

GENERAL TERMS AND CONDITIONS OF PURCHASE – VIGIER SWITZERLAND (GTCP)

1. Definitions

“**GTCP**” refers to the General Terms and Conditions of Purchase of Vigier Holding AG which are applicable to Vigier Holding and all its subsidiaries (hereinafter referred to simply as Vigier).

“**Order**” has the meaning given in Article 2.1.

“**LEGISLATION ON CHEMICALS**” refers to the various laws and ordinances relating to chemicals, in particular but not restricted to the Federal Act on Protection against Dangerous Substances and Preparations (Chemicals Act (ChemG); SR 813.1), the Ordinance on Protection against Dangerous Substances and Preparations (Chemicals Ordinance (ChemV); SR 813.11), the Ordinance on the Placing on the Market and Handling of Biocidal Products (VBP; SR 813.12), the Ordinance on the Reduction of Risks in the Handling of Certain Particularly Hazardous Substances, Preparations and Articles (ChemRRV; SR 814.81), as well as, in certain cases, Regulation (EC) No. 1907/2006 (REACH) and No. 1272/2008.

“**FADP**” refers to the Swiss Federal Act on Data Protection of 25 September 2020.

“**Buyer**” is the legal entity within the Vigier Group who places the Order.

“**Supplier**” refers to the legal entity accepting the Order.

“**Supplied Item**” refers to the supply of goods and/or services by the Supplier.

“**Specification(s)**” refers to the description/specifications of the Supplied Item, as indicated in the Order or perhaps attached to it.

“**Supplier Code of Conduct**” refers to the current Code of Conduct for Suppliers of Vigier, available on the website under www.vigier.ch. It outlines the commitment expected of the Supplier in terms of compliance and business ethics, human rights, labour standards, health and safety, environmental protection and sustainable development.

2. Order Placement and Acceptance

2.1 The Buyer’s order form and the GTCP constitute the Order (hereinafter referred to as “**Order**”). If there is a contradiction between the order form and the GTCP, the order form shall prevail.

2.2 The Supplier has five (5) calendar days from the date of issue of the order form to accept the Order. If the Supplier does not return confirmation of Order acceptance within the period mentioned above, if the Supplier starts to fulfil any part of the Order, or if the Supplier sends a request for an advance payment or an invoice, the Order shall be deemed accepted by the Supplier without reservation and in full. The express or implied acceptance of the Order constitutes confirmation on the part of the Supplier that the order form includes all services required for the execution of the Supplied Item. The Supplier undertakes to perform all services required for complete execution or delivery, even if certain services are not explicitly mentioned in the order form, without the Supplier having any entitlement to additional remuneration.

2.3 The Buyer may only ask for the scope of the order form to be amended prior to its express or implied acceptance.

2.4 The Supplier’s terms of sale or amendments to the Order conditions shall only take effect with the Buyer’s prior written and explicit approval.

3. Guarantee in terms of Quantity, Quality, Deadlines and Compliance with Applicable Law

3.1 The Supplier guarantees to the Buyer that:

- (a) the quantity, quality and specifications of the Supplied Item will comply with the conditions defined in the Order and/or agreed in writing with the Buyer, as well as with accepted technical standards and industry best practices; the Supplied Item will be appropriate for its intended use, and the documents specified in the Order or required for satisfactory fulfilment of the Order are contractually binding and form an integral part of the Supplied Item;
- (b) the Supplier will comply with all applicable laws and regulations in the Buyer’s country regarding the manufacture, packaging, sale and delivery and/or satisfactory fulfilment of the Supplied Item;
- (c) its Supplied Items will be free from any design, production, workmanship or material faults;
- (d) the Supplied Items will be produced and delivered in accordance with the agreed delivery deadlines as specified in the Order. These deadlines are binding and the Supplier shall be deemed to be in default solely due to their expiry.

- (e) the Supplied Items will comply with prevailing legal and regulatory requirements (including Legislation on Chemicals) and safety and environmental regulations, as well as applicable standards (certificates of conformity, authorisations, CE marking, etc.); and
- (f) the supply of original spare parts shall be ensured for at least ten years from the date of the transfer of ownership and risk in accordance with Article 7, with a reasonable supply of spare parts being ensured thereafter. If the Supplier or its own suppliers should cease to manufacture spare parts prior to this date, the Supplier shall notify the Buyer in good time so that the Buyer can still place a final order for an adequate quantity of spare parts from the Supplier. Otherwise, the Buyer is entitled to purchase the spare parts or have them manufactured elsewhere and charge the Supplier for the costs incurred.

3.2 Without prejudice to any other applicable statutory warranty rights, the defect notification and warranty period for the delivery of goods shall be 24 months from the transfer of ownership and risk in accordance with Article 7, unless the Supplier has expressly agreed in writing to a longer defect notification and/or warranty period. For the delivery of goods that are integrated into a building or used in the construction of a building, the defect notification and warranty period shall be 60 months from the date of the transfer of ownership and risk in accordance with Article 7, unless the Supplier has expressly and in writing granted a longer defect notification and/or warranty period. During the defect notification period, the Buyer may report defects of any kind at any time.

4. Staff and Safety

4.1 It is the Supplier's sole responsibility to provide the required workforce, in sufficient numbers and with the required experience, qualifications and certifications, including management staff and specialists, in order to deliver the Supplied Item in accordance with industry standards, the terms and conditions, and the deadlines cited in the Order.

4.2 The Supplier must provide all machinery and tools, as well as power and consumables as are necessary and sufficient for satisfactory fulfilment of the Supplied Item, and in the required quality and quantity, with the sole exception of any machinery, tools, power and consumables whose supply by the Buyer is explicitly specified in the Order.

4.3 The Supplier declares that it has met all its obligations with regard to legislation aimed at preventing undeclared employment and regarding the posting of workers, as well as in regard to health and safety regulations. It undertakes to observe these obligations for the entire duration of the services being provided. On request, the Supplier shall provide the Buyer with all documents or statements providing evidence of its compliance with tax and social security obligations.

4.4 All activities carried out at any of the Buyer's sites are subject to compliance with the applicable regulations on hygiene, safety and working conditions, as well as with the specific internal rules of the site, including the risk prevention plan, which the Supplier must read before starting fulfilment of the Order and which must be observed by the Supplier and its employees. In the event of non-compliance with health and safety regulations or internal provisions, the Buyer may immediately suspend all work or services. The Buyer shall inform the Supplier of this without delay so that the Supplier can take appropriate measures. In particular, the Supplier undertakes to comply with the regulations on the protection and working conditions of employees, as well as with the provisions applicable to posted employees (Posting of Employees Act (EntsG); SR 823.20, including the obligations laid down in the relevant ordinances, including the Posting of Employees Ordinance (EntsV); SR 823.201). If the Supplier subcontracts the fulfilment of the Supplied Item to one or more subcontractors, it is obliged to permanently pass on these obligations to such subcontractor(s). The Supplier undertakes, in particular, to require its subcontractors to comply with the minimum wage requirements set out in federal laws, Federal Council ordinances, generally binding collective labour agreements and standard employment contracts, as well as the wage and working conditions prescribed in Art. 2 para. 1 letters (a) to (f) of the Posting of Employees Act (EntsG; SR 823.20), and to ensure that these obligations are also complied with by the other parties in the contractual chain. Depending on the subject matter of the contract, the Supplier shall, prior to commencement of the work and at the latest at the time of signing a supply contract, be obliged to provide the Buyer with documentary evidence, in accordance with Art. 8b para. 2 of the Posting of Employees Ordinance (EntsV), that the conditions on minimum wages and work in accordance with Art. 2 para. 1 letters (a) to (f) EntsG are being complied with, and to

make all related documentation available to the Buyer. If the Supplier breaches any of the aforementioned obligations, the Supplier shall indemnify the Buyer in full, including with regard to any fines that may be imposed by a competent authority. Compliance with safety standards includes, in particular, ensuring that all the Supplier's employees and all subcontractors lawfully engaged by the Supplier wear the required safety equipment and comply with the safety standards applicable at their place of work.

5. Packaging and Marking

- 5.1** The Supplier will package, mark and ship the goods in accordance with prevailing regulations.
- 5.2** All goods will be packaged appropriately to avoid any damage or contamination (including but not limited to damage caused by mould, rust, moisture, wear and impact) during transport and/or storage.
- 5.3** Hazardous products will be clearly identified using clearly visible warnings on all packaging and documents.
- 5.4** Unless agreed otherwise in writing, the Buyer shall not be required to return packaging or packaging materials used for the goods to the Supplier.
- 5.5** The Supplier will be considered solely liable for any damage or additional costs incurred due to incorrect or unsuitable packaging, marking or labelling.

6. Shipping and Delivery

- 6.1** The Order number must be indicated on all correspondence and all related shipping documents. The Supplier shall prepare all shipping documents in accordance with i) prevailing domestic and international trade/customs regulations; and ii) the Buyer's instructions.
- 6.2** All additional costs incurred by the Buyer due to i) the Supplier's failure to comply with the aforementioned provisions, or ii) a failure to prepare shipping documents in the proper manner, will be payable by the Supplier.
- 6.3** Unless otherwise mentioned in the Order and without prejudice to Article 7, the Supplied Items will be delivered DDP to the Buyer's premises as per the ICC's Incoterms® (2020 version).
- 6.4** The Supplied Items are to be delivered on the date(s) given in the Order and in accordance with the conditions specified therein. The delivery deadlines are an essential condition of the Order.
- 6.5** Partial or early deliveries are only permitted with the prior written approval of the Buyer.
- 6.6** Excluding cases of force majeure or proven fault on the part of the Buyer, any delay exceeding the contractually agreed delivery deadline may, after the expiry of an 8 (eight) calendar day grace period following an unremedied notice of default, result in the enforcement of a delay penalty of 0.5% of the Order amount per week of delay, and/or termination of the Order, without prejudice to any claims for damages.
- 6.7** Acceptance of a delivery can only be deemed to have occurred if previously agreed in writing.

7. Transfer of Ownership and Risks

- 7.1** The risk of loss of or damage to the Supplied Items shall be transferred to the Buyer in line with the agreed delivery date (2020 Incoterms®) as specified in the Order.
- 7.2** Ownership of the Supplied Items shall be transferred to the Buyer on delivery, except in the case of payment for the Supplied Items before delivery, in which case ownership shall be transferred to the Buyer on effective payment, while the Supplier retains physical possession of the Supplied Item.

8. Non-conformity

- 8.1** Without prejudice to applicable contractual penalties and other legal remedies, if the Supplied Item is not delivered in accordance with the Order conditions, the Buyer reserves the right, without prejudice to its other rights arising from the Order or under applicable legislation, either (i) to reject all or part of the Supplied Item or (ii) to require the Supplier to remedy any fault or defect, at its own cost and within the time frame indicated by the Buyer, or (iii) to accept all or part of the Supplied Item in return for a corresponding reduction in the price of the Order.
- 8.2** Any totally or partially rejected Supplied Item must be collected by the Supplier, at its own cost, within 7 (seven) calendar days following receipt of the rejection notice, and the Supplier will repay all sums already paid by

the Buyer in relation to the rejected Supplied Item. If the Supplier does not collect the rejected Supplied Item, the Buyer may return it to the Supplier at the Supplier's cost and risk.

8.3 Ownership of the rejected Supplied Item, as well as responsibility for its care and safekeeping, will be automatically transferred to the Supplier, unless otherwise indicated by the Buyer.

9. Prices, Invoicing and Payment

9.1 The prices specified in the order are binding and final and include all expenses of the Supplier, such as, for example, travel expenses, social security contributions, and other compensation payments. They are not subject to any indexation and include all taxes, expenses and charges incurred by the Supplier to fulfil the Order. Inclusion or exclusion of VAT will be indicated in the Order.

9.2 Each invoice can only relate to a single Order and is to be sent to the Buyer's accounts payable department at the address specified by the Buyer, together with documents justifying the invoice amount and the Order number.

9.3 Invoices will be issued in the currency indicated in the Order.

9.4 Any infringement of the conditions set out in the Order shall result in rejection of the invoices.

9.5 Payment is dependent on conformity of the Supplied Item and compliance with the terms and conditions of the Order. Payment made by the Buyer shall not, however, undermine its rights in regard to faults in the Supplied Item or instances of non-conformity with the Order that are identified after (or potentially before) payment.

9.6 The payment terms are 30 (thirty) days from receipt of invoice, less a 3% discount, or 60 days from receipt of invoice at the net price, at the discretion of the Buyer, unless otherwise required by law or through an express agreement. Payment shall be made by bank transfer.

9.7 The Buyer may, at any time, without restricting its other rights or legal remedies, offset any claim the Supplier has against the Buyer against any claim the Buyer has against the Supplier, from any invoice or any sum owed by the Supplier to the Buyer.

9.8 The Supplier provides the services at fixed prices. If no fixed price is agreed, the Supplier must indicate in its offer its hourly rate and an upper limit of the remuneration in the form of a binding cost ceiling.

10. Guarantee of Undisturbed Use – Intellectual Property

10.1 The Supplier guarantees that the Buyer shall have free and undisturbed use of the Supplied Item, which must be free from any liens, pledges, security interests or rights of retention.

10.2 Each party will retain any right, title or interest in its respective intellectual property rights that was developed, acquired or obtained before the date of issue of the Order. However, the Buyer will be granted an irrevocable, global, unlimited, non-exclusive and royalty-free licence, with the right to create sub-licences, to copy and use the Supplier's intellectual property rights, if required or beneficial for the Buyer in order to use the Supplied Item.

10.3 Accordingly the Supplier undertakes to indemnify and hold the Buyer harmless against any claims, costs, damages, expenses or legal actions brought by third parties in relation to any alleged or actual infringement of intellectual property rights in relation to the Order.

10.4 All intellectual property rights relating to the results from Order fulfilment and created on the basis of the Buyer's specifications are owned solely by the Buyer. If these intellectual property rights do not automatically and originally vest in the Buyer, the Supplier undertakes to assign to the Buyer all rights, titles and interests in such intellectual property and to draw up and sign – and instruct its employees and auxiliary persons to draw up and sign – all documents necessary to give effect to this Article 10. It is agreed that any rights assigned, where applicable, shall include the following:

- The right to reproduce, have reproduced, present, have presented, adapt, have adapted, modify, have modified (including, for software and databases, their development and upgrade), translate, have translated, market, have marketed, in regard to all current and future media and through all means;

- The right to use and exploit, whether for its own activities or for the use of a third party;

- The right to assign the acquired intellectual property, in whole or in part, and specifically, to grant third parties any contract for reproduction, distribution, circulation, marketing or manufacturing, in any form, on any medium and through any means, whether free of charge or for payment.

10.5 The price paid by the Buyer to the Supplier shall be accepted by the latter as full and final global consideration for the assigned rights mentioned above.

11. Force Majeure

11.1 If an external, exceptional, unforeseeable and unavoidable or insurmountable event occurs involving one of the parties to the Order, preventing said party from fulfilling its obligations under the Order, fulfilment is immediately suspended, provided that the party affected by the instance of force majeure informs the other party in writing, within 3 (three) working days of the event occurring, specifying the estimated duration of this event, and providing reasonable supporting evidence thereof. In any case, strikes only involving the staff of the Supplier or its potential subcontractors, any particular difficulties or added expenses in fulfilling the Order and potential delays in the delivery of products or raw materials shall not constitute force majeure.

11.2 The affected party must take all measures required to minimise the consequences of the instance of force majeure as far as possible.

11.3 It is agreed that the Supplier's entitlement to an extension of its Order deadlines due to an instance of force majeure shall not affect the Buyer's right to terminate the Order at any time pursuant to the provisions of Article 15.

11.4 If the instance of force majeure persists for a period exceeding 15 (fifteen) consecutive calendar days, the parties shall contact one another to discuss potential solutions.

12. Confidentiality and Disclosure

12.1 Each party, as well as its employees, representatives, subcontractors and auxiliary persons, is bound by a duty of confidentiality and non-use of the information disclosed by the other party, whether protected or not, written or verbal, relating to the expertise, specifications, formulas and drawings to which it will have had access during fulfilment of the Order, providing this information has not fallen into the public domain and, in any event, for a period of 5 (five) years from the date of Order placement.

12.2 Any advertising or disclosure to third parties in regard to the Order shall require the prior written consent of the Buyer.

13. Personal Data

13.1 The Supplier undertakes to comply with the regulations governing the collection and processing of personal data and, in particular, the provisions of the FADP. The personal data of the Buyer's representatives may only be used by the Supplier for the purpose of fulfilling its obligations under the Order. The Supplier further undertakes to delete all personal data of the Buyer within the statutory time limits.

13.2 In the event of subcontracting, the Supplier undertakes to impose the terms of this clause on its subcontractor. Personal data of the Buyer's representatives may only be transferred, stored, forwarded or made accessible outside Switzerland with the prior written consent of the Buyer and after signature of the standard data protection clauses approved, issued or recognised by the Swiss Federal Data Protection and Information Commissioner (FDPIC).

13.3 The Buyer undertakes to comply with the applicable regulations and the FADP when collecting and/or processing and disclosing personal data of the Supplier's representatives. Suppliers may submit data protection enquiries to the following contact address, indicating the Vigier company concerned: datenschutz@vigier.ch. Further information is available under Data [Protection | Vigier](#).

14. Corporate Social Responsibility of the Supplier

14.1 The Supplier shall conduct its business activities and provide the Supplied Item in accordance with all applicable laws and regulations.

14.2 In line with the objectives of corporate social responsibility, the Supplier undertakes to implement policies and processes that aim to prevent risks and to control the impact of its activities, notably to:

- protect health and ensure safety at work, in accordance with employment legislation;
- promote observance of human rights and fundamental freedoms;
- reduce greenhouse gas emissions;
- avoid the production of waste and encourage its recovery;
- optimise the use of resources (water, energy, land, soil, materials) in line with the circular economy;
- protect biodiversity and seek to have a positive effect on ecosystems;
- avoid pollution.

14.3 The Supplier undertakes to observe, and ensure that its subcontractors observe, the Code of Conduct for Suppliers of the Vigier Group. In particular, the Supplier makes an undertaking to the Buyer not to grant, offer or solicit any improper financial or other benefit – such as personal advantages or gifts – to or from the Buyer's employees, either directly or indirectly, and to disclose any conflicts of interest.

15. Termination

15.1 Each party shall be entitled to terminate the Order in the event of non-performance by the other party. However, the Buyer and the Supplier shall endeavour to cooperate constructively and shall make every effort to resolve this non-performance, and to mitigate any damaging consequences.

15.2 The Buyer shall be entitled to terminate the contract *ipso jure* in the following circumstances:

- (a) if the Supplier fails to remedy the asserted breach of contract within 8 (eight) calendar days of receipt of a formal notice sent by the Buyer;
- (b) by simple written notice of the alleged non-performance or breach of contract, if the consequences of this breach for the Buyer are clearly irreversible or highly damaging;
- (c) in the event of force majeure leading to suspension of fulfilment of obligations under the Order by the Supplier for a period exceeding 90 (ninety) consecutive calendar days from the start of the event.

15.3 In the event of termination, the Supplier (i) is to refund the Buyer for all overpayments made in the form of early payments or advance payments, including in the case of termination on account of force majeure; (ii) shall, at its own cost and risk, either take back the Supplied Items already delivered or deliver the Supplied Items, in the condition they were on the date of termination, with the Buyer having free choice between these two alternatives; and will be required to compensate the Buyer for any damages resulting from its failure to comply, in particular bearing any additional costs incurred by the Buyer in completing the Order itself or through one or more other suppliers.

15.4 The Supplier shall inform the Buyer, without delay and in writing, of any circumstances that could prevent satisfactory fulfilment of the Order, as well as of any circumstances that could cause the Buyer to terminate the Order for any of the reasons listed to follow. The Buyer may terminate the Order with immediate effect if insolvency proceedings or a debt restructuring procedure under the Swiss Federal Statute on Debt Enforcement and Bankruptcy (SchKG) are opened, if the Supplier is dissolved or if its assets are seized. Similarly, in the event of a direct or indirect change of control of the Supplier, or disposal of its business or a part thereof, the Buyer shall be entitled to terminate the Order *ipso jure* and without formalities, giving a notice period of eight (8) days.

16. Insurance and Liability

16.1 The Supplier will take out and maintain, at its own cost, all the insurance policies required to cover its risks – with insurance companies known to be reliable and financially sound – notably its general and professional liability under the Order and as required by law, in particular its civil liability and product liability.

16.2 At the request of the Buyer, the Supplier will provide insurance certificates issued by leading Swiss or European insurance companies, confirming the existence of the policies, the insured amounts, the cover, the terms of the policies and the renewal dates.

16.3 The amounts indicated on the insurance certificates provided in this context shall not constitute a contractually agreed limitation of the Supplier's liability.

16.4 The Supplier shall be liable for any damage that the Supplier, its employees, representatives, agents and/or subcontractors cause to the Buyer or any third party arising from the Supplied Item and/or fulfilment of the Order. The Supplier shall indemnify the Buyer against any claims in this regard.

17. General Information

17.1 If one or several provisions of the Order are found to be void, invalid or unlawful, this shall not affect the other provisions of the Order, and the parties shall, in good faith, undertake to promptly agree on the required adjustments by way of an amendment. The invalid provision(s) will be replaced by a (the required number of) valid provision(s), whose content comes as close as possible to that of the invalid provision(s). The same applies to any gaps.

17.2 If the Buyer does not invoke the benefit of a provision of the Order, this shall not constitute a waiver of this clause by the Buyer.

17.3 The Supplier undertakes to perform the assignment personally. Subcontracting or the involvement of an auxiliary person requires the prior written approval of the Buyer. As the Order is placed on the basis of the Supplier's person, the Supplier is prohibited from transferring or assigning the Order, for free or for payment, in any form whatsoever, or subcontracting the whole or part of its fulfilment, without the prior written consent of the Buyer. In any case, the Supplier will remain solely liable to the Buyer for satisfactory fulfilment of the Order.

17.4 The Supplier's claims against the Buyer arising from the Order may neither be assigned nor pledged to a third party without the prior written consent of the Buyer.

17.5 Subcontractors accepted by the Buyer remain under the authority and responsibility of the Supplier in all circumstances. The Supplier's application for approval must be accompanied by the Supplier Code of Conduct, duly signed by the proposed subcontractor, and the Buyer reserves the right to reject the proposed subcontractor or to terminate the business relationship.

18. Applicable Law and Disputes

18.1 All clauses in these General Terms and Conditions of Purchase, as well as all contracts arising from Orders, shall be subject to Swiss law, to the exclusion of the conflict-of-law rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980.

18.2 All disputes relating to the Order shall be subject to the exclusive jurisdiction of the courts in the place where the Buyer has its registered offices.
