

# General Conditions of Purchase of EFTEC AG

## 1. Scope

The following General Conditions of Purchase ("GCP") will apply to all contracts concerning the supply of goods and/or services concluded between us, EFTEC AG, and a third party ("Supplier"). These GCP will constitute an integral part of all requests for offers, offers, orders and individual contracts between us and the Supplier. The application of the Supplier's general contractual terms or its conditions of business is expressly excluded. In the event that the business correspondence of the Supplier (including business papers, e-mails, offers, order forms, delivery documentation, confirmations of receipt or invoices) contain any comparable reference to its general contractual terms or its conditions of business, these will have no legal effect for the purposes of the relationship between us and the Supplier, even if they are not objected to by us.

## 2. Conclusion of contract

The contract is deemed to have been concluded after we have issued our order in writing and the Supplier has confirmed its acceptance in writing within 5 working days. In the absence of a confirmation or rejection within 5 working days, or if the Supplier begins with the performance of the order, the order is deemed to have been accepted on the conditions mentioned therein. An order by telephone is deemed to have been accepted if the Supplier does not immediately reject it. Any and all amendments and supplements are only valid if they have been expressly confirmed by us in writing. Details in offers submitted by the Supplier only become a part of the contract if they are expressly repeated in the order. Offers from Suppliers are binding. Our orders and all corresponding commercial and technical details are to be kept confidential. The Supplier is only allowed to refer to the business relationship if we agree to it in writing.

Where reasonable, the Supplier is obliged to follow our proposed changes in relation to the scope agreed to under contract. In the event that the Supplier's costs change significantly as a result of an alteration proposed by us, the parties may agree to make a reasonable adjustment to the remuneration due to the Supplier. The Supplier must request any adjustment to the remuneration in writing no later than 5 working days after it became aware of the proposed change. If we do not receive a written request within this period, the remuneration may not be adjusted.

## 3. Prices

The prices underlying our orders are binding fixed prices. The statutory value added tax is not included in the price. Delivery conditions are agreed according to the applicable Incoterms 2020. Price changes and reserves are only binding if and to the extent that they are expressly accepted by us.

## 4. Invoicing, archival, payment conditions

A separate invoice is to be prepared for each delivery, giving our order number, order item and the relevant company address. Transport and packaging costs are to be stated separately. Invoices are not to be provided together with the delivery but sent separately.

Delivery is only then fulfilled when the documents designated as required in the order, such as e.g. inspection reports, inspection plans and certificates, and technical documentation are in our possession. These documents will be archived by the Supplier for at least 10 years and made available to us at no charge upon request. Balance payments can be retained by us until these documents are in our possession.

Payment will be made, provided that the contract has been duly fulfilled and the invoice's price and calculation are correct. In the event of incorrect delivery, we are entitled to retain payment until proper completion has taken place. Payments and implementation do not mean acceptance of deliveries and performance.

## 5. Delivery dates, delivery deadlines

All delivery dates and delivery deadlines are binding and must be adhered to by the Supplier; these will be deemed to have been complied with if the goods arrive at their destination on time. If the Supplier is aware of a potential delay, we have to be informed immediately. We have the right, if the required delivery dates and delivery deadlines and any potentially permitted extensions thereof are not adhered to, to reject later delivery or to withdraw from the contract. All our claims to full compensation for all losses and damages remain reserved in any case. Freight differences, e.g. in the event of freight or express goods, as a result of delayed despatch by the Supplier are for the account of the Supplier. Any demurrage charges for deliveries may only be passed on to us from the agreed delivery time onwards.

## 6. Volumes

The volumes determined in the order are to be adhered to. Trade customs will be taken into consideration. We are only required to accept partial deliveries to the extent that we have asked for them in writing. We reserve the right to place over-deliveries at the disposal of the Supplier against payment of the costs and expenses we have incurred and, in the event of under-deliveries, to insist on their completion.

## 7. Acceptance, examination of goods

Our payments are made on the basis of a brief examination of the goods on their arrival at their place of destination. As a more detailed examination of the goods with regard to quantity and quality is normally only made at a later point in time, our payments do not represent any recognition of quantity and quality. Our legal rights therefore remain under full reserve, even after examination and payment of the goods. This also applies if only part of the goods are paid for. Any costs for necessary samples, tests, etc. as a result of deliveries which are not in conformity with the order or are deficient are for the account of the Supplier.

## 8. Quality

The Supplier guarantees impeccable delivery in absolute compliance with the contract, the use of good raw materials and excellent condition of the goods suitable for their intended purpose. We can place unsatisfactory deliveries at the disposal of the Supplier and demand perfect substitution. Taking into consideration that for a large part of deliveries it is not possible to examine the agreed quality immediately, the Supplier agrees, by accepting the order, to accept a notice of defect even without adherence by us to a deadline for giving notices of defects; this also applies with regard to hidden defects (as per Articles 201, 367, 370 of the Swiss Code of Obligations). Reductions of the deadlines foreseen by law for guarantee claims will not be accepted by us. Claims for replacement or reduction (Articles 205 and 368 of the Swiss Code of Obligations) and full compensation for all losses and damages remain reserved in any case. We also reserve the right to retain payment fully or partially until, in case that we demand substitution, the Supplier has fulfilled its obligation to deliver substitute goods in perfect condition or until the situation with regard to replacement, reduction and payment of damages has been bindingly settled.

