

These are the

General Terms and Conditions of Business (GTC)

of the company

Bitcontrol GmbH

with headquarter in

**5415 Nussbaumen
Switzerland**

hereinafter referred to as ***Bitcontrol***.

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This document has been translated from German into English by using the www.DeepL.com/Translator.

Definition

The word '**written**' in the context of these GTC means a letter in paper form or an email with or without attachment. A letter may be attached to an email in electronic form and shall be deemed to have been received when the recipient has confirmed receipt thereof in writing.

1. Scope

The following General Terms and Conditions apply to all legal transactions with our contractual partners.

Contractual partners who purchase a product from Bitcontrol or use a service thereby acknowledge these General Terms and Conditions, unless they expressly state that they want other regulations.

Regulations and conditions which deviate from these General Terms and Conditions shall be agreed in writing between Bitcontrol and the respective contractual partner.

If both parties wish to apply general terms and conditions, the points in agreement shall apply. A written agreement will be made about the deviating points, unless they are insignificant parts of the contract.

These general terms and conditions are valid for an indefinite period of time, as long as they have not been changed by the parties in a written agreement.

In all other respects, the Swiss provisions of the Swiss Code of Obligations on the purchase contract (OR Art. 184 ff) shall apply, as well as the other applicable Swiss laws and regulations.

2. Services

A service contract begins and ends at the individually agreed time.

Bitcontrol invoices services on a monthly basis. The time spent and any material required to fulfil the service is listed transparently and in detail. Complaints regarding invoicing must be received by Bitcontrol within ten working days of receipt by the contracting party, otherwise the contracting party undertakes to pay the invoice amount.

A service contract can be terminated properly. A period of four weeks to the end of the next month applies in this respect.

A termination without notice for important reason is possible. An important reason is, for example, if the contractual partner is in arrears with two successive, due payments and does not make these after a reasonable period of grace.

3. Offers

Written offers by Bitcontrol shall be binding and, unless otherwise stated, shall be valid for 30 days.

If, after conclusion of a contract, the contracting party demands deliveries, products or services that are not included in the offer, these will be invoiced additionally.

Price lists and brochures contain non-binding information and indicative prices. Information provided by telephone shall not be valid for a longer period of time.

All documents and samples submitted with the offer shall remain the property of Bitcontrol. Without the consent of Bitcontrol, third parties may not be granted access to the offer

documents.

4. Conclusion of Contract

Orders require the written form.

A contract is concluded by our written order confirmation.

If there is no contract with advance payment, Bitcontrol will send a written order confirmation to the client after receipt of the order and its acceptance.

If a contract contains the prepayment clause, the contract shall not be deemed concluded until Bitcontrol has sent the contracting party an order confirmation. This will only be delivered when Bitcontrol accepts the order and the contracting party has made the payment for the amount agreed in the order after placing the order.

If the contract is not concluded, Bitcontrol shall reimburse the contracting party in full for any amounts paid in advance.

5. Delivery Dates

The delivery dates stated by us in the order confirmation shall apply.

Claims for damages due to non-compliance with delivery dates are excluded.

6. Delivery

Benefit and risk shall pass to the customer at the latest upon dispatch or upon transfer of the work performance by Bitcontrol.

In the case of partial deliveries, the customer shall only pay for the costs of the first delivery; the remaining delivery costs shall be borne by Bitcontrol.

In all other cases the delivery costs will be charged to the contracting party.

If dispatch or handover is delayed or rendered impossible for reasons for which Bitcontrol is not responsible, the delivery shall be stored at the expense and risk of the customer. In this case, the risk is transferred to the ordering party from the day of readiness for dispatch.

EXW, Incoterms 2010 applies to deliveries within Switzerland. FCA (Bitcontrol, CH-5415 Nussbaumen), Incoterms 2010 applies to cross-border deliveries.

7. Returns

For returns of any kind and for any reason, the contractual partner shall bear the transport costs.

In case of warranty claims, Bitcontrol shall bear the costs for the shipment of the repaired or replaced goods to the contracting party. In the case of returns due to the delivery of incorrect products (wrong delivery), Bitcontrol shall bear the costs for a new shipment. This will only be triggered after the incorrect delivery has arrived at Bitcontrol.

The products contained in an incorrect delivery must be returned new and in their original packaging, otherwise Bitcontrol reserves the right to invoice the products and return them to the contracting party.

The risk of damage or loss of the goods during transport to or from Bitcontrol shall in all cases be borne by the contracting party.

8. Prices

Unless otherwise agreed, our prices are quoted in Swiss francs, net, ex works, without packaging and without taxes, duties, charges, customs duties and the like. All costs of this kind shall be borne by the contractual partner.

9. Terms of Payment

Payments are to be made without any deduction within 30 days of invoicing. For deliveries abroad Bitcontrol always insists on advance payment.

The goods remain our property until full payment has been received. The extended retention of title applies.

Should the stated payment dates not be met, we reserve the right to charge a reasonable default interest and reminder fees.

10. Warranty

Bitcontrol assumes a warranty of 24 months for services rendered.

We undertake to repair or replace as quickly as possible all parts, components and products, including their software, which are demonstrably defective or unusable as a result of defective performance of our services.

Excluded from the warranty are all damages resulting from wear and tear, ageing, incorrect care or use or other causes not related to us.

11. Data Privacy

All data and information which Bitcontrol receives from its contractual partners is considered confidential and will not be passed on to third parties. It is irrelevant in which form and via which medium Bitcontrol has received the data.

Bitcontrol undertakes to keep all data under lock and key and to protect it.

The contracting parties may request the surrender or deletion of their data, or parts thereof, at any time in writing.

Bitcontrol cannot be held liable for damages caused by criminal energy, such as burglary, theft or hacker attacks.

For data which arises in connection with the use of our website, we refer to the data privacy

declaration of the website.

12. Confidentiality

The employees of Bitcontrol undertake to maintain secrecy with regard to past, current and future business transactions and projects with contractual partners. This applies not only to project and product information, but also to personal data such as names, e-mail addresses and telephone numbers of employees of our contractual partners.

An additional written non-disclosure agreement on ongoing business and projects is usually unnecessary, but Bitcontrol will agree to such an agreement unless it conflicts with these Terms and Conditions.

13. Liability

Any liability for damages of any kind resulting from the use of our products or the results of our services is excluded.

14. Place of Performance

The place of performance is the location of the headquarter of Bitcontrol.

15. Place of Jurisdiction and Applicable Law

The place of jurisdiction for the contractual partner and Bitcontrol is CH-5400 Baden. Bitcontrol is, however, entitled to sue the contracting party at its registered office. The legal relationship is subject to Swiss law. The provisions of the United Nations Vienna Convention on Contracts for the International Sale of Goods are excluded.

16. Final Provisions

Should a provision of these GTC be or become void, or should a gap exist, the legal validity of the remaining provisions shall remain unaffected. Instead of the invalid provision, a valid provision shall be deemed to have been agreed from the outset which comes closest in economic terms to the provision intended by the parties.