

Extended Terms and Conditions for the Purchase of Goods

1. Validity

- 1.1 These Extended Terms and Conditions for the Purchase of Goods ("Purchasing Terms") are an integral part of any purchase or delivery agreement ("Agreement") between the SUPPLIER and DOTTIKON EXCLUSIVE SYNTHESIS AG ("PURCHASER"). **The latest version of these Purchasing Terms prevails over any conflicting general terms and conditions of the SUPPLIER, if not agreed otherwise in writing.** Modifications of these Purchasing Terms shall only be binding when both parties agreed on them in writing.
- 1.2 The parties shall only be bound and become liable against each other through written agreement, as specified herein. Until settlement of such agreement, the parties may terminate all negotiations at any time and without any financial consequences.

2. Offering

- 2.1 After receipt of a request for quotation, issued by the PURCHASER, the SUPPLIER shall, as soon as possible, submit a binding offer to the PURCHASER ("Offer"). Such Offer shall be free of charge and meet all specifications of the PURCHASER. In case the Offer does not meet all specifications requested by the PURCHASER or does include improvements, the SUPPLIER shall explicitly state such fact in writing.
- 2.2 By issuance of the Offer, the SUPPLIER, as a specialist in the field, agrees to perform all services hereunder with the highest degree of care possible. Unless otherwise agreed, the Offer shall remain binding for ninety (90) days.

3. Binding Order and Acceptance

- 3.1 Orders shall only be binding if placed by the PURCHASER in writing, by fax, email, or over the Internet.
- 3.2 Upon receipt of the order or delivery of the goods ordered, the SUPPLIER agrees to these Purchasing Terms and the Agreement will be concluded according to the PURCHASER's order.

4. Manufacturing

- 4.1 The SUPPLIER warrants to know and be aware of all facts, factory specifications, design codes, data, documents, the PURCHASER's internal standards, and all other information which are relevant for the execution of the Agreement.
- 4.2 Provided nothing else is agreed to the contrary between the parties, the SUPPLIER shall always deliver a complete product that contains all parts, certificates and documentations required for the immaculate use, even if such parts, certificates and documentations are not mentioned in the respective order.
- 4.3 The SUPPLIER grants all statements made in his offers, prospects, product descriptions and catalogues. Variations and restrictions may only be agreed in writing.
- 4.4 The SUPPLIER warrants that all documents and statements provided are true and correct. Additionally, the SUPPLIER agrees to verify all technical information provided by the PURCHASER.
- 4.5 In case of inconsistencies in the order, including any attachments, the SUPPLIER agrees to inform the PURCHASER about such inconsistencies and to propose alternatives prior to the delivery or the beginning of the production, whatever is applicable.
- 4.6 The SUPPLIER shall manufacture the goods by himself at his regular place of business or the location designated in the Offer or shall procure them from the agreed manufacturer. Subcontracting or relocation of production to a different location shall require written approval by the PURCHASER, which however shall not be unreasonably withheld.

5. Changes of the Object/Scope of the Order and Force-account Works

- 5.1 The SUPPLIER may not change the product/scope of the delivery without prior written consent of the PURCHASER.
- 5.2 During the performance of the Agreement, the PURCHASER shall have the right to request changes with regard to the Agreement's object and scope. Changes agreed between the parties shall be completed according to the terms and conditions of the original order (e.g. project discount). If such changes result in additional costs or the adaptation of the delivery terms, the SUPPLIER shall notify the PURCHASER in writing within one (1) week after the detection of such fact. The PURCHASER will then decide without delay whether the changes shall be undertaken. As the case may be the PURCHASER shall issue a change order in writing. Changes, which are conducted without written authorization of the PURCHASER, will not be reimbursed.
- 5.3 Minor additional work (up to CHF 2'000) may be conducted as scheduled work, provided previously agreed in writing by the project manager of the PURCHASER.

6. Status Reports

- 6.1 Based on the delivery-/acceptance date, agreed upon in the purchase order, the SUPPLIER shall within two weeks provide the PURCHASER with a detailed schedule and the project organization for the fulfillment of the order.
- 6.2 The SUPPLIER shall send a status report to the PURCHASER at the beginning of each month. Such status report shall indicate eventual problems and the respective propositions for their resolution as well as the current cost and timing overview (budget/present value/preview/measures in case of deviations). The review shall contain all facts known at the time of the report and will be binding for the SUPPLIER.
- 6.3 In case of problems, including but not limited to deviations, faults, delays, the SUPPLIER shall immediately inform the PURCHASER and take all measures required to resolve the situation.

7. Audits and Complaints

- 7.1 Upon prior written notification, the PURCHASER or the PURCHASER's designated representative shall at any time have the right to audit the records, facilities and production site of the SUPPLIER or the producer of the goods ordered ("Audit"). In case of an Audit the SUPPLIER shall grant the PURCHASER or the PURCHASER's designated representative access to the premises and records as required to conduct the Audit.
- 7.2 The products must always comply with the specifications of the PURCHASER and be free of defects. The PURCHASER shall at any time be free to contest non-conforming quality, functionality and/or packaging of the ordered goods.

8. Delivery Date and Consequences of Delay

- 8.1 The delivery will be due at the agreed place of destination on the agreed delivery date.
- 8.2 Partial deliveries require written permission of the PURCHASER and shall be clearly indicated as such in the shipping documents.
- 8.3 In case the SUPPLIER becomes aware of a possible late delivery, the SUPPLIER shall immediately inform the PURCHASER about such fact in writing. Furthermore, the SUPPLIER shall give best efforts and allocate all resources including, but not limited to, additional workforce or transportation means required to resolve the situation and to meet the agreed delivery date. Any extra cost resulting from such efforts shall be borne by the SUPPLIER solely, except the delay is directly caused by the PURCHASER.
- 8.4 If the SUPPLIER fails to meet the agreed delivery date, liquidated damages shall be due in the amount of two percent (2%) of the total order value for every commenced week of delay. However the total of such liquidated damages shall not exceed fifteen percent (15%) of the total order value, and shall be due for payment without proof of actual damage without limiting DOTTIKON's right to claim additional damages.

9. Storage

- 9.1 Provided the PURCHASER delays the delivery date, the SUPPLIER agrees to store the ordered goods for up to six months at the SUPPLIER's cost, expenses, and risk.

10. Transport, Transfer of Risk, Packaging, Tax and Duties

- 10.1 Unless otherwise agreed, the delivery shall be DAP Dottikon (Incoterms 2020).
- 10.2 Risk of loss shall pass to the PURCHASER upon delivery. For goods and services requiring installation/assembly, risk of loss shall pass upon acceptance of the completion of the installation/assembly by the PURCHASER.
- 10.3 The packaging shall be completed in accordance with commercial practice and the specifications/hazardous goods regulations issued by the PURCHASER. The costs needs to be included in the Offer.
- 10.4 Only deliveries with complete documentation, including but not limited to delivery note and complete order number will be accepted.
- 10.5 If an incomplete or wrong declaration of goods in international services by the SUPPLIER or its subcontractor causes a customs or tax authority to impose a tax or duty on the purchased goods, such tax or duty shall be fully paid by the SUPPLIER.

11. Invoices/Payments

- 11.1 Invoices shall be sent to the address of the PURCHASER, Department of Accounts Payable. They shall be sent separately and not be enclosed with the shipment of goods. Partial invoices shall be possible only if so agreed in the respective order. Invoices non-compliant with VAT and customs requirements or without complete order number will be rejected.
- 11.2 Unless otherwise agreed, the payment term shall be sixty (60) days after receipt of the correct invoice, provided the deliverables were received by the PURCHASER without any defect and in accordance with the order (including documentation, if applicable).

12. Notice of Defects

- 12.1 Defects may be remonstrated by the PURCHASER within sixty (60) days after receipt of the goods, in case of latent defects the period shall be sixty (60) days after detection.
- 12.2 If the delivered goods do not meet to the agreed specifications, quality and packaging requirements, the PURCHASER shall at his sole discretion be entitled to refuse acceptance of the goods and demand delivery of conforming goods, to cancel the order, or to accept the defective goods and request rework of such goods or a reduction in the purchase price. The PURCHASER shall also be entitled to have the defects of the delivered goods removed at the expense and risk of the SUPPLIER, if the SUPPLIER fails to correct the defects within a reasonable period despite being requested to do so. If the defects of the goods cannot be corrected, the PURCHASER shall be authorized to return the goods at the expense of the SUPPLIER, whereby the right of the PURCHASER to subsequent delivery of defect-free goods or to cancel the order shall in any case remain in effect.
- 12.3 Payment (including partial payment) of the SUPPLIER's invoice shall not constitute acknowledgement that the delivered goods were free of defects. The SUPPLIER shall be obligated to accept the return of contested goods at the SUPPLIER's expense.

13. Warranty and Replacement

- 13.1 The SUPPLIER warrants as a specialist that during the warranty period (Article 13.2) the object of this Agreement (i) shall represent the current and valid state of the art applicable on the order date, (ii) shall be free of defects that would adversely affect its value or suitability for the intended use or purpose, (iii) shall have the assured properties and (iv) shall conform to the specification and other requirements stated in the order. The object of this Agreement must comply with applicable law to the location of use (e.g. SEV, SVTI, SUVA, EN).
- 13.2 The warranty period shall be the twenty-four (24) months after the receipt of the delivered product or the acceptance of the work in case of assembly or startup operations at the place of the PURCHASER respectively. For hidden defects the warranty period is five (5) years.
- 13.3 In case it becomes evident during the warranty period that the delivery or parts thereof shall not fulfill the warranty (Article 13.1), the SUPPLIER shall correct the defects or have the defects corrected at the SUPPLIER's cost and expense. If full corrective repair cannot be anticipated within a reasonable period set by the PURCHASER, the SUPPLIER shall supply a non-defective substitute. If the SUPPLIER is unwilling or unable to correct the defects immediately or supply a non-defective substitute, the PURCHASER can correct the defects or have the defects corrected, or purchase a defect-free substitute from an alternative supplier, at the cost and expense of the SUPPLIER. The SUPPLIER shall pay the costs for transport, travel expenses, etc.
- 13.4 Replacements and rectifications shall also be warranted for a twenty four (24) month period from the receipt by the PURCHASER.
- 13.5 The SUPPLIER grants to supply the technical equipment and spares in adequate quantity for a period of ten (10) years after the last delivery. Any extra cost resulting from the replacement of defective product or a reduced operating life shall be solely borne by the SUPPLIER.

14. Termination

- 14.1 If the SUPPLIER is late with delivery or the performance of warranty work, the PURCHASER is entitled to terminate this agreement and therefore refuse acceptance of the delivery. As long as the PURCHASER has not terminated the Agreement, the SUPPLIER shall remain liable to pay liquidated damages as set forth in Article 8.4.
- 14.2 If it is determined before the due date of the delivery that the SUPPLIER shall not meet the delivery date, the PURCHASER can also withdraw from the Agreement and refuse delivery.
- 14.3 The PURCHASER can also cancel the order if it can be foreseen during the production process that the contracted object shall not be adequate in accordance with the PURCHASER's specification.

15. Protection of Rights and Insurance

- 15.1 The SUPPLIER shall ensure that the delivery and use of the offered objects or goods shall not violate intellectual property rights of third parties such as patents, designs, etc.
- 15.2 SUPPLIER shall maintain general and product third party liability insurance covering its legal and contractual liability with respect to property damage and bodily injury as well as with respect to consequential damages thereof. Upon request of the PURCHASER, SUPPLIER shall provide a certificate of insurance confirming the existence of such insurance with minimum limits as follows:

- CHF 10 million with respect to property damage and bodily injury
 - CHF 1 million with respect to pure financial loss.
- 15.3 In addition any SUPPLIER rendering engineering services shall maintain professional liability insurance covering its legal and contractual liability with respect to pure financial loss arising out of negligence, error or omission in rendering or failure to render its professional services to the PURCHASER. Upon request of the PURCHASER, SUPPLIER shall provide a certificate of insurance certifying the existence of such insurance with limits as follows:
- CHF 2 million with respect to professional indemnity insurance
- 15.4 SUPPLIER ensures that insurances described above are valid during the execution and warranty period including and during an extended reporting period of five (5) years after the expiry of the insurance contract.

16. Right to Audit

- 16.1 Upon prior written notification, the PURCHASER or its designated representative shall at any time have the right to audit the records, facilities and production site of the SUPPLIER or the producer of the goods ordered, as the case may be ("Audit").
- 16.2 In case of an Audit the SUPPLIER shall grant the PURCHASER or its designated representative access as reasonably necessary to conduct the required Audit.

17. Compensation

- 17.1 The SUPPLIER shall be liable for all direct and indirect damages caused by delay or lack of conformity of the delivered goods or services.

18. Confidentiality

- 18.1 All information provided to the SUPPLIER for the purpose of producing the contracted object shall not be used for any other purpose, nor shall it be reproduced or made accessible to third parties. At the request of the PURCHASER, all documentation, including all copies or reproductions shall be returned without delay and a statement provided that this information is no longer available to and shall not be used by the SUPPLIER.
- 18.2 This obligation of confidentiality shall include the order and all information in connection with the order and its completion.

19. Force Majeure

- 19.1 Force Majeure within the context of this Agreement shall be defined as any event outside the reasonable control of the contractual parties, which is not foreseeable and which hinders or renders unreasonable for the affected party the performance of the contractual obligations.
- 19.2 Non-performance due to Force Majeure shall not constitute a breach of contract, unless the affected party has neglected to take reasonable precautions and has not informed the counter-party immediately. Furthermore it shall be deemed to be non-performance, if the SUPPLIER has violated his/her obligation to exercise due diligence, has neglected to undertake reasonable alternative measures to enable performance, or fails to provide full and timely notification to the other party.
- 19.3 In the event of non-performance due to Force Majeure, the deadlines for performance shall be extended by the same period of time, during which the affected party was unable to render performance. In this case, the parties are entitled to renegotiate payment modalities or agree to terminate the contractual relationship.

20. Severability

- 20.1 Legal gaps that are not covered by the existing contractual relationship shall be filled according to the intent and spirit of the Agreement.
- 20.2 If a provision of this Agreement shall be determined to be invalid or unenforceable for any reason, such provision shall be adjusted so as to achieve the intent of the parties to the fullest extent legally possible.
- 20.3 If a provision shall be declared invalid or void, the remaining provisions shall continue in full force and effect, to the extent that the entire Agreement continues to be meaningful.

21. Document Hierarchy

- 21.1 In the event of discrepancies between individual documents, the following document hierarchy shall apply:
- PURCHASER's order
 - PURCHASER's Extended Purchasing Terms
 - Scope of services as defined by the PURCHASER (e.g. technical specifications, quality agreements)
 - SUPPLIER's Order Confirmation
 - SUPPLIER's Offers

22. Applicable Law, Legal Venue

- 22.1 The Agreement shall be governed by the laws of Switzerland to the exclusion of the conflict of laws principles and the UN Convention of Contracts for the International Sale of Goods (Vienna Convention CISG). Place of jurisdiction is agreed to be at the place of business of the PURCHASER.