Extended Purchasing Terms and Conditions

1. Exclusive Applicability

1.1 These Extended Purchasing Terms and Conditions ("EPTC") are an integral part of the purchase contract, the supply contract and/or the work contract ("Agreement") concluded between the SUPPLIER and Dottikon Exclusive Synthesis AG ("CUSTOMER"). **The EPTC in their current version prevail over any conflicting general (sales) terms and conditions of the SUPPLIER.** Any provisions deviating from the provisions of these EPTC are only valid if they have been accepted in writing by both parties.

1.2 The parties shall only be bound through written agreement. Until the conclusion of such written agreement, either party may discontinue negotiations at any time without incurring any financial consequences.

2. Offer

2.1 After receipt of the CUSTOMER's request for quotation, the SUPPLIER is invited to submit a free-of-charge offer for the subject matter of the Agreement (usually goods within the meaning of Art. 184 et seq. Swiss Code of Obligations ("CO") or pieces of work within the meaning of Art. 363 et seq. CO, all hereinafter the "Deliverables") as a specialist ("Offer"). In its offer, the SUPPLIER shall comply with the CUSTOMER's specifications (requirements, quality requirements, etc.). Any deviations from these specifications, as well as any possible improvements, must be expressly reported and outlined to the CUSTOMER. In its capacity as a specialist, the SUPPLIER is subject to an enhanced duty to notify the CUSTOMER.

2.2 If the SUPPLIER does not set a longer deadline in its offer, the offer is binding for ninety (90) days.

3. Binding Order and Acceptance

3.1 The CUSTOMER's orders are only binding if they are made in writing, by email or via internet.

3.2 By signing the order confirmation, the approval of the order or delivering the Deliverables, the SUPPLIER accepts these EPTC and the Agreement is concluded in accordance with the CUSTOMER's order.

4. Manufacture

4.1 The SUPPLIER warrants that it has familiarized itself with all facts, contents of the scope of work, specifications, data, documents, on-site regulations and other requirements necessary for the execution of the required work.

4.2 The SUPPLIER shall deliver the Deliverables, which shall include all parts, certificates and documentation required for their proper and intended use.

4.3 The SUPPLIER guarantees all representations, and warranties contained in its offers, brochures, product descriptions and catalogues. Any deviations or limitations must be agreed in writing and must be specified in the CUSTOMER's order.

4.4 The SUPPLIER shall be liable for the accuracy and correctness of all documents and information provided by it.

4.5 The SUPPLIER shall thoroughly review all technical information made available by the CUSTOMER. In the event of any discrepancies between the order and/or the related attachments, the SUPPLIER shall submit such discrepancies to the CUSTOMER for decision before commencing the manufacture and/or delivery of the Deliverables.

4.6 The SUPPLIER must manufacture the Deliverables at its place of business or at the location designated in the order or purchase them from the agreed manufacturer. The use of a sub-supplier or the transfer of manufacture to another location requires the CUSTOMER's written consent, which will be granted if the qualification, reliability and capacity of the sub-supplier/other location are at least equivalent. The SUPPLIER is fully liable for the sub-supplier's acts and omissions as for its own acts or omissions.

5. Changes to the Deliverables and Additional Work

5.1 The SUPPLIER is only entitled to make changes to the Deliverables or scope of the Agreement if the CUSTOMER has given its prior written consent to such changes.

5.2 The CUSTOMER is entitled to request changes to the Deliverables or scope of the Agreement during the execution of the Agreement. Any changes agreed between the parties shall be carried out under the original terms of the order. Should the SUPPLIER anticipate any additional or reduced costs and/or delays as a result of any changes (of whatever nature), it shall notify the CUSTOMER in writing within one (1) week of becoming aware of such circumstances. The CUSTOMER shall then decide whether it prefers to have the changes carried out or not. If such change is desired, the CUSTOMER shall issue a written order amendment. Any changes that have not been approved and ordered in writing by the CUSTOMER prior to their execution will not be reimbursed by the CUSTOMER.

5.3 Minor additional work (force-account works up to a value of CHF 2'000) may be carried out as force-account works, provided such work has been agreed in writing with the CUSTOMER's project manager in advance.

6. Progress Reports

6.1 Based on the delivery and/or acceptance date agreed in the order, the SUPPLIER shall submit to the CUSTOMER, within two (2) weeks of the order being placed, a detailed time schedule and project organization plan for the performance of the Agreement.

6.2 For the purpose of monitoring compliance with the time schedule, the SUPPLIER shall, without being requested to do so, provide the CUSTOMER with a progress report at the beginning of each month. In addition to any problems encountered and effective proposals for their resolution, the SUPPLIER shall provide an overview of the current cost situation and the status of the time schedule (planned/actual/forecast/measures in case of deviations). Compliance with the time schedule is binding upon the SUPPLIER.

6.3 In the event of any problems, defects, delays or similar circumstances, the SUPPLIER shall immediately inform the CUSTOMER and take all corrective measures necessary to remedy such issues.

6.4 If the Deliverables are a standard product (e.g. a catalogue product) without assembly and/or commissioning services, the obligations set out in Articles 6.1 to 6.3 shall not apply. Reference is nevertheless made, in particular, to Article 8.3.

7. Quality Inspections, Schedule Controls and Audits

7.1 The CUSTOMER may, itself or through third parties, carry out quality inspections and schedule controls at the SUPPLIER's and/or manufacturer's premises during production and prior to shipment of the Deliverables. Upon prior notice, the SUPPLIER shall grant the CUSTOMER or a person authorized by the CUSTOMER access to the relevant premises and shall provide all information and documentation required for the performance of such inspections/controls.

7.2 The Deliverables shall comply with the CUSTOMER's specified scope of work and shall be free from defects. The CUSTOMER shall be entitled to object to the quality and/or functionality of the Deliverables, as well as their packaging, immediately, i.e. even prior to delivery.

7.3 Upon prior written notice, the CUSTOMER or its authorized representative shall furthermore have the right at any time to audit the books, records, documents, facilities and production site relating to the Deliverables at the premises of the SUPPLIER or the manufacturer of the Deliverables.

7.4 In the event of an audit, the SUPPLIER shall grant the CUSTOMER or its authorized representative the access required to conduct such audit.

7.5 The SUPPLIER shall, in particular, comply with the requirements of the current Code of Conduct of the DOTTIKON ES Group (www.dottikon.com/en/investors/code-of-conduct/). Irrespective of any audit, the CUSTOMER is entitled to request and obtain information concerning water and energy consumption, as well as CO_2, NOx, VOC, TOC and other emissions relating to the Deliverables, the SUPPLIER and its suppliers.

8. Delivery Date and Consequences of Delay

8.1 The Deliverables are due on the agreed delivery date at the place of performance. The place of performance is at the address of the registered office of the CUSTOMER.

8.2 Partial deliveries require the consent of the CUSTOMER and must be clearly identified as such on the shipping documents.

8.3 If it becomes apparent that the SUPPLIER cannot meet agreed delivery dates or other delivery dates communicated between the parties, the SUPPLIER shall immediately notify the CUSTOMER thereof in writing. In coordination with the CUSTOMER, the SUPPLIER must take all measures necessary to restore compliance with the time schedule, including, for example, the deployment of additional personnel or arrange special shipments. Any resulting additional costs will not be reimbursed by the CUSTOMER.

8.4 If the agreed delivery dates are not met, the SUPPLIER shall owe the CUSTOMER a contract penalty of two per cent (2%) of the total order value for each commenced week of delay, limited to a maximum of fifteen per cent (15%) of the total order value. This contract penalty shall be payable irrespective of proof of actual damage and shall not preclude the assertion of any further claims for damages. The contract penalty may also be asserted after acceptance of the Deliverables, even if the CUSTOMER has not made a reservation in this regard.

9. Storage

9.1 The SUPPLIER agrees to store the Deliverables for a period of up to six (6) months at its own expense and risk if the CUSTOMER postpones the agreed delivery date.

10. Delivery, Transfer of Risk, Packaging, Customs Duties and Fees

10.1 Delivery shall be made (i) if SUPPLIER is domiciled outside of Switzerland DAP (Incoterms 2020), respectively (ii) if SUPPLIER is domiciled in Switzerland DDP (Incoterms 2020), each at Hembrunnstrasse 17, CH-5605 Dottikon, Switzerland.

10.2 Transfer of risk takes place at the place of performance. For deliveries and services involving assembly/commissioning, the transfer of risk only takes place after final acceptance by the CUSTOMER.

10.3 Packaging must be in accordance with standard commercial practice or, if applicable, in accordance with the legal requirements or CUSTOMER's specifications. The corresponding costs are already included in the Offer.

10.4 Deliveries shall be made with complete documentation, in particular including a delivery note and the complete order number.

10.5 If the Deliverables have not been correctly declared to customs by the SUPPLIER or its auxiliary personnel in the case of cross-border deliveries or services and this results in customs duties or taxes, the SUPPLIER shall bear the resulting costs in full.

11. Remuneration, Invoices and Payments

11.1 The SUPPLIER shall supply the Deliverables at a fixed price or at a price calculated on the basis of the costs incurred, with a maximum price limit/cost ceiling (in each case the "Price").

11.2 Invoices must be sent to the CUSTOMER's address, Accounting Department, or accountspayable@dottikon.com. Invoices must be sent separately. Partial invoices are only permitted if this is expressly stipulated in the order. VAT shall be listed separately. Invoices without an order number or without bank details, as well as invoices which do not comply with VAT or customs regulations, shall be deemed invalid.

11.3 Unless otherwise agreed, the payment term shall be sixty (60) days. Such term shall commence on the date on which the Deliverables have been delivered in full (including documentation) and without defects and the duly issued invoice has been received by the CUSTOMER.

11.4 The SUPPLIER may not assign or transfer any claims arising under the Agreement to third parties without the prior written consent of the CUSTOMER.

12. Notification of Defects and Remedial Action

12.1 The CUSTOMER is entitled to notify any apparent defects within sixty (60) days after the completion, delivery and acceptance of the Deliverables. In the case of hidden defects, the period is sixty (60) days from the date of discovery.

12.2 If the Deliverables do not correspond to the agreed specification or the expected quality, the CUSTOMER is entitled, at its discretion, to either (i) refuse to accept the Deliverables and demand the delivery of a defect-free replacement, (ii) withdraw from the Agreement, or (iii) accept the Deliverables and demand the free remedy of the defects or a reduction in the Price. The CUSTOMER is further entitled to have the defects in the delivered Deliverables remedied at the expense and risk of the SUPPLIER if the SUPPLIER does not remedy the defects within a reasonable period of time despite being requested to do so. If the defects in the Deliverables cannot be remedied, the CUSTOMER is entitled to return the Deliverables at the expense of the SUPPLIER, in which case the CUSTOMER's right to the delivery of defect-free Deliverables or to withdraw from the Agreement remains in any case.

12.3 The (even partial) payment of the Price does not constitute an acknowledgment by the CUSTOMER of the conformity of the Deliverables with the terms of the Agreement.

13. Warranty, Guarantee and Replacement

13.1 As a specialist, the SUPPLIER guarantees that the Deliverables during the guarantee period in accordance with Article 13.2 (i) correspond to the current state of the art, (ii) are free from defects which could impair their value or their suitability for the intended use, (iii) have the characteristics guaranteed and (iv) correspond to the specifications agreed in the order. The Deliverables must comply with the applicable laws and regulations in force at the place of performance (e.g. SEV, ChemG, SVTI, SUVA, EN) throughout the entire guarantee period.

13.2 The guarantee period is two (2) years from the date the Deliverables are fully delivered to the CUSTOMER respectively from the final acceptance of the Deliverables, if assembly/commissioning is provided for. For Deliverables which have been or are intended to be integrated into an immovable work in accordance with their intended use, as well as for hidden defects, the guarantee period is five (5) years.

13.3 If during the guarantee period it becomes apparent that the Deliverables or parts thereof do not meet the guarantee (Article 13.1), the SUPPLIER shall at its own expense remedy or have remedied the defects on site. If a complete remedy cannot be carried out within a reasonable time for the CUSTOMER or cannot reasonably be expected to be carried out, the SUPPLIER shall at its own expense deliver a defect-free replacement. If the SUPPLIER is not able or unwilling to repair the defects immediately or to deliver a defect-free replacement, the CUSTOMER shall be entitled to have the defects remedied or have them remedied at the SUPPLIER's expense or to procure a replacement. All additional costs, transport costs, travel expenses etc. shall be borne by the SUPPLIER.

13.4 In the case of replacement deliveries and repairs, the guarantee period (Article 13.2) shall start again from the time the Deliverables are returned/handed over to the CUSTOMER respectively from the final acceptance of the Deliverables, if assembly/commissioning is provided for.

13.5 In the case of technical Deliverables, the SUPPLIER ensures the availability and supply of the Deliverables and the associated spare parts in reasonable quantities for a period of ten (10) years following the last delivery (spare parts guarantee). The SUPPLIER shall be liable for any additional costs arising from replacement procurement or from a reduced term of use.

13.6 The SUPPLIER warrants that the delivery and use of the Deliverables do not infringe any third-party intellectual property rights (patents etc.).

13.7 The CUSTOMER shall have the unrestricted right to use, reproduce and otherwise dispose of reports, documentation and similar materials and may reuse them, in whole or in part, for its own purposes or for other purposes.

14. Withdrawal

14.1 (i) If the SUPPLIER is in default with the delivery or the performance of guarantee work, (ii) if it is already apparent before the delivery is due that the SUPPLIER will significantly exceed the delivery date, or (iii) if it can be foreseen during the course of manufacture that the Deliverables will not be suitable for use in accordance with the CUSTOMER's specifications, the CUSTOMER may withdraw from the Agreement without compensation to SUPPLIER, waive the delivery and claim compensation from the SUPPLIER for the additional costs (compensation for damages) incurred by the CUSTOMER. The SUPPLIER shall, at its own expense, take back the rejected Deliverables.

14.2 If individual parts of the Deliverables have already been delivered to and accepted by the CUSTOMER, only the payment for these parts is owed. If parts of the Deliverables have not been completed, the CUSTOMER may continue to use them at a reduced compensation in accordance with their degree of completion.

15. Insurance

15.1 The SUPPLIER must maintain business/professional liability insurance covering damages and consequential damages and shall, upon request, provide evidence of such insurance to the CUSTOMER. The minimum coverage limits of such insurance shall be

- CHF 10.0 million for personal injury and property damage
- CHF 5.0 million for financial losses

15.2 In the case of planning work, the SUPPLIER shall, in addition to the insurance required under Article 15.1, maintain insurance coverage for damage and defects in the planned structure with a minimum coverage limit of CHF 5.0 million.

15.3 Such insurance coverage must remain in force at least until the expiry of the guarantee period and shall include an extended coverage period of five (5) years.

16. Damages

16.1 The SUPPLIER shall be liable for all direct, indirect and consequential losses and damages resulting from delayed or defective performance.

17. Confidentiality

17.1 All information provided to the SUPPLIER for the manufacture of the Deliverables may not be used for any other purpose, reproduced or made available to third parties. At the CUSTOMER'S request, the SUPPLIER must immediately return all documents, including all copies or reproductions, and confirm in writing that this information is no longer available to the SUPPLIER and is no longer used by the SUPPLIER. The parties accept the use of information security solutions as part of the exchange of information.

17.2 The obligation of confidentiality also includes the order and all information related to it and its performance.

18. Data Protection

18.1 The CUSTOMER processes the personal data of the SUPPLIER, its employees and sub-suppliers in accordance with the purposes and categories listed at www.dottikon.com/privacy. In particular, this includes master data, communications data and contract data which are processed for the purpose of performance of contracts, business development, management and administration.

19. Force Majeure

19.1 Force Majeure within the meaning of this EPTC refers to any event beyond the reasonable and practicable control of a party, which could not reasonably have been foreseen or avoided and which prevent the affected party from fulfilling its contractual obligations or render such fulfillment unreasonable. Adverse or unfavorable weather conditions do not constitute Force Majeure.

19.2 Failure to perform any obligation under the Agreement due to Force Majeure shall not be considered a breach of the Agreement unless the affected party failed to take reasonable precautions, breached its duty of care, failed to take reasonable alternative measures to perform the obligation or failed to inform the other party immediately and fully.

19.3 In the event of failure to perform any obligation under the Agreement due to Force Majeure, the deadlines for performance shall be extended by the same period during which the affected party was unable to perform the obligation. In this case, the parties may agree on new payment terms or terminate the Agreement by mutual agreement. If performance of the obligation becomes impossible, the CUSTOMER shall owe no compensation.

20. Severability

20.1 Any gaps in the present contractual relationship shall be filled in accordance with the purpose of the Agreement.

20.2 If any provision of the Agreement should be determined to be unenforceable for any reason, it shall be modified in such a way that the purpose intended by the parties is achieved to the fullest extent possible under the applicable law.

20.3 If any provision of this Agreement is held to be invalid or void, the remaining provisions shall remain in full force and effect, provided that the entire Agreement remains reasonable and enforceable.

21. Document Hierarchy

21.1 In the event of conflicts between individual documents, the following document hierarchy applies

- Order including any order amendments by the CUSTOMER
- EPTC of the CUSTOMER
- The scope of work specified by the CUSTOMER (requirements, specifications, quality requirements, etc.)
- DOTTIKON ES Group Code of Conduct (https://dottikon.com/en/investors/code-of-conduct/)
- Order confirmation from SUPPLIER
- Offers of the SUPPLIER

22. Applicable Law and Jurisdiction

22.1 Swiss law shall apply, excluding conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is the registered office of the CUSTOMER.