

1. Scope of application and ranking
1.1

These GPT apply to all contracts, such as for the ordering or procurement of goods or the use of services by Vigier or its subsidiaries (hereinafter "Vigier"). These GPT shall apply as an overriding component of the contract, unless another ranking is indicated in the contract or order.

1.2

By agreeing to the contract or accepting the order, these GPT are considered to have been accepted by the contractual partner. Only amendments and addenda to these GPT confirmed in writing by Vigier shall be deemed valid. These GPT shall only be invalid if and inasmuch as Vigier and the contractual partner have stipulated otherwise.

1.3

Contractual partners' GPT shall generally not be retained by Vigier. They may apply in exceptional circumstances, but only to the extent that Vigier has expressly agreed to such GPT in writing in the contract. Vigier's silence concerning a contractual partner's general terms can and may not be construed as giving consent or recognition. The mere receipt of goods or services by Vigier, without a written declaration of consent or acceptance of such general terms, cannot be deemed as consenting to the contractual partner's general terms.

1.4

These GPT govern the conclusion, contents and completion of contracts for the ordering or procurement of goods and the use of services by Vigier.

2. Invitation to submit an offer, submission of tender and bearing of costs
2.1

Vigier can invite its contractual partners in writing or verbally to submit an offer. The bidder shall submit its tender in writing on the basis of the request. The tender must respect the structure of the tender documents (i.e. specifications), in particular as regards quantity, quality, scope of services, conditions, safety, etc. If the contractual partner notices that the tender is incomplete or that necessary services for contractual completion are missing, it shall inform Vigier of this in writing with the tender. In case of omission, the contractual partner shall provide the services necessary for contractual completion, even when individual services were not explicitly advertised, without the right to additional remuneration.

2.2

If the bidder omits to limit the duration of its tender, it shall be mutually binding for 60 days from the receipt and acknowledgement of the tender by Vigier.

2.3

Any costs associated with the offer (such as outlay for documents, presentations, plans, models, travel or other costs, etc.) shall be borne by the bidder, even if Vigier rejects the tender.

3. Conclusion of the contract
3.1

Vigier shall conclude contracts in writing. Even for verbal offers, the contract shall only be considered binding when it has been confirmed by the signatures of Vigier and the contractual partner. The written form shall also be deemed preserved and protected through remote data transmission, in particular by fax or email.

3.2

The contract or the order is thus deemed binding when Vigier's contractual partner has sent the unreserved, signed letter of confirmation. If the order amount is less than CHF 1000, the contract shall also be concluded if the order request is not rejected within a reasonable time.

3.3

Vigier shall be entitled to cancel a contract or an order inasmuch as Vigier's contractual partner does not confirm the order in writing within a week of its receipt or does not refuse call-off deliveries in writing within a week of their receipt.

4. Remuneration
4.1

The stipulated remuneration shall include carriage to the destination. The stipulated remuneration shall be a fixed price and cover all services required for due contractual performance. In particular, all ancillary costs are satisfied in the stipulated price, namely packing, transport and insurance costs (including any delivery obligations pursuant to the INCOTERMS 2020 "DDP place of delivery, delivered duty paid", etc.), in addition to any costs, licence fees as well as all public taxes, except for value-added taxes that are to be separately recorded.

4.2

If Vigier's contractual partner reduces its list price prior to delivery, the reduced prices shall also apply to the pending order, despite the stipulated remuneration.

4.3

Payments by Vigier shall be effected following receipt of the goods complying with the contract or after the provision of the stipulated service and a duly issued verifiable invoice (with order number). The terms shall be as follows, when not otherwise stated in writing: at the discretion of Vigier, payment within 30 days of receipt of the duly issued verifiable invoice with a 3% discount, or payment within 60 days strictly net. No payment shall be due for partial deliveries, unless otherwise stipulated in writing. Delays because of non-compliance with these obligations shall be borne by Vigier's contractual partner. If Vigier agrees to partial advance payment with a contractual partner, an absolute and unreserved security for such advance payment shall be provided (via bank guarantee, payable on first request).

4.4

In case of a performance or delivery that does not comply with the contract, Vigier shall be entitled to withhold payment proportionately, pending due performance.

5. Deadlines and delivery dates, place of performance
5.1

Performance or delivery deadlines and dates specified in the contract or the order shall be binding and deemed as fixed deadlines (Art. 102 par. 2 Swiss Code of Obligations). Compliance with the delivery deadline shall be determined by the receipt of the goods complying with the contract at the place of performance. Delivery before the stipulated date shall not be permitted without prior agreement.

5.2

The place of performance shall be the place of destination or location designated by Vigier in the contract or the order. Benefits and risks shall pass to Vigier at the place of performance. Unless otherwise stipulated, the commercial premises of the ordering Vigier company shall be the place of performance. The bidder shall respect rules applicable in its industry, especially any applicable transportation rules. The bidder shall take care to ensure that the carriers strictly respect traffic regulations in terms of trucks and truckloads.

5.3

All deliveries to Vigier must be accompanied by a covering letter. This must contain precise indications as to the order, the delivery deadline and place, the name and the quantity of goods delivered.

5.4

Acceptance of the delivery may never be tacit. Taking partial or complete possession of goods and accessories without complaint may thus not be considered by the contractual partner as a valid acceptance.

5.5

Vigier's contractual partner shall be automatically deemed to be in default if it does not respect the stipulated performance and delivery deadline, without the need for a reminder.

5.6

If Vigier's contractual partner is in default, it shall owe, from the next day, a contractual penalty amounting to 1% of the remuneration per completed or commenced week of delay, but no more than 10% of the total remuneration. Payment of the contractual penalty shall not release Vigier's contractual partner from its contractual obligations, however said payment shall be offset against compensation owed. Vigier shall be entitled to deduct the contractual penalty from the remuneration, either upon acceptance or only from the final invoice.

5.7

If Vigier's contractual partner notices that the stipulated performance or delivery deadline cannot be met, it shall immediately inform Vigier thereof in writing, stating the reasons and the duration of the delay and it shall take all necessary measures to prevent a delay or any damages resulting from a delay at its own cost. If Vigier's contractual partner is in default, Vigier may nevertheless demand the performance of the contract in and either claim compensation for the damages arising from the non-performance or rescind the contract.

6. Respect of minimum wage and working conditions
6.1

Vigier's contractual partner undertakes to respect health and safety regulations for employees as well as the provisions on the deployment of workers (Swiss Posted Workers Act; SR 823.20, including the obligations resulting from the relevant ordinances (in particular SR 823.201). If sub-suppliers are used, the contractual partner shall transfer these obligations to his sub-contractors and sub-suppliers as a lasting transferred obligation. Vigier's contractual partner in particular undertakes to respect the minimum wage provisions (including supplements and employment provisions) required by Swiss federal laws, the ordinances of the Swiss Federal

Council, generally binding collective employment contracts and normal employment contracts as well as to respect the minimum required working conditions, according to article 2 par. 2 lit. a to f of the Swiss Posted Workers Act (SR 823.20). According to the contractual object, Vigier's contractual partner is obliged to provide Vigier with documented proof of its respect of the minimum wage and working conditions according to article 2 par. 2 lit. a to f of the Swiss Posted Workers Act and to disclose the sub-contracts before work commences, but at the latest on the date this contract is signed. If the contractual partner violates one of the above-mentioned obligations, it shall fully indemnify Vigier, including regarding a fine pronounced by the competent body. Respecting safety provisions in particular includes that the contractual partner shall oblige all staff and sub-contractors it has justifiably involved to wear protective equipment and respect the relevant safety provisions. Vigier's contractual partner is obliged to respect the Vigier "Code of conduct for companies and suppliers", as attached to the GPT or to be requested from Vigier.

7. Declaration of conformity
7.1

Vigier's contractual partner undertakes to fulfil the contract contractually, duly and efficiently. The contractual partner shall also in particular respect the legal provisions concerning safety (in particular the Swiss Federal Law on Product Safety; SR 930.11, including the obligations resulting from the relevant ordinances as well as the applicable EU provisions, in particular concerning the safe production and use of chemical substances) as well as hygiene and environmental protection requirements. By concluding the contract, the contractual partner confirms that the goods it supplies correspond in all particulars to the aforementioned legal requirements.

The contractual partner shall inform Vigier regularly of the progress of the work and shall immediately disclose any conformity declarations which may have been requested with the bid. If the contractual partner violates one of the above-mentioned obligations, it shall fully indemnify Vigier, including as regards fines pronounced by the competent body.

8. Warranty/Security
8.1

Vigier's contractual partner shall offer a warranty and guarantee that the goods it has produced and/or delivered have the stipulated and required characteristics, are capable of being used for the intended purpose, correspond to the relevant safety and other provisions of the applicable legislation and do not exhibit any physical or legal defects which influence their value or their suitability for the required use.

8.2

Vigier shall verify the quality of the goods as soon as the ordinary course of business so permits, usually within 30 days of receipt. If there is a defect, Vigier has the choice of demanding a rectification of the defect free of charge, a price reduction corresponding to the reduced value, the cancellation of the contract or a delivery of substitute goods. Substitute delivery may in particular be carried out by exchanging faulty components. Vigier's right to demand consequential damages or other compensation remains reserved in all cases.

8.3

Vigier reserves the right to return goods and accessories at the contractual partner's costs if they do not comply with its requirements. Any customs duties or taxes shall be borne by the contractual partner.

8.4

The guarantee and warranty period shall be 24 months from the approval of the goods at the place of completion, unless Vigier's contractual partner has accepted a longer guarantee and warranty period. During the guarantee period, Vigier may complain of defects of any kind at any time.

8.5

Vigier's contractual partner guarantees on conclusion of the contract that the goods it manufactures or delivers do not breach any patents or other intellectual property rights and that it shall fully indemnify Vigier with respect to any third party claims for alleged or actual violations of any kind of intellectual property rights.

8.6

The contractual partner guarantees that it will limit the amount of non-recyclable packaging.

8.7

Payments made may not be construed as confirmation of the quality or conformity of the goods. Each payment is only an advance payment and does not diminish the responsibility of the service provider. Payment shall not release Vigier's contractual partner from its obligation to repair, replace or repair any other defects of all goods.

9. Delivery of replacement parts

9.1

Vigier's contractual partner shall guarantee delivery to Vigier of original replacement parts for a period of at least ten years from the acceptance of the goods, and subsequent delivery of appropriate replacement parts. In case of early cessation of manufacturing of replacement parts by Vigier's contractual partner or its supplier, it shall inform Vigier of this in a timely manner so that Vigier can still place a last order for a sufficient quantity. Failing this, Vigier shall be entitled to purchase the replacement parts somewhere else or have them manufactured at the contractual partner's expense.

10. Discretion and safeguarding of confidentiality

10.1

The contractual parties shall consider all facts that are neither public nor generally accessible to be confidential. Confidentiality shall be safeguarded prior to the beginning of the conclusion of the contract and shall remain in force for a further 10 years following the termination of the contractual relationship.

10.2

If the bidder wishes to advertise or publicise the commercial relations with Vigier or an actual contractual relationship, this requires the prior written consent of Vigier.

10.3

Records, drawings or other documents that Vigier has entrusted to its contractual partners for the purpose of drafting the tender or manufacturing the delivery item may not be used for any other purpose, duplicated or made accessible to third parties. If the contract is not concluded, the bidder shall return the records without further request and erase them from all storage media and servers.

11. Insurance

11.1

Vigier's contractual partner shall contract all necessary insurance, in particular also for its staff and the materials. The insurance shall also cover civil liability, manufacturer's liability and combined responsibility.

11.2

Vigier's contractual partner shall deliver an insurance certificate upon request, stating that it bears the risks of performance at the place of performance. The insurance certificate shall state that the civil liability for the goods and services will be borne for the duration of the contractual relationship. The amount shall be fixed in the special conditions of the order.

12. Prohibition of assignment and pledging

12.1

Any payment claim made by Vigier's contractual partner and arising from the order may be neither assigned nor pledged without the prior written agreement of Vigier.

13. Place of jurisdiction and applicable law

13.1

The exclusive place of jurisdiction for Vigier's contractual partners shall be Vigier's domicile (or that of the Vigier subsidiary that placed the order). Vigier shall nevertheless be entitled to bring claims against its contractual partner before the competent jurisdiction of its domicile or any other competent court.

13.2

Swiss law is exclusively applicable to the contract or the order between Vigier and its contractual partner, in particular the Swiss Code of Obligations. The application of the United Nations Convention on Contracts of 11 April 1980 (Vienna Sales Convention) is expressly excluded.

in addition to the contractual penalty and damages; however, in lieu thereof, it may also waive any subsequent performance.

Additional provisions for the procurement of services

14. Remuneration

14.1

Vigier's contractual partner shall provide services at fixed prices. If no fixed price is stipulated, Vigier's contractual partner shall include in its offer its hourly fee and an upper limit on the remuneration corresponding to a binding cost ceiling.

14.2

The price shall cover all the services necessary for due contractual performance. The price shall in particular include all ancillary costs such as expenses, social benefits and other indemnities in case of sickness, disability and death as well as all official taxes except value-added tax. Value-added tax must be disclosed separately. The stipulated remuneration shall not be adjusted for inflation, except where expressly stipulated in writing.

14.3

The remuneration shall become due according to the payment plan. It shall depend on work progress and expenses accrued. The service provider shall request payment when due per duly issued verifiable invoice.

The term shall be as follows, unless otherwise stipulated in writing: at the discretion of Vigier, payment with 3 % discount within 30 days of receipt of the duly issued verifiable invoice, or payment within 60 days strictly net.

15. Contractual performance

15.1

Vigier's contractual partner undertakes to execute the stipulated performances professionally and with care. The subject and scope of the performances shall be specified in greater detail in the specifications.

15.2

Amendments and addenda to the contract shall only be valid and binding for execution if they are stipulated in writing in advance. Additional work shall only be recognised as such and remunerated if it is announced in writing prior to execution while stating the probable additional costs and if it has been accepted in writing by Vigier. If said written announcement and acceptance are lacking, there shall be no claim to additional remuneration.

15.3

The contractual partner shall inform Vigier regularly about the progress of the work and immediately announce any circumstances that may threaten or influence due contractual performance. Vigier shall have a comprehensive right of control and information concerning all parts of this contract.

15.4

The contractual partner undertakes to perform the contract personally. The intervention of support persons requires the prior written consent of Vigier.

15.5

Vigier's contractual partner undertakes to respect health and safety regulations for employees as well as provisions on the deployment of workers (Swiss Posted Workers Act; SR 823.20, including the obligations resulting from the relevant ordinances (in particular SR 823.201). If sub-suppliers are used (art. 15.5), the contractual partner shall transfer these obligations to his sub-contractors and sub-suppliers as a lasting transferred obligation. Vigier's contractual partner in particular undertakes, when authorised to use a support person or a sub-contractor, to oblige them to respect the minimum wage provisions (including supplements and employment provisions) required by Swiss federal laws, the ordinances of the Swiss Federal Council, generally binding collective employment contracts and normal employment contracts as well as to respect the minimum required working conditions, according to article 2 par. 2 lit. a to f of the Swiss Posted Workers Act (SR 823.20) and to ensure that they transfer the respect of these obligations to further partners in the contractual chain. According to the contractual object, Vigier's contractual partner is obliged to provide Vigier with documented proof of its respecting of the minimum wage and working conditions according to article 2 par. 2 lit. a to f of the Swiss Posted Workers Act and to disclose the sub-contracts before work commences, but at the latest on the date this contract is signed. If the contractual partner violates one of the aforementioned obligations, it must fully indemnify Vigier, including regarding a fine pronounced by the competent body. Respecting safety provisions in particular includes that the contractual partner shall oblige all staff and sub-contractors it has justifiably involved to wear protective equipment and respect the relevant safety provisions of their production location. Vigier's contractual partner is obliged to respect the Vigier "Code of conduct for companies and suppliers", as attached to the GPT or to be requested from Vigier.

15.6

If this agreement exists, Vigier's contractual partner undertakes to only use carefully selected and well-trained personnel. The contractual partner shall be entirely responsible for the behaviour of its personnel or sub-contractor.

15.7

Without prior written consent, the service provider shall not be allowed to represent Vigier vis-à-vis third parties.

16. Intellectual property rights

All intellectual property rights resulting from the performance of the contract shall belong to Vigier.

17. Delay

Vigier's contractual partner shall automatically be in default if it fails to meet the deadlines stipulated as giving rise to a default and in other cases, following a reminder which grants a reasonable additional deadline. Vigier's contractual partner shall be liable for damages arising from its failure to meet deadlines. The consequences of a delay as set out in section 5 including the contractual penalty described shall apply.

18. Liability

Vigier's contractual partner shall be liable for the accurate and careful execution of the order. It shall guarantee that its services correspond to the contractual conditions and specifications as well as state-of-the-art science and technology. It shall be entirely liable for due contractual performance.

19. Force majeure

19.1

The parties shall bear no responsibility for violations of the conditions of the order when they occur due to force majeure. Force majeure shall be classed as any event beyond the control of the party that is impacted, if it was impossible to foresee when the contract was concluded and if its effects were unpredictable.

19.2

In cases of force majeure, it is temporarily or entirely impossible to carry out all or a part of obligations. Events that make obligations more difficult or expensive are not force majeure events.

19.3

Strikes, lockouts or other social, financial, technical or industrial impediments or any malicious harassment by the parties of their suppliers or sub-suppliers concerning the delivery are not force majeure.

19.4

The party that is impacted by a force majeure event shall inform the other party within 8 days of becoming aware of it. On this occasion, it shall describe the event in detail and provide all important information in order, for example, to allow precise identification and to show the impact on the execution of the contract. The party that invokes force majeure shall accordingly inform the other party within the above-mentioned time period.

19.5

A party that does not fulfil its obligation to inform according to the paragraph above shall be barred from invoking force majeure.

19.6

The obligations of the party that validly invokes force majeure shall be suspended, as long as fulfilment remains impossible.

19.7

The occurrence of force majeure does not, however, release the party that invokes it in order to commit negligence or to remedy a lack of care.

19.8

Force majeure shall not exclude the right to damages. The part of the performance that had already been provided before the occurrence shall become due. Remaining advance payments must be reimbursed.

The attached document is an integral contractual part of these GPT: "Vigier code of conduct for companies and suppliers"