

General Terms and Conditions of Purchase

1 Scope

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") shall form an integral part of any Contract (hereinafter referred to as "Contract") between Comexis GmbH and the contractor (hereinafter referred to as "Contractor") for the supply of materials, semi-finished products, mechanical and electrical components, apparatus, and the associated spare parts (collectively referred to as "Deliverables") as well as the provision of Services of any kind (hereinafter referred to as "Services").

2 Contract effectiveness and Contract variations

- 2.1 The Contract between Comexis GmbH and the Contractor (both jointly referred to as "Parties", individually as a "Party") is entered by the signing of the Contract document by both Parties or by a written order placement by Comexis GmbH to the Contractor and the receipt of the Contractor's written confirmation of acceptance by Comexis GmbH.
- 2.2 The Contract effective date shall be the value date of an agreed upon down payment. Otherwise, the effective date shall be the date stated in clause 2.1. All dates referred to in the Contract shall be relative to this effective date.
- 2.3 Comexis GmbH may withdraw from the Contract free of charge or liability if the contractor's confirmation of acceptance is not received within two weeks of the order date or if material provisions of the order are rejected.
- 2.4 Contract variations, Contract amendments, and change orders must be issued in writing and signed by both Parties to become binding and effective. The terms and conditions of the main order apply unless specific deviations are made.

3 Performance of Contract

- 3.1 The place of fulfilment shall be the office of Comexis GmbH in 5405 Baden, Switzerland, unless agreed otherwise or is apparent from the nature of the Contract. Deliveries shall be made DAP place of fulfilment (Incoterms, latest version). The Contractor undertakes to take out adequate transport insurance against loss of and damage to the delivery, as well as to deliver any documents required for customs clearance in good time.
- 3.2 All materials, semi-finished products and components shall be new and unused, fit for purpose, and shall meet all specified requirements.
- 3.3 With the exception of the purchase of raw materials, standard components and semi-finished products, any subcontracting of Deliverables and Services shall require the written consent of Comexis GmbH.

- 3.4 The scope shall include a complete product documentation, including test protocols, test certificates, technical descriptions, parts lists, spare parts lists, CE certificates, assembly and installation instructions, and O&M manuals as the case may be. Comexis GmbH and its customers are entitled to use the said documentation without restriction for the installation, operation, and maintenance of the Deliverables.
- 3.5 The approval or acceptance of documents by Comexis GmbH shall not relieve the Contractor of its responsibility and obligations under the Contract.
- 3.6 Deliveries shall be accompanied by a delivery note or a proforma invoice containing all order data as well as the order number and the quantity and designation of the items delivered.
- 3.7 The Contractor confirms that it is in possession of all necessary rights, permits and licenses for the manufacture and any (re-)export of the Deliverables or Services.
- 3.8 The Contractor warrants that all Deliverables and Services comply with the order specifications in terms of quality, quantity and required properties. In case samples or specimens are provided, all Deliverables must be at least be equal to these samples.
- 3.9 Subject to a notification period of three working days, Comexis GmbH shall be entitled to audit and inspect the Contractor's production facility, and/or to witness the internal acceptance tests of the Deliverables at the Contractor.
- 3.10 All Deliverables and Services shall be provided in full by the agreed delivery date. The Contractor shall immediately notify Comexis GmbH in writing of any delay as well as any hindrance due to missing inputs or from Comexis GmbH. He shall take all appropriate measures to prevent or minimise delays.

4 Prices and terms of payment

- 4.1 All prices stated in the Contract are firm and include packaging and transport cost.
- 4.2 Any price adjustment or option prices shall be subject to a written confirmation by Comexis GmbH. Any scope change shall be quoted prior to the start of its implementation and based on the terms of the Contract.
- 4.3 Invoices must be submitted together with all documents required for validation of the Deliverables or Services. Invoices shall not be deemed to have been received until all the required documents have been received.
- 4.4 Taxes, packaging cost, and transport costs shall be itemized separately on the invoice, as shall the costs for programming CNC machine tools, and for tools or other devices procured by the Contractor specifically for the performance of the Contract.
- 4.5 Unless otherwise agreed, the payment terms shall be 2% discount if paid within 14 days or 30 days net, counted from the date of receipt of the complete invoice by Comexis GmbH. Rebates or other agreed benefits shall be granted irrespective of the payment term selected by Comexis GmbH.

- 4.6 The hourly reports on the Services rendered on a time and material basis shall be submitted monthly and by the 7th of the following month at the latest. The signing of the reports by employees of Comexis GmbH shall not constitute an acceptance of the Services or an obligation to pay.
- 4.7 The Contractor may not assign any entitlements against Comexis GmbH to a third Party without obtaining the prior written consent of Comexis GmbH, which may not be unreasonably withheld.

5 Tools and devices

- 5.1 Tools and devices procured in accordance with clause 4.4 shall become the property of Comexis GmbH upon their payment. They may only be used at any time for the performance of the Contract and must be handed over to Comexis GmbH upon request after completion of the order.
- 5.2 Tools and devices provided by Comexis GmbH may only be used for the performance of the Contract and shall be returned to Comexis GmbH at the same time as the delivery without being requested to do so.

6 Transfer of risk and acceptance

- 6.1 Ownership and risk for Deliverables shall pass to Comexis GmbH upon delivery at the place of performance in accordance with clause 3.1, unless otherwise agreed in the Contract.
- 6.2 All Deliverables and Services shall be subject to an incoming inspection and formal acceptance by Comexis GmbH. Confirmation of receipt of a delivery does not constitute acceptance of the same. Comexis undertakes to inspect and advise in writing on the acceptance within fourteen days of the actual or the contractually agreed delivery date, whichever is later.

7 Warranty

- 7.1 Deliverables shall carry a 24-month warranty starting at the time of acceptance at the place of performance. For parts or components replaced under warranty, the warranty period shall start anew, but shall end no later than 36 months after the original acceptance.
- 7.2 The warranty for Deliverables shall include the repair or replacement of the defective parts including all transport costs from and back to the place of performance as well as any customs clearance and other associated costs. It is at the sole discretion of Comexis GmbH whether a rectification of a defect is accepted or whether the defective Deliverable has to be replaced.
- 7.3 The contractor shall assume, free of charge, the fiduciary collection and enforcement of the warranty for Deliverables (or parts thereof) procured from subcontractors.
- 7.4 The warranty for Services includes the creation or restoration of the contractual condition, namely the correction of faulty documents as well as the correction of

programming, configuration, or installation errors within a reasonable period. In addition, the Contractor shall also bear all travel and accommodation expenses of its personnel if the restoration of the contractual condition requires the deployment of his personnel to Comexis GmbH or its customers.

8 Intellectual property, data protection and confidentiality

- 8.1 Comexis GmbH reserves all rights to documents and information provided to the Contractor in connection with the Contract. The Contractor shall use these exclusively for the manufacturing and supply of the Deliverables and/or for the provision of the Services as the case may be.
- 8.2 The contractor undertakes to treat drawings, drafts, samples, specifications as well as all internal company information transmitted to him for the performance of the Contract as strictly confidential. The provisions of a confidentiality agreement signed between the Parties shall apply to all aspects of the Contract.
- 8.3 Documents, utility models, data carriers, and other physical objects provided to the Contractor shall be returned to Comexis GmbH immediately upon request. Electronically transmitted data and information shall be deleted upon request in such a way that they are no longer accessible to the Contractor's employees. Backup copies of data that are not directly accessible as well as documents whose retention is required by law shall be exempt from the obligation to return and delete data.
- 8.4 Surplus manufactured parts or components shall be handed over to Comexis GmbH along with the delivery of the Deliverables.
- 8.5 The contractor undertakes to treat all personal data provided for the execution of the Contract confidentially and to process it exclusively in accordance with the applicable privacy protection legislation laws. He agrees to the use of his personal data for the purposes of the Contract.

9 Contract Termination

- 9.1 In the event of delayed delivery of Deliverables or a delayed provision of Services and after expiry of a mutually agreed grace period, Comexis GmbH shall be entitled to terminate the Contract and to claim damages from the Contractor for non-performance. In this case, the Contractor is not entitled to any compensation.
- 9.2 Comexis GmbH may terminate the Contract, if the Contractor's performance becomes worthless due to a prolonged force majeure event such as strike or lockout, natural disaster, public unrest, or war. In this case, the Contractor shall be reimbursed for his expenses demonstrably incurred up to the time of termination. In return, the Contractor shall leave to Comexis GmbH all materials procured for the performance of the contract, work commenced, and the results of the Services rendered up to the termination date.
- 9.3 Comexis GmbH may terminate the contract in case the Contractor becomes insolvent or if bankruptcy proceedings are opened against it. In this case, the Contractor shall leave to Comexis GmbH all materials procured for the performance of the

contract, all work commenced, and all documents and results of the Services created under the Contract. Comexis GmbH shall also be granted an unrestricted right of use to such materials and results. The Contractor's entitlement for reimbursement of his proven expenses incurred up to the time of withdrawal shall be offset against the costs incurred by Comexis GmbH for engaging a third Party to fulfil the scope of the Contract.

10 Liability

- 10.1 The Contractor shall be liable for damage, excessive wear and tear or loss of tools, devices or other objects that provided to it by Comexis GmbH for the performance of the Contract.
- 10.2 The Contractor shall indemnify and hold harmless Comexis GmbH, its officers and employees from and against all liabilities, claims, expenses, loss and/or damage arising out of or in connection with the non-fulfilment of clause 3.7 or arising out of product liability associated with his Deliverables or Services.
- 10.3 By signing the contract, the contractor confirms to have a business liability insurance with a gross negligence waiver provision and a minimum coverage of
- a total cap of CHF 5,000,000
 - CHF 1,000,000 for processing and custody damage
 - CHF 1,000,000 for loss of use
- Otherwise, he undertakes to take out an appropriate insurance policy immediately or to adjust the policy accordingly.

11 Applicable law and place of jurisdiction

- 11.1 The Contract shall be governed exclusively by Swiss law. The place of jurisdiction shall be the registered office of Comexis GmbH.

12 Miscellaneous provisions

- 12.1 The contract shall be governed by the GTPC version valid on the effective date of the contract.
- 12.2 The Contract with the appendices and applicable documents mentioned therein, along with as these GTCP and any applicable confidentiality agreement, constitute the entire agreement between the Parties. There are no oral or written side agreements.
- 12.3 The Parties declare that the exchange of documents and information by e-mail fulfils all requirements for written form. Scanned signatures of persons authorised to sign are thereby expressly recognised as contractually binding.
- 12.4 Subject the provisions of clause 12.5 the Contract shall be binding on the signatory Parties and may not be assigned to a third party without the written consent of the other Party. Notwithstanding any consent given, however, the assigning Party shall remain jointly and severally liable for the performance of the Contract.

- 12.5 Notwithstanding the provision of the preceding Article, either Party may assign the Contract to a legal successor or a wholly owned subsidiary, subject to notifying the other Party in writing about such assignment.
- 12.6 In the event of contradictions between different contractual documents, their provisions shall apply in the following hierarchic order:
1. The Contract signed by both Parties including any enclosures and appendices
 2. The order document of Comexis GmbH
 3. These GTCP
 4. The request for proposal from Comexis GmbH
 5. The Contractor's offer
 6. Any contractor's comments in the order confirmation
 7. The Contractor's terms and conditions of sale or general terms
- 12.7 If and to the extent that any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. To the extent permitted by applicable law, the Parties agree in good faith to replace any such provision by a lawful provision having an economic effect as close as possible to the original provision.
- 12.8 The Contractor shall be obliged to notify Comexis GmbH immediately of any errors or deficiencies discovered in the contract, in particular with regard to the scope, to due dates and/or prices. Neither Party shall be obliged to comply with obviously erroneous or incorrect Contract provisions.
- 12.9 A Party's failure or delay to exercise a right or waiver of such right under the Contract does not constitute a waiver of the respective right. A waiver by either Party of any provision of the Contract shall not be effective unless in writing and duly executed by an authorised representative of the Party.
- 12.10 Changes in the law affecting the performance of the Contract shall entitle the affected Party to an appropriate adjustment of the scope of the contract, the Contract price, and the agreed dates.