LINETRONIC TECHNOLOGIES SA

Via Onorio Longhi 2 · 6864 Arzo · Mendrisio · Switzerland
Tel: +41 91 630 07 03 · Email: info@lin-tech.ch · www.lin-tech.ch
VAT No. CHE-100.921.403 · Register No. CH-524.3.009.115-6

GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY

Version 2.1 · July 2026

PREAMBLE AND SCOPE OF APPLICATION

These General Terms and Conditions of Sale and Supply ("GTC") govern all business relationships between Linetronic Technologies SA, a company incorporated under Swiss law with registered office at Via Onorio Longhi 2, 6864 Arzo, Mendrisio, Canton Ticino, Switzerland ("Linetronic" or the "Seller"), and its commercial counterparties (each a "Buyer"). These GTC apply to the sale and supply of: (a) new laboratory analytical instruments; (b) spare parts and consumables; (c) repair and maintenance services; and (d) software and firmware, whether supplied standalone or embedded in instruments.

These GTC apply exclusively to transactions between commercial entities (B2B). Linetronic does not contract directly with consumers within the meaning of Swiss consumer protection law.

These GTC constitute the complete and exclusive statement of terms applicable to any sale or supply by Linetronic. Any terms and conditions of the Buyer that differ from, add to, or conflict with these GTC are expressly rejected and shall have no legal effect, even if Linetronic does not explicitly object to them in each individual case. Acceptance of products or services by the Buyer constitutes unconditional acceptance of these GTC.

Modifications to these GTC require the prior written agreement of an authorised representative of Linetronic.

Article 1 – OFFERS AND QUOTATIONS

1.1 All offers and price quotations issued by Linetronic are non-binding invitations to the Buyer to place an order (invitatio ad offerendum) and do not constitute irrevocable offers within the meaning of Article 3 of the Swiss Code of Obligations (CO). Linetronic is not bound by any offer unless it has been confirmed in writing.

1.2 Unless otherwise stated in writing, quotations are valid for ninety (90) calendar days from the date of issue. After expiry of the validity period, Linetronic reserves the right to revise prices, availability, and technical specifications.

1.3 Quotations for spare parts and consumables issued for planning purposes reflect estimated pricing only. Actual pricing will be based on Linetronic's current price list in effect at the time the Buyer's purchase order is received.

1.4 Product descriptions, illustrations, weights, dimensions, and technical data contained in catalogues, brochures, websites, or price lists are indicative and do not constitute a contractual commitment as to quality or fitness for a particular purpose, unless expressly incorporated into the Order Confirmation.

1.5 Linetronic is not responsible for typographical, clerical, or electronic errors in quotations or other documentation. Any such errors shall be subject to correction without liability.

1.6 Surcharges (including, without limitation, freight, energy, or raw material surcharges) may be implemented by Linetronic as necessary. Any applicable surcharges will be notified to the Buyer prior to order confirmation.

Article 2 – ORDERS AND CONTRACT FORMATION

2.1 A binding contract between Linetronic and the Buyer is concluded exclusively upon Linetronic's issuance of a written Order Confirmation (by email or signed document) in response to the Buyer's written Purchase Order (by email or postal mail). Verbal agreements, verbal orders, or verbal representations by employees or agents of Linetronic shall not be binding unless confirmed in writing.

2.2 Linetronic reserves the right to accept or reject any Purchase Order, in whole or in part, within fifteen (15) business days of receipt. Silence on the part of Linetronic shall not constitute acceptance.

2.3 Each Order Confirmation is specific to the individual order referenced and shall not be construed as extending to any other or future supply.

2.4 Where a Buyer uses its own purchase order form or terms, any additional or conflicting terms contained therein are hereby expressly rejected and shall be void and of no effect, regardless of whether Linetronic specifically objects to them.

2.5 In the event of non-payment by the Buyer within ninety (90) calendar days of notification that goods are ready for dispatch, Linetronic reserves the right to notify the Buyer of its intention to cancel the order. If no mutually acceptable solution is reached within thirty (30) calendar days of such notification, Linetronic may unilaterally release and reclassify the goods and treat the contract as terminated.

Article 3 – CANCELLATION

3.1 Orders accepted by Linetronic may not be cancelled by the Buyer without Linetronic's prior written consent.

3.2 Where Linetronic agrees to a cancellation, the following cancellation charges shall apply as a minimum in order to compensate production’s direct cost:

Type of Order	Minimum Cancellation Fee
Standard instruments and spare parts	25% of order value
Custom, modified, or special-order instruments	Up to 100% of order value
Services already commenced	Full cost of work performed

3.3 The applicable cancellation fee will be communicated to the Buyer in writing prior to any agreed cancellation taking effect. Linetronic reserves all additional legal remedies available under Swiss law.

3.4 Cancellation requests must be submitted in writing by the Buyer with a reasoned explanation.

Article 4 – PRICES

4.1 Unless otherwise agreed in writing, the prices applicable to any order are those set out in Linetronic's accepted Order Confirmation. Discounts or rebates agreed by means other than written confirmation shall not be binding.

4.2 All prices are exclusive of: (a) value added tax (VAT) or equivalent taxes; (b) import duties, customs fees, or excise taxes at the destination; (c) shipping, insurance, and handling costs (unless explicitly included in the quotation); and (d) costs of special packaging beyond Linetronic's standard packaging. Such costs are for the account of the Buyer.

4.3 Quoted prices are stated Ex-Works (EXW, Incoterms 2020) from Linetronic's premises in Arzo, Switzerland, unless otherwise specified in the quotation. Shipping costs indicated in a quotation are estimated and subject to revision based on carrier rates at the time of shipment.

4.4 Linetronic reserves the right to adjust its price lists at any time. Such adjustments shall not affect the price set out in an already-issued Order Confirmation, unless extraordinary and documentable increases in raw material or component costs exceeding five percent (5%) occur after confirmation.

4.5 Services such as installation, commissioning, training, and on-site testing are not included in the product price and must be quoted separately for each individual order.

4.6 Costs of certifications and legalisation of documents at the Chamber of Commerce of Canton Ticino are included in the offer where stated. Costs for external certifications, third-party inspections, and embassy attestations are subject to change based on destination country, quantity, and material nature, and shall be billed at actual cost.

Article 5 – PAYMENT

5.1 Unless otherwise agreed in writing between the parties, payment is due one hundred percent (100%) in advance by bank transfer prior to shipment. The order will be processed only after full receipt of the invoiced amount on Linetronic's bank account.

5.2 By special written agreement between the parties, alternative payment terms may be established, including partial advance payment or payment after shipment. In the absence of any such specific written agreement, Article 5.1 shall apply.

5.3 All payments must be received in the currency stated on the invoice, net of all bank charges, transfer fees, and commissions. Any correspondent bank charges or intermediary fees are for the sole account of the Buyer.

5.4 Linetronic accepts payment by irrevocable, confirmed Letters of Credit (LC) subject to prior written agreement and Linetronic's evaluation of the country risk and the issuing bank. Letters of Credit must be issued in irrevocable and operative form, subject to ICC Uniform Customs and Practice for Documentary Credits (UCP 600). All costs of opening, confirmation, and negotiation of the LC are for the account of the Buyer.

5.5 Linetronic reserves the right to assess the creditworthiness of the Buyer at any time and to require advance payment, security, or other guarantees if the Buyer's financial standing appears impaired. If the Buyer fails to comply with such a request, Linetronic may withhold or cancel further shipments.

5.6 Linetronic reserves the right to set off any amounts owed by the Buyer under any invoice against any credit or payment received from the Buyer.

5.7 Late Payment

In the event of late payment, overdue amounts shall automatically accrue interest at the rate of five percent (5%) per annum from the due date, in accordance with Article 104 of the Swiss Code of Obligations, without the need for prior notice or formal default. Linetronic further reserves the right to: (a) suspend all pending deliveries until full payment is received; (b) apply a storage surcharge for bulky goods held beyond the agreed delivery date at Buyer's request; and (c) demand immediate payment of all outstanding amounts across all open orders with the Buyer.

5.8 Any costs of collection, including legal fees and enforcement costs, shall be borne by the Buyer.

Article 6 – DELIVERY

6.1 Delivery terms shall be as specified in the Order Confirmation, applying Incoterms 2020 (International Chamber of Commerce). Linetronic commonly uses Ex-Works (EXW), Delivered at Place (DAP), and Carriage Paid To (CPT) to the airport of the destination city. Other Incoterms may be agreed in writing between the parties.

6.2 Delivery dates and weeks indicated in quotations and Order Confirmations are estimates only and are not binding. They represent Linetronic's best assessment at the time of issue and may be subject to change due to production scheduling, transportation delays, supplier lead times, or other external factors. The Buyer may not claim damages, request order cancellation, or seek price reduction solely on the basis of a delivery delay, except in cases of wilful misconduct or gross negligence by Linetronic.

6.3 The definitive shipment date will be communicated to the Buyer once the goods are ready for dispatch, along with courier or freight tracking information.

6.4 Linetronic may, upon written agreement, accept and make partial deliveries. Each partial delivery may be invoiced separately.

6.5 If shipment is delayed at the Buyer's request, Linetronic may invoice the Buyer immediately for the goods held and may apply a reasonable storage charge from the originally scheduled shipment date. Risk of deterioration of the goods during any such delay shall pass to the Buyer.

6.6 Unless otherwise stated in the Order Confirmation, Linetronic shall arrange shipment via a carrier of its choosing. All transportation costs and insurance are for the account of the Buyer unless otherwise specified.

6.7 Risk of Loss – EXW Shipments

Where goods are delivered Ex-Works (EXW, Incoterms 2020), risk of loss or damage passes to the Buyer at the moment of loading at Linetronic's premises in Arzo. Any claim for loss or damage in transit must be filed by the Buyer directly with the carrier.

6.8 Risk of Loss – DAP / CPT Shipments

Where Linetronic arranges shipment under DAP or CPT terms, Linetronic insures the goods during transit at its own cost. Validity of such insurance coverage is strictly conditional upon the Buyer fulfilling all of the following obligations upon receipt:

- Inspect packaging conditions before signing the delivery document;
- Note any specific and motivated reservation on the transport document (e.g. damaged, tampered, wet);
- Collect photographic evidence of the packaging and the goods;
- Notify Linetronic in writing within forty-eight (48) hours of receipt of any damage or shortage.

Failure to comply with any of the above conditions will void Linetronic's insurance coverage and any replacement or repair will be billed in full to the Buyer.

6.9 Any replacement of damaged or missing goods shall be treated and invoiced as a new order.

Article 7 – INSPECTION AND ACCEPTANCE

7.1 The Buyer is obliged to inspect all products upon receipt for visible defects and discrepancies from the Order Confirmation.

7.2 Any visible defects, shortages, or non-conformities must be reported to Linetronic in writing within eight (8) calendar days of the effective date of receipt of the goods. Claims received after this period shall be rejected by Linetronic, and the goods shall be deemed accepted in their received condition.

7.3 Any claims regarding hidden (non-visible) defects that could not have been discovered upon delivery inspection must be notified in writing within the applicable warranty period set out in **article 8.1**, and in any event no later than thirty (30) calendar days after the defect becomes apparent.

7.4 Where a Buyer provides specifications, data, or technical parameters pursuant to a purchase order, and such data proves to be inaccurate or incomplete, any warranty or other obligation of Linetronic based on such data shall be void.

Article 8 – WARRANTY

8.1 Standard Warranty

Unless otherwise agreed in writing, Linetronic provides the following standard warranty periods from the date of invoice:

Product Category	Warranty Duration
New analytical instruments (main structure)	24 months
Consumables, glassware, thermometers, easily damaged parts	No warranty. Free replacement only for damage visible upon unpacking and reported per **Article 7.2**.
Warranty Repair / maintenance services (workmanship + replaced parts)	3 months or time before end of the warranty period, whichever is longer
Paid Repair / maintenance services after expiry of warranty	6 months
Spare parts (sold separately)	12 months

The warranty period applies to instruments and assemblies in their unmodified, non-tampered condition.

8.2 Warranty Coverage

The warranty covers manufacturing defects, assembly defects, and defects attributable to materials used by Linetronic in production. The Buyer must inspect goods upon receipt and report any visible defects within eight (8) calendar days in accordance with Article 7.

Warranty service is provided at Linetronic's facilities in Arzo, Switzerland, or at another location designated in the RMA (Return Merchandise Authorisation). Remote technical assistance is included during the warranty period at no additional cost. Where the defect cannot be resolved remotely, the instrument must be returned to Linetronic's production facility. Return shipping costs in both directions are for the account of the Buyer.

Where Linetronic requires the return of a defective part to its facility for inspection, the Buyer must arrange such return within fifteen (15) calendar days of Linetronic's request. Failure to do so will result in the charge of all costs incurred by Linetronic.

8.3 Warranty Limitations

Where on-site warranty service is agreed between the parties, Linetronic reserves the right to charge travel and accommodation costs.

Instrument realized with a non-standard voltage (220 Vac) might be subject to a limited warranty of 12 months, this aspect will be clearly mentioned in the quotation.

The delivery term used for the original order (including DAP or CPT) shall not automatically apply to any replacement unit supplied under warranty.

Linetronic reserves the right to invoice shipping, insurance, and related costs for any warranty substitution separately from the original order, regardless of the Incoterms originally agreed, unless expressly waived in writing by Linetronic.

8.4 What the Warranty Does Not Cover

The following are expressly excluded from warranty coverage:

- Wear parts, consumables, and fragile components (including, without limitation, seals, sensors in contact with liquids, glassware, thermometers, and any operator-damageable components);
- Damage caused by improper electrical connection, failure to observe safety regulations, use of non-approved operating pressures, or failure to follow the instrument user manual;
- Use of non-original spare parts, accessories, or consumables not supplied or approved by Linetronic;
- Intervention by non-authorised or untrained personnel;
- Modifications to the instrument or apparatus not approved by Linetronic;

- Damage caused by misuse, negligence, accident, atmospheric or geophysical events, acts of vandalism, acts of war, or damage in transit;
- Software or firmware modified, altered, or reverse-engineered by the Buyer or any third party.

8.5 Warranty - Extension

Warranty extensions of up to a maximum total of five (5) years from the date of invoice may be offered at Linetronic's discretion and are subject to specific terms and pricing applicable to the individual product, made in written form and signed by both parties. Warranty extension terms are not transferable to other instruments or offers.

8.6 Effect of Repair on Warranty Period

8.6.1 Repair performed by Linetronic within the original warranty period: The original warranty period is not reset or extended by reason of a warranty repair. However, the specific parts replaced or repaired by Linetronic during a warranty intervention shall benefit from a new warranty period of three (3) months from the date of re-delivery, or until the expiry of the original instrument warranty period, whichever is longer.

8.6.2 Instrument absent for repair — suspension of warranty clock: Where an instrument is returned to Linetronic for warranty repair, the warranty period shall be suspended from the date Linetronic receives the instrument to the date of re-delivery to the Buyer. The original warranty period resumes upon re-delivery and is extended by the duration of the repair period (the "dead time"). Linetronic shall confirm the revised warranty expiry date in writing upon re-delivery.

8.6.3 Paid repair performed after expiry of original warranty: Where Linetronic performs a chargeable repair after the expiry of the original warranty period, the parts replaced and workmanship performed shall carry a warranty of six (6) months from the date of re-delivery. This new warranty covers only the specific defect addressed in the repair and does not revive, extend, or replace the original product warranty. Meanwhile the spare parts or accessories installed have warranty.

8.6.4 Recurrence of the same defect after repair: If the same defect for which a warranty repair was performed recurs within the warranty period applicable under Articles 8.6.1 or 8.6.2, Linetronic shall remedy such defect at no cost. If the same defect recurs after a paid repair within the 6-months period under Article 8.6.3, Linetronic shall remedy it at no cost for parts and labour but return shipping costs remain for the account of the Buyer.

Article 9 – REPAIR AND MAINTENANCE SERVICES

9.1 Repair and maintenance services are provided by Linetronic subject to a separate written service agreement or a specific quotation accepted by the Buyer. These GTC apply to all service engagements unless superseded by specific service agreement terms.

9.2 Service turnaround times are estimates only and are not binding. Linetronic shall not be liable for delays in service completion caused by unavailability of spare parts, logistic constraints, or force majeure events.

9.3 Linetronic warrants parts replaced during the paid repair services for a period of six (6) months from the date of re-delivery of the repaired instrument. This warranty does not extend to pre-existing defects unrelated to the repair, nor to damage caused by the Buyer following re-delivery.

9.4 Where on-site service is requested by the Buyer, all travel costs, accommodation expenses of Linetronic's technicians shall be for the account of the Buyer and will be invoiced in addition to the service fee.

9.5 Linetronic accepts no liability for the Buyer's data stored on instruments submitted for repair. The Buyer is solely responsible for backing up any data prior to submitting an instrument for service.

9.6 Instruments submitted for repair must be received by Linetronic in a clean, decontaminated condition. Linetronic reserves the right to refuse service or to charge a decontamination fee if an instrument is received in an unsafe or hazardous condition.

Article 10 – SOFTWARE AND FIRMWARE

10.1 Linetronic retains exclusive title to all software and firmware incorporated in or supplied with its products. The Buyer acquires no ownership rights to the software or firmware, nor to any associated source code.

10.2 Upon payment of the full purchase price, the Buyer is granted a non-exclusive, non-transferable, royalty-free licence to use the software and firmware solely in conjunction with the specific instrument for which it was supplied, in the configuration in which it was delivered or subsequently upgraded by Linetronic.

10.3 The Buyer shall not, and shall not permit any third party to:

- Duplicate, copy, or store software source code on any electronic medium;
- Decompile, disassemble, or reverse-engineer the software or firmware object code;
- Transfer, sublicense, rent, lease, or lend the software to any third party;
- Use the software on hardware other than the instrument supplied by Linetronic, without prior written authorisation.

10.4 Linetronic reserves the right to require an additional licence and fee for use of software on updated, upgraded, or otherwise enhanced hardware, processors, or controllers.

10.5 Where Linetronic's products incorporate third-party software or firmware, the licence terms of the relevant third-party licensor shall govern the use of such components and may differ materially from the terms set out in this Article 10.

10.6 The Buyer assumes all responsibility for the use of data and results obtained through the instruments and software supplied by Linetronic. Linetronic does not warrant the fitness of its products for any specific purpose not expressly stated in writing.

Article 11 – RETENTION OF TITLE

11.1 Linetronic retains full ownership of all products delivered until complete payment of the purchase price, including any accrued interest and expenses, has been received in cleared funds (Eigentumsvorbehalt pursuant to Articles 715–716 of the Swiss Civil Code).

11.2 Until title passes, the Buyer shall: (a) hold the goods as bailee for Linetronic; (b) maintain the goods in good condition; (c) not pledge, mortgage, charge, encumber, or otherwise dispose of the goods without Linetronic's prior written consent; and (d) keep the goods identifiable as Linetronic's property.

11.3 The Buyer undertakes to cooperate fully with Linetronic in completing any formalities necessary to register or perfect the retention of title, including registration in public registers where required by applicable local law.

11.4 In the event of the Buyer's default in payment, Linetronic shall be entitled to rescind the contract and demand immediate return of the goods at the Buyer's expense and risk. Linetronic may retain any amounts already paid as compensation for use, depreciation, and losses, without prejudice to its right to claim further damages.

Article 12 – RETURNS AND RMA PROCEDURE

12.1 No goods may be returned to Linetronic without prior written agreement. Any goods returned without a valid and signed by both parties written agreement will be refused and returned to the sender at the sender's expense.

12.2 Authorised returns must be shipped to Linetronic's facility (DAP, Incoterms 2020), in their original or equivalent packaging, and in a clean, properly protected condition. Linetronic reserves the right to charge the Buyer for any repair, cleaning, or refurbishment costs where goods are returned in an inadequate condition, at a minimum rate of ten percent (10%) of the invoice value of the returned goods.

12.3 Except as expressly required by applicable mandatory law, all sales are final. No refunds, credits, or returns will be issued for goods that have been accepted without timely objection in accordance with Article 7.

Article 13 – PRODUCT MODIFICATIONS

13.1 Linetronic reserves the right to make technical improvements or modifications to its products at any time, including after receipt of an order, provided that such modifications do not materially alter the essential characteristics or performance specifications confirmed in the Order Confirmation.

13.2 Linetronic is under no obligation to retrofit or upgrade previously sold products to reflect changes made to current production models.

Article 14 – FORCE MAJEURE

14.1 Neither party shall be liable to the other for any delay in performance or non-performance of its obligations under these GTC to the extent that such delay or non-performance is caused by a Force Majeure Event.

14.2 “Force Majeure Event" means any event beyond a party's reasonable control, including without limitation:

- Acts of God, including natural disasters, fires, floods, snow storms, earthquakes, storms, or epidemics;
- Acts of war, armed conflict, terrorism, civil unrest, or riots;
- Strikes, industrial disputes, or labour difficulties (except those involving Linetronic's own workforce);
- Government orders, embargoes, trade sanctions, export restrictions, or other acts of public authority;
- Failures of telecommunications networks, internet infrastructure, or energy supply not attributable to the affected party;
- Global or regional supply chain disruptions beyond the control of Linetronic or its suppliers.

14.3 The party affected by a Force Majeure Event shall notify the other party in writing as soon as reasonably possible, describing the nature of the event and its anticipated duration. The affected party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event.

14.4 If a Force Majeure Event continues for more than ninety (90) calendar days, either party may terminate the affected order by written notice, without liability to the other party, except that the Buyer shall reimburse Linetronic for all costs reasonably incurred up to the date of termination.

Article 15 – EXPORT CONTROL AND SANCTIONS

15.1 Linetronic’s products may be subject to Swiss export control regulations (including the Swiss Federal Act on the Control of Dual-Use Goods, SR 946.202), European Union dual-use regulations (where applicable), and international trade sanctions administered by SECO (State Secretariat for Economic Affairs) and other competent authorities.

15.2 The Buyer undertakes to:

- Comply with all applicable export, re-export, and import control laws and regulations of Switzerland, the European Union, and any other applicable jurisdiction;
- Not export, re-export, resell, or transfer Linetronic's products to any destination, entity, or individual subject to applicable trade sanctions or embargoes without prior written authorisation from Linetronic and the relevant competent authority;
- Identify to Linetronic, upon request and prior to order confirmation, the end-user, end-use application, and destination country of any products purchased;
- Obtain at its own cost any import or export licences, permits, or authorisations required in the destination country.

15.3 Linetronic reserves the absolute right to refuse, cancel, or suspend any order if, in its reasonable judgement, fulfilment of the order would violate applicable sanctions, export control laws, or Linetronic's own compliance policies. No liability shall arise from such refusal.

15.4 The Buyer shall indemnify and hold Linetronic harmless against any fines, penalties, claims, losses, damages, costs (including legal costs), and liabilities arising from the Buyer's breach of this Article 15.

Article 16 – BUYER INDEMNIFICATION

16.1 The Buyer shall indemnify, defend, and hold harmless Linetronic, its officers, employees, and agents from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or relating to:

- The Buyer's installation, operation, or use of Linetronic's products in a manner inconsistent with applicable instructions, manuals, or warnings;
- The Buyer's combination or integration of Linetronic's products with third-party equipment, software, or processes that results in injury, damage, or intellectual property infringement;
- Any inaccurate or incomplete information, specifications, or data provided by the Buyer that Linetronic relied upon in preparing a quotation, developing a product, or providing a service;
- Any breach by the Buyer of its obligations under these GTC, including without limitation obligations under Articles 10, 11, and 15.

Article 17 – LIMITATION OF LIABILITY

17.1 Exclusion of Indirect Damages: To the maximum extent permitted by applicable mandatory law, Linetronic shall not be liable to the Buyer or to any third party for any indirect, incidental, special, consequential, or punitive damages, including without limitation: loss of profits, loss of revenue, loss of business opportunities, loss of data, loss of use, business interruption, or damage to samples and laboratory materials processed using Linetronic's instruments.

17.2 Cap on Liability: Subject to Article 17.3, the aggregate liability of Linetronic to the Buyer arising out of or in connection with any individual contract (including warranty claims) shall not exceed the total amount actually paid by the Buyer to Linetronic for the specific product or service that gave rise to the claim.

17.3 Mandatory Exceptions: The limitations set out in Articles 17.1 and 17.2 shall not apply in cases of: (a) wilful misconduct (dolo) or gross negligence (colpa grave) on the part of Linetronic; or (b) death or personal injury for which Linetronic bears legal responsibility. These exceptions reflect the mandatory provisions of Articles 100 and 101 of the Swiss Code of Obligations.

17.4 Results Liability: The Buyer assumes sole responsibility for the use of data, measurements, and results obtained through Linetronic's instruments. Linetronic does not warrant the fitness of its products for any specific purpose not expressly stated in writing.

17.5 Linetronic shall not be liable for any loss resulting from its employees' or agents' verbal representations, informal communications, or marketing materials, unless such representations are expressly incorporated into a signed written agreement.

Article 18 – DATA PROTECTION

18.1 Linetronic processes personal data of the Buyer's contact persons in accordance with the Swiss Federal Act on Data Protection (nDSG / revFADP, in force since 1 September 2023) and, where applicable to EU-based counterparties, the European General Data Protection Regulation (GDPR, Regulation 2016/679).

18.2 Personal data collected in the context of the business relationship (including names, email addresses, telephone numbers, and business addresses of contact persons) is used solely for the purposes of: (a) contract performance and order management; (b) invoicing and payment processing; (c) warranty and after-sales services; and (d) compliance with legal obligations.

18.3 Linetronic does not sell, rent, or transfer personal data to third parties for marketing purposes. Data may be shared with logistics partners, banks, and certification authorities solely to the extent necessary for contract performance.

18.4 The Buyer's contact persons have the right to request access to, rectification, restriction, or deletion of their personal data processed by Linetronic, subject to applicable legal requirements, by contacting: info@lin-tech.ch.

Article 19 – CONFIDENTIALITY

19.1 Each party agrees to keep confidential all non-public information received from the other party in connection with the business relationship, including pricing, technical specifications, product roadmaps, and commercial terms ("Confidential Information").

19.2 Neither party shall disclose Confidential Information to any third party without the prior written consent of the disclosing party, except: (a) to its own employees or professional advisers who need to know it for the purposes of the business relationship and who are bound by equivalent confidentiality obligations; or (b) as required by applicable law or court order.

19.3 The confidentiality obligations set out in this Article shall survive the termination of the contractual relationship for a period of five (5) years.

Article 20 – GOVERNING LAW AND DISPUTE RESOLUTION

20.1 These GTC and all contracts concluded pursuant thereto shall be governed exclusively by the substantive law of Switzerland, to the exclusion of: (a) the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna Convention 1980), pursuant to Article 6 thereof; (b) the Convention on the Limitation Period in the International Sale of Goods; and (c) any rule of private international law that would result in the application of the law of another jurisdiction.

20.2 The parties shall attempt in good faith to resolve any dispute, controversy, or claim arising out of or in connection with these GTC or any contract concluded hereunder (including questions of validity, breach, or termination) through amicable negotiation within thirty (30) calendar days of written notice of the dispute.

20.3 Jurisdiction – Disputes with EU/EFTA Counterparties

For disputes with Buyers domiciled in an EU or EFTA member state, exclusive jurisdiction is conferred upon the courts of Mendrisio, Canton Ticino, Switzerland, in accordance with Article 23 of the Lugano Convention 2007. Linetronic additionally reserves the right to bring proceedings before the courts of the Buyer's registered domicile.

20.4 Jurisdiction – Disputes with Counterparties Outside EU/EFTA

For disputes with Buyers domiciled outside the EU/EFTA area (including, without limitation, buyers in the Middle East, Southeast Asia, and the CIS/former Soviet states), the parties agree that all disputes shall be finally settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre (Swiss Rules), by a sole arbitrator, with the seat of arbitration in Lugano, Switzerland, and the language of proceedings in English.

Notwithstanding the above, Linetronic reserves the right at its discretion to bring proceedings before the competent courts at the Buyer's registered domicile.

Article 21 – GENERAL PROVISIONS

21.1 Entire Agreement: These GTC, together with the applicable quotation and Order Confirmation, constitute the entire agreement between Linetronic and the Buyer with respect to the subject matter thereof and supersede all prior negotiations, representations, warranties, and understandings of any nature.

21.2 Severability: If any provision of these GTC is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

21.3 Non-Waiver: Any failure by Linetronic to enforce any provision of these GTC on any occasion shall not constitute a waiver of Linetronic's right to enforce such provision or any other provision on any future occasion.

21.4 Survival: Articles 10, 11, 15, 16, 17, 18, 19, and 20 shall survive the termination or expiry of any contract concluded pursuant to these GTC.

21.5 Assignment: Neither party may assign, transfer, or otherwise dispose of its rights or obligations under these GTC without the prior written consent of the other party. Linetronic may, however, freely assign its receivables for collection purposes.

21.6 Notices: All notices, requests, and other communications required or permitted under these GTC shall be in writing and delivered by email with confirmation of receipt, by registered post, or by internationally recognised courier to the addresses stated in the Order Confirmation. Notice to Linetronic shall be addressed to info@lin-tech.ch and Via Onorio Longhi 2, 6864 Arzo, Switzerland.

21.7 Language: These GTC are issued in English. Where a translation is provided for convenience, the English version shall prevail in the event of any conflict or ambiguity.

21.8 Headings: Article and section headings are for convenience only and shall not affect the interpretation of these GTC.

LINETRONIC TECHNOLOGIES SA

Via Onorio Longhi 2 · 6864 Arzo · Mendrisio · Switzerland

Tel: +41 91 630 07 03 · info@lin-tech.ch · www.lin-tech.ch

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