Any right of retention or lien of the customer is fully waived.

9. LIEN

9.1 As long as they are in the customer's realm of influence, the products delivered by DB shall remain property of DB until DB has received the complete purchase price in accordance with the contract. Until such time, DB may register the lien in the lien register at the customer's domicile pursuant to Art. 715 of the Swiss Civil Code (ZGB). Upon request, the customer undertakes to promptly grant DB its written consent to the registration of lien in all aspects relevant to the registration.

9.2 As long as the purchase price is not fully paid, the customer shall keep up the products delivered by DB, treat them with care, and insure them against all common risks.

10. DB SERVICES/SUPPORT

10.1 Support services are not included in the product price+.

11. WARRANTY

11.1 The responsibility for the selection, configuration, deployment, and use of products as well as the results achieved with them lies with the customer/buyer of the products, i.e. the end customer. If the delivery is incomplete, DB will make supplementary delivery as soon as possible. Complaints about the delivery, no matter what the reasons may be, do not exempt the customer from the payment of the invoice of DB within the agreed payment term. Should the customer, by way of exception, e.g. due to a specific agreement with DB, have a right of return, the customer shall only be entitled to refund of the purchase price if and when the products arrive at DB in the original packaging in a resalable condition.

11.2 DB does not provide any warranty for the merchandise it delivers. The customer shall only be entitled to any factory warranty of the manufacturer, which shall be asserted directly to him or the bodies designated by him. The customer may also request the assignment of all warranty claims of DB against third parties, which the customer shall assert for its own account and at its own risk. Further claims of the customer are excluded.

11.3 DB provides a warranty for products that it manufactures itself under the customary national provisions, but at least for two years starting from the date of sale of the product to the consumer. The warranty only covers defects resulting from material or manufacturing errors. When asserting warranty claims, the original purchase receipt indicating the date of sale must be enclosed. Warranty repairs shall be performed exclusively by authorised Deep Blue Marine service centres; otherwise, the warranty claim shall expire.

11.4 The warranty does not cover:

- Damage from improper use
- Damage from the use of force, damage from external influences or foreign matter
- Damage from non-compliance with the operation manual
- Normal wear and tear

Partly or fully disassembled devices are also excluded from the warranty.

11.5 The customer acknowledges that due to the applicable warranty provisions of the manufacturer, the warranty is usually limited to rectification or replacement of the defective/deficient products and shall apply only if no repair attempts have been made by third parties.

12. LIABILITY

12.1 DB shall only be liable for direct damage and only if the customer furnishes evidence that such was caused by gross negligence or intent of DB, its assistants or third parties engaged by DB. The liability is limited to the price of the respective delivery/service.

12.2 Any further liability of DB, its assistants, and third parties engaged by DB for all types of damage is excluded. In particular, the customer shall not be entitled to compensation for damage that did not occur directly to the product, such as loss of production, use, data, orders, profit or other indirect or consequential damage.

13. PATENTS AND OTHER PROPERTY RIGHTS

Should a third party make allegations or assert claims against the customer or its end customers due to the breach of a patent, copyright, or other commercial property right by delivered products or products from their operations, the customer shall inform DB of such notices of breaches or asserted claims without delay in writing. DB shall promptly forward these notices to the supplier or manufacturer and ask him to solve the problem. The customer waives any warranty or liability claims against DB.

14. APPLICABLE LAW AND PLACE OF JURISDICTION

14.1 The individual contracts as well as the GTC are governed exclusively by **Swiss law**.

14.2 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationships is **Hallwil**, Switzerland. DB may also file charges against the customer at its ordinary place of jurisdiction.