

## Terms & Conditions (T&C)

## Mechmine LLC

### §1 Definition Supply of a Service

An agreed Service delivered to the customer by Mechmine LLC (GmbH) following the definition by Swiss law.

### §2 Applicability

These T&Cs apply to Services delivered by Mechmine LLC (GmbH) in Switzerland. The terms agreed in the Offer, a.k.a. Quote, or a dedicated Contract apply in case of contradictions.

### §3 Services without a Contract

3.1 Short appointments, up to 25 hours or three (3) days, can be carried out by Mechmine LLC (GmbH) without a Contract.

A verbal or written purchase order, e.g. by email, suffices which Mechmine LLC (GmbH) shall acknowledge by email.

A simple formal Offer, Contract and Purchase Order (PO) shall be put in place for longer assignments. Repeated short term assignments shall be governed by a Service Level Agreement (SLA).

3.2 Contract or Offer modifications requested by the customer are only valid by mutual written agreement (Change Management).

3.3 Added Services which are not detailed in the Offer or Contract are subject to clause 3.1 and 3.2.

### §4 Services with a Contract

4.1 A Contract shall be put in place for appointments beyond three days unless agreed otherwise.

### §5 Validity of Contract

A valid Contract can be an Offer accepted by the customer.

For reason of clarity, both parties shall confirm the acceptance of the Offer in writing through valid signatures.

Mechmine LLC (GmbH) is not required to start work prior to having a Contract in place.

### §6 Customer duties

The customer will provide reasonable but necessary support to allow the execution and completion of the agreed work.

### §7 Payment terms

7.1 Invoices from Mechmine LLC (GmbH) shall be payable within 30 days upon date of issue unless stated otherwise in the Offer.

7.2 Total prices are inclusive VAT. Other costs which may arise and apply are detailed in clause 14 unless stated otherwise in the Offer.

7.3 Future claims, entitlements or cross-charges shall be detailed in the Contract or Offer before work commences.

### §8 Warranty

Mechmine LLC (GmbH) shall complete the agreed assignment dutifully and timely.

Mechmine LLC (GmbH) shall not be held liable for damages caused by a third party product used or delivered to the customer.

### §9 Liability

9.1 Mechmine LLC (GmbH) is liable as per Swiss law rules, e.g. OR clause 99, 100 and 101.

9.2 Mechmine LLC (GmbH) shall not be held responsible for damages arising from the customer's failure to fulfill its obligations, for damages caused by a test or the retrieval of lost data, and indirect or subsequent damages such as lost earnings or (bona fide) claims made to the customer by a third party.

9.3 Mechmine LLC (GmbH) shall not be held responsible for failure to complete or deliver the agreed work for reasons which are outside its control.

### §10 Confidentiality

Both parties shall treat all information exchanged during the Contract execution as confidential unless a dedicated Non-Disclosure Agreement (NDA) is in place.

This includes all documents labeled "Intern", "Confidential" or "Company Confidential" and all Quotes, Offers und Contracts.

The duration of confidentiality shall be 5 years unless the NDA states otherwise. In case of doubt, either party shall request clarification from the other.

### §11 Legal Succession

Both parties shall pass on any liability or contractual agreement to its legal succession. The assignment to a third party requires the written approval of the other party, which shall not deny this request without good reason.

### §12 Settlement

n.a.

### §13 Jurisdiction

All contractual obligations between the parties shall be governed by Swiss law.

The place of jurisdiction shall be the domicile of Mechmine LLC (GmbH), i.e. Court Werdenberg-Sarganserland, canton St. Gall.

### §14 Miscellaneous

14.1 The standard daily rate is stated in a quotation.

14.2 The working time at the customer site shall be at least 8 hours per day, between 6am and 8pm.

14.3 Travel time is the time to get from the domicile of Mechmine LLC (GmbH) to the customer site. Travel time is treated as working time but with a 20% reduced hourly rate.

14.4 Travel costs are the effective costs to reach the customer site, i.e. place of work, from Sargans, St. Gall.

Train (1<sup>st</sup> class) / Bus/Flight (economy class) / Rental car / Taxi / Parking fees: the effective costs are passed on to the customer unless the customer covers these costs directly.

A kilometer allowance of CHF 0.70 shall apply for the use of a company/private car through Mechmine LLC (GmbH).

14.5 No subsistence costs are charged for 1-day assignments.

14.6 A subsistence cost daily allowance of CHF 70.- shall apply for assignments requiring overnight stay, i.e. accommodation, unless agreed otherwise.

The effective accommodation costs shall be passed on to the customer.

14.7 Any other expense stemming from the execution of the Contract shall be passed on to the customer unless stated otherwise in a valid Offer or Contract.