

GENERAL TERMS AND CONDITIONS

1. Definitions.

"Agreement"	shall refer to the contract between Bang&Clean and the Customer relating to the supply of Services, including the Offer Letter, the Purchase Order, the GTCs and any other written agreement between the Parties.
"Bang&Clean"	shall refer to Bang&Clean Technologies AG, a Swiss corporation limited by shares, with Swiss commercial registration number CHE-109.576.672.
"Components"	shall refer to the Components to be cleaned by Bang&Clean, as set forth in the Offer Letter.
"Customer"	shall refer to the person with whom Bang&Clean concludes the Agreement.
"GTCs"	shall refer to these general terms and conditions.
"Offer Letter"	shall refer to the offer letter provided by Bang&Clean to the Customer, offering the supply of the Services.
"Party" or "Parties"	shall refer to Bang&Clean and the Customer individually or collectively.
"Price"	shall refer to the remuneration to be paid by the Customer to Bang&Clean for the supply of the Services pursuant to the Agreement, as set forth in the Offer Letter.
"Purchase Order"	means the Customer's written acceptance of the Offer Letter.
"Services"	shall refer to the services to be rendered by Bang&Clean to the Customer pursuant to the Agreement.
"Site"	shall refer to the site where the Components are located, as set forth in the Offer Letter.

2. General Principles.

- 2.1. These GTCs are applicable to the supply of Services under the Agreement.
- 2.2. Bang&Clean expressly objects to any adverse standard terms and conditions proffered by the Customer; any agreement to the contrary requires explicit written consent of Bang&Clean.

3. Supply of Services.

- 3.1. In consideration of the Customer paying the Price, Bang&Clean shall supply the Services to the Customer subject to and in accordance with the terms and conditions of the Agreement.
- 3.2. In supplying the Services, Bang&Clean shall:
 - 3.2.1. cooperate with the Customer and comply with the Customer's reasonable instructions and rules (e.g., security requirements on Site);
 - 3.2.2. apply all reasonable care, skill and diligence in accordance with good industry practice;
 - 3.2.3. select and deploy suitably skilled and experienced staff to ensure due performance of the Services; and
 - 3.2.4. provide all equipment, tools, vehicles and other items required to provide the Services.
- 3.3. Upon completion of the Services or termination of the Agreement (whichever occurs first), Bang&Clean shall, and shall cause its staff to, vacate the Site and leave the Site in a clean, safe and tidy condition.

4. Obligations of the Customer.

- 4.1. The Services will be supplied in coordination with the Customer and the Customer undertakes to take all reasonable measures to facilitate the supply of the Services.
- 4.2. Throughout the period during which the Services are being rendered, the Customer shall provide for:
 - 4.2.1. security of the Site in accordance with standard security policies;
 - 4.2.2. access to the Site by Bang&Clean staff;
 - 4.2.3. a supervisor and a doorman responsible for the access to the Site and to the Components, including a rescue team where necessary;
 - 4.2.4. a safe storage area on Site for Bang&Clean equipment; and
 - 4.2.5. sanitary facilities on Site for Bang&Clean staff.
- 4.3. The Customer shall assure the removal and safe disposal of all debris removed from the Components.
- 4.4. The Customer shall be responsible for:
 - 4.4.1. ensuring access control and access permission to confined space (if any) in the Components, as well as performing measurements of gas and O₂ in such confined space throughout the period during which the Services are being rendered;
 - 4.4.2. obtaining, at its own expense, any necessary authorizations, permits, approvals or taking similar actions necessary, if any, for the supply of the Services on the Site; and
 - 4.4.3. determining whether the supply of the Services complies with all laws, regulations and customs which are applicable by performing the Agreement.

5. Liability.

- 5.1. To the greatest extent permitted by law, any liability of Bang&Clean is explicitly excluded for:
 - 5.1.1. any injury, loss, damage, cost or expense directly or indirectly suffered by the Customer in relation to the supply of the Services; and/or
 - 5.1.2. any damage to the Components, to the Site, to equipment on Site not owned by Bang&Clean, and/or to any other item or belonging on Site not owned by Bang&Clean, which occurred in relation to the supply of the Services.
- 5.2. In no event shall Bang&Clean be liable to the Customer for:
 - 5.2.1. loss of profits, business, revenue, goodwill, or savings; and/or
 - 5.2.2. any indirect, special or consequential loss or damage.

5.3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for its own gross negligence or wilful misconduct.

6. Intellectual Property.

- 6.1. Intellectual property rights that existed prior to the conclusion of the Agreement shall not be affected by the conclusion of the Agreement, unless the Agreement provides otherwise.
- 6.2. Unless otherwise provided, the intellectual property of all work products resulting from Bang&Clean's activities in the performance of the Agreement shall belong exclusively to Bang&Clean.
- 6.3. Bang&Clean reserves the property rights and copyrights to illustrations, drawings, texts, calculations and other works concerning technologies, processes, equipment and tools used in the provision of the Services. The Customer must obtain the express written consent of Bang&Clean before disclosing them to third parties.
- 6.4. The Customer is prohibited from collecting information about the technologies, processes, equipment and tools used in connection with the provision of the Services in any form. In particular, the Customer is not permitted to create or store photos, videos, drawings or other illustrations as well as reports thereof.

7. Force Majeure.

- 7.1. Neither Party shall be liable for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected.
- 7.2. **For the avoidance of doubt, force majeure includes without limitation epidemics and pandemics (e.g., Covid-19), with Bang&Clean being exempt from all liability resulting, amongst other, from the impossibility or delay of Bang&Clean's staff to reach the site of Services or to perform the Services due to such epidemic or pandemic.**
- 7.3. **The Customer shall indemnify Bang&Clean for all costs incurred due to restrictions caused by any epidemic or pandemic, including without limitation costs incurred in connection with quarantine hotels, medical costs and rebooking of flights.**
- 7.4. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

8. Insurance.

Bang&Clean has craftsman liability insurance, with a maximum limitation of CHF 10 million.

9. Price and Payment Terms.

- 9.1. The Price shall be as set forth in the Offer Letter.
- 9.2. Short term changes to the Schedule set forth in the Offer Letter will result in additional costs to be agreed between the Parties at the moment of rescheduling.
- 9.3. All amounts stated are exclusive of VAT, which, if applicable, shall be charged at the prevailing rate.
- 9.4. Bang&Clean shall provide the Customer with an invoice upon completion of the Services or termination of the Agreement in accordance with article 10.2. (whichever occurs first).
- 9.5. The Customer shall pay the Price no later than 30 days after receipt of the invoice by Bang&Clean.

10. Term and Termination.

- 10.1. The Agreement shall become effective as per the date of the Purchase Order and shall automatically expire upon completion of the Services by Bang&Clean and completion of the payment of the Price by the Customer, unless it is terminated in accordance with article 10.2.
- 10.2. Without prejudice to any other right or remedy it might have, each Party may terminate the Agreement with immediate effect by written notice to the other Party, if the other Party:
- 10.2.1. is in material breach of any obligation under the Agreement;
 - 10.2.2. repeatedly breaches any obligations under the Agreement;
 - 10.2.3. undergoes a change of control, meaning a merger, sale, acquisition or reorganization involving, directly or indirectly, all or substantially all of its voting securities and/or assets;
 - 10.2.4. becomes insolvent or commences a bankruptcy, insolvency, liquidation, reorganization or similar proceeding with respect to its assets or its undertaking; or
 - 10.2.5. fails to comply with legal obligations in the fields of environmental, social or labour law.

11. Miscellaneous.

- 11.1. The Agreement sets forth the entire Agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes all prior agreements, arrangements, negotiations and discussions between the Parties relating to the subject matter hereof.
- 11.2. No amendment or modification of the Agreement shall be effective, valid or binding upon the Parties unless in writing and signed by a duly authorized representative of each of the Parties.
- 11.3. The Parties shall not, without the prior written consent of the other Party, assign or transfer the Agreement or its rights under the Agreement or part of it.
- 11.4. If any part of the Agreement becomes invalid, unlawful or unenforceable, such invalidity, unlawfulness or unenforceability shall not affect any other provisions hereof and the invalid, unlawful or unenforceable provision shall be deemed replaced by such valid, legal or enforceable provision which comes as close as possible to the original intent of the Parties as expressed in the Agreement.

12. Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of Switzerland, excluding (i) the U.N. Convention on Contracts for the International Sale of Goods of 11.04.1980 (Vienna Sales Convention) and (ii) Swiss conflict of law rules.

13. Mediation.

- 13.1. Any dispute, controversy, or claim arising out of, or in relation to the Agreement shall be submitted to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution in force on the date when the request for mediation was submitted in accordance with these Rules.
- 13.2. The neutral to be appointed shall be a qualified Swiss attorney.
- 13.3. The seat of the mediation shall be Zürich, Switzerland.
- 13.4. The mediation proceedings shall be conducted in English.

14. Arbitration.

- 14.1. If such dispute, controversy or claim has not been fully resolved by mediation within 60 days from the date when the mediator has been confirmed or appointed, it shall be finally and bindingly resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date when the Notice of Arbitration was submitted in accordance with those Rules.
- 14.2. The number of arbitrators shall be 3.
- 14.3. The seat of the arbitration shall be Zürich, Switzerland.
- 14.4. The arbitral proceedings shall be conducted in English.