

General contractual conditions for the procurement of goods and services

1. General/form of legally binding declarations

- 1.1 These General Terms and Conditions of Contract ("GTC") apply exclusively to entrepreneurs, i.e. natural or legal persons who provide the purchase, work or service contracts agreed in individual cases in the exercise of their commercial or self-employed professional activity.
- 1.2 Deviating terms and conditions of the Contractor shall only apply if and insofar as the Customer expressly accepts them. Silence on the part of the Purchaser with regard to such deviating terms and conditions shall not be construed as recognition or approval, even in the case of future contracts.
- 1.3 Amendments to the contract and other legally binding declarations or notifications of the parties within the scope of the contractual relationship must be made in writing or in a form that allows proof by text (such as fax, e-mail, etc.).

2. order, order confirmation

- 21 If the contractor does not accept the order within 14 calendar days of receipt, the purchaser may revoke it.
- 22 Any deviations from the order must be expressly pointed out in the order confirmation. These shall only become part of the contract if the customer expressly declares his agreement.

3. Object and scope of the contractual service

- 3.1 Insofar as documents such as assembly or operating or maintenance instructions are required for the use of the contractually agreed service, the Contractor shall hand these over to the Customer, even if this has not been expressly agreed.
- 3.2 If the contractor provides services relevant to safety, he must carry out an appropriate risk assessment. Any work equipment used or systems requiring monitoring must have been subjected to the required tests. If hazardous substances are handled, the corresponding safety data sheets must be carried along during the performance of the service.

4. Change of the object of delivery and service

Within the framework of change requests, the Customer is entitled at any time to demand reasonable changes to the order or the object of delivery and performance and the associated services from the Contractor. The Vendor shall immediately and carefully examine the Buyer's change request and inform the Buyer about the technical feasibility and the effects of the changes on the contract (such as deadlines, dates, acceptance modalities and remuneration) and shall immediately submit a change offer to the Buyer at fair market prices. The Buyer shall examine the Contractor's offer of modification. Only when the purchaser accepts the contractor's offer of change, the change

becomes effective. In the event of a request for modification by the Purchaser, which is technically and financially insignificant for the Vendor, there shall be no claim to an adjustment of the price, delivery periods or other contractual conditions.

5. Delivery/transfer of risk/packaging material

- 5.1 If no other agreement has been made, the deliveries and services of the contractor are understood to be DAP agreed place of receipt (Incoterms 2020 or latest edition), including packaging. The method of transport is to be agreed by the contractor with the purchaser. The Contractor shall unload and bring in the delivery item at the place of delivery.
- 5.2 In accordance with the agreed Incoterms DAP, the risk is transferred to the customer upon delivery of the delivery item. Deviating from this, the risk for deliveries, which also include the installation or assembly of the delivery item as well as other services to be accepted, is transferred upon acceptance.
- 5.3 Upon delivery of the delivery item, the Vendor shall provide the Buyer with all documents (in English and in the local language version of the place of installation) which are necessary for the safe operation of the delivery item and/or which are listed in the respective specifications.
- 5.4 Upon delivery of the Goods, the Vendor shall provide the Buyer with all documents (in English and the local language version of the place of installation) which are necessary for the safe operation of the Goods and/or which are listed in the relevant specifications

6. Dates of performance, delay

- 6.1 The punctuality of deliveries shall be determined by their receipt at the agreed place of receipt; the punctuality of deliveries with installation/assembly and of services to be accepted shall be determined by their acceptance. Deadlines stated in offers, orders or order confirmations shall be binding, even if they are not expressly designated as such.
- 6.2 In the event of a foreseeable delay in a delivery or service or its non-contractual quality, the Contractor shall notify the Buyer immediately and obtain his decision. This shall also apply if the Vendor is not responsible for the delay in delivery and/or performance. Acceptance of the delayed delivery/service does not constitute a waiver of claims for damages.

7. Remuneration, invoices and payments

- 7.1 The agreed remuneration shall cover all lines to be provided by the Contractor and other related expenses.
- 7.2 Travel expenses will only be reimbursed if this has been agreed and if the invoice is properly submitted and copies of receipts are presented.

7.3 Unless otherwise agreed, payments shall be made after 30 calendar days net without discount. The payment period shall commence as soon as the delivery or service has been completely performed (or - in the case of work services - accepted by the customer) and the properly issued invoice has been received by the customer. An invoice shall only be deemed to have been duly issued if the order number of the customer is indicated.

7.4 Payments do not constitute recognition of the delivery or services by the customer as being in accordance with the contract.

7.5 The Contractor is responsible for the proper control of all payments made by the Customer. The remuneration shall be paid plus statutory VAT if and to the extent that the services of the Vendor are subject to VAT and provided that the Vendor issues a proper invoice in accordance with the statutory provisions.

8. Incoming goods inspection, acceptance of work services

8.1 Upon receipt of the deliveries, the customer shall check whether they correspond to the ordered quantity and type and whether there are any externally visible transport damages or externally visible defects. Obvious defects are to be reported within 2 weeks of receipt of the delivery/service; hidden defects within 2 weeks of discovery at the latest.

8.2 If, as a result of defective delivery, an incoming goods inspection of the delivery items for defects, quality or deviation from the agreed characteristics becomes necessary, the Contractor shall bear the costs for this.

8.3 Work services shall be subjected to an acceptance test after provision by the contractor. Acceptance tests are expressly excluded, unless the Buyer has used the work provided commercially for more than 14 calendar days for the intended purpose without reservation.

9. Warranty

9.1 The warranty period shall be 36 months from the transfer of risk or, if installation and/or assembly has been agreed, from its completion or, if such has been agreed, upon successful acceptance.

9.2 The Contractor shall be liable for material defects and defects of title for the duration of the warranty period in such a way that the Customer shall be entitled, at his discretion, to demand replacement delivery, rectification of the defects, an appropriate price reduction or rescission of the contract, in all cases plus damages.

9.3 In urgent cases, the orderer is entitled to remedy the established defects himself or have them remedied by third parties at the expense of the orderer after notification but without setting a deadline.

9.4 The contractor shall bear the costs and risk of returning defective delivery items.

9.5 In the event of subsequent performance, the Contractor shall bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour, material costs as well as removal, and installation costs.

9.6 Deliveries must be made in compliance with the safety, accident prevention and environmental protection regulations applicable in Switzerland, in particular also the Product Safety Act (PrSG). In addition, hazardous substances must be specified and the conformity of such substances must be confirmed to the Purchaser using the BSH declaration list or in any other form specified by the Purchaser.

10. Work results, inventions, property rights

10.1 The Vendor shall deliver the agreed work results to the Buyer in accordance with the following provisions. All results and knowledge, including results capable of being protected by industrial property rights, which are achieved by the contractor and/or a third party commissioned by the contractor in the performance of the commissioned services, in particular the works to be produced, intermediate and/or by-product results, objects, concepts, graphics, sketches, reports, documents, software and their source code, shall be considered as work results.

10.2 The Vendor undertakes to notify these work results in the form requested by the Buyer in writing or electronically immediately after they have arisen. As far as possible, the work results shall become the property of the Buyer as soon as they are produced, and in their respective processing state. The Contractor shall keep the results in safekeeping for the Purchaser until they are handed over.

10.3 Furthermore, the customer has the irrevocable, exclusive, transferable, sublicensable, unlimited in time, place and content right to use, reproduce, change and, also in a form processed by him, make publicly accessible, publish or exploit the work results himself or by third parties in any way. If it is legally impossible to grant a right of use, the Contractor shall ensure that the Customer is granted a right of use in writing to the extent described above.

10.4 All rights to the work results granted and assigned to the Buyer by the Contractor within the scope of the contract concluded between the parties and all rights resulting therefrom, including any industrial property rights based on these rights, shall be settled by the contractually owed remuneration. Unless otherwise agreed in individual cases, the contractor shall ensure that the originator waives his right to be named in the context of the work results achieved.

10.5 The Vendor shall not assert any rights under the Copyright Act against the Buyer. The Vendor shall also ensure this for his employees and for third parties commissioned by him.

10.6 The Contractor warrants that the goods and services provided are free from third-party rights. In particular, he shall indemnify the Buyer against claims by third parties for infringement of industrial property rights. At the option of the purchaser, the contractor shall, if necessary, acquire a license from the owner of the property rights or take back the delivery items.

11. Open source software

- 11.1 The Vendor warrants that his performance contains only free and open source software, the use of which has previously been approved by the Buyer.
- 11.2 "Free and Open Source Software" ("FOSS") is software that is made available by the copyright holder to any user without royalties with the right to edit and/or distribute on the basis of a license or other contractual arrangement.
- 11.3 If the contractor uses approved FOSS components, he is obliged, without prejudice to his obligation to comply with the license conditions, to provide the customer with a list of all FOSS components used with a reference to the applicable license, a copy of the complete license text and the existing copyright notices, and to make the corresponding source code of the FOSS components available.

12. Product liability

In the event that third parties assert claims for damages or other claims against the Buyer due to the infringement of domestic or foreign laws, in particular of product liability laws, which are attributable to defects in the items delivered by the Contractor, the Contractor shall indemnify the Purchaser from such claims of third parties and reimburse the costs incurred by the Purchaser in this connection to the extent that the cause of the damage claimed was within the Purchaser's sphere of responsibility, control or organisation and the Purchaser is liable in the external relationship.

13. Business and product liability insurance

The Contractor undertakes to take out appropriate business and product liability insurance for the duration of the contractual relationship and to maintain it for at least 5 years after termination of the contract.

14. Provision of documents, provision of material

Documents provided to the Contractor by the Purchaser as well as materials or parts provided by the Purchaser shall remain the property of the Purchaser. They may only be used in accordance with the regulations. The processing of such materials and the assembly of parts is the responsibility of the purchaser. The Buyer shall become co-owner of the products manufactured using his materials and parts in proportion of the value of the materials provided to the value of the total product, which shall be kept by the Vendor for the Buyer. In the event of depreciation or loss, the Vendor shall pay compensation.

15. Tools, moulds, samples, etc.

Tools, moulds, samples, models, profiles, drawings, test specifications, standard sheets, print templates and gauges provided by the customer, as well as items manufactured according to these, may not be passed on to third parties or used for purposes other than the contractual purposes without the customer's consent. They are to be secured against unauthorised inspection and use. Subject to further rights, the Purchaser may demand their return in

particular if the Vendor breaches these obligations.

16. Secrecy, return of documents

- 16.1 The Vendor shall treat the conclusion and results of the Contract, business transactions as well as the knowledge and experience gained by and about the Buyer in the course of the performance of the Services or other information obtained by the Buyer in the course of the business relationship as confidential vis-à-vis unauthorized third parties, unless and to the extent that such information has become generally known in law, a statutory or official disclosure obligation exists or the Buyer has consented to disclosure in individual cases. The Contractor shall use such information exclusively for the purposes necessary for the performance of the Services. This obligation of secrecy shall continue to exist for a period of 3 years after termination of the contractual relationship.

- 16.2 The Vendor undertakes to keep all property of the Buyer or associated companies in his possession, in particular keys, files, electronically stored data and other documents relating to the business operations of the Buyer or associated companies, in such a careful manner that they cannot fall into the hands of unauthorised third parties. All documents are to be surrendered or destroyed to the purchaser on request at any time, at the latest upon termination of the contractual relationship.

17. Data protection, information security

- 17.1 The Vendor shall take appropriate measures to secure data and to protect his IT systems against programs with damaging functions (viruses, worms, Trojans) and access by unauthorized third parties in order to adequately protect information received from the Buyer and the results created for the Buyer against loss, modification, transfer or access by unauthorized third parties.
- 17.2 Insofar as the Vendor obtains access to personal data in the course of the performance of the Services, the Vendor shall comply with the statutory provisions on data protection and enable the Buyer to inform himself about their compliance. In particular The Contractor shall conclude any legally required data protection agreements with the Customer or third parties. The Vendor shall oblige his employees accordingly under the Data Protection Act.
- 17.3 The Vendor shall impose an obligation corresponding to Clauses 16 and 17 on any third parties used by him in the performance of the Services and shall prove this to the Buyer upon request.

18. Imports into Switzerland

Foreign contractors are obliged to provide the customer in good time with all documents required for import clearance into Switzerland, such as declarations of origin, supplier's declarations, etc. At the request of the Purchaser, the foreign Contractor shall be obliged to provide all further foreign trade data relating to the items to be supplied and their components and to inform the Purchaser without delay (before delivery of the products concerned) of any changes to the above data.

19. Corporate social responsibility

The contractor undertakes to comply with the laws of the applicable legal system(s), not to tolerate any form of corruption or bribery, to respect the fundamental rights of employees and the prohibition of child and forced labour.

Furthermore, he will assume responsibility for the health and safety of his employees in the workplace, ensure fair remuneration and working hours, observe environmental protection laws and promote and demand compliance with these principles from his contractors to the best of his ability.

20. Spare parts

The Contractor undertakes to supply spare parts at fair market prices for the average period of use of the respective delivery item, but at least for 7 years after the last delivery to the Customer. The supply of such spare parts is also subject to the provisions of these General Terms and Conditions of Contract.

21. Higher power

Force majeure, operational disruptions through no fault of the Supplier, riots and other unavoidable events entitle the Purchaser - without prejudice to its other rights - to withdraw from the contract in whole or in part if the events in question last for more than 4 weeks and the Purchaser notifies the Supplier of the impediment without delay.

22. Assignment, commissioning of third parties by the contractor

22.1 The Vendor shall only be entitled to assign claims and other rights with the prior consent of the Buyer.

22.2 The Contractor may - unless a personal service by him has been agreed upon - employ third parties to provide the service. This does not apply if there is an important reason for the exclusion of a third party used. Such an important reason exists in particular if the third parties employed by the contractor do not have the necessary qualifications and professional experience required for the contractual performance of the tasks or if the data protection requirements for the employment of the third parties are not met.

23. Place of jurisdiction, applicable law

23.1 Exclusive place of jurisdiction is CH-8953 Dietikon, Switzerland. However, the customer is also entitled to call upon any other competent court.

23.2 The contractual relationship shall be governed exclusively by Swiss law to the exclusion of the conflict of laws and the UN Sales Convention (CISG).