

General Conditions of Purchase (GCP) of Emsodur AG

1. Scope of application

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") apply to all orders for goods and services placed by Emsodur AG (hereinafter referred to as "Emsodur") with Suppliers (hereinafter referred to as "Supplier").
- 1.2 The application of the Supplier's general terms and conditions of contract or business is hereby expressly excluded. If the Supplier refers to its General Terms and Conditions in its business transactions (e.g. in its offers, order confirmations, delivery documents, acknowledgements of receipt or invoices), these shall not be binding in the relationship between us and the Supplier, even without our express objection.
- 1.3 Deviating or supplementary terms and conditions of the Supplier shall only apply if Emsodur has expressly agreed to them in writing.

2. Ordering, conclusion of contract and discontinuation of production

- 2.1 Orders shall be placed in writing or in text form (e.g. by e-mail). Verbal orders must be confirmed in writing by Emsodur in order to be valid.
- 2.2 The Supplier is obliged to confirm the order in writing within 5 working days. If no confirmation is received within 5 working days, Emsodur shall be entitled to cancel the order. If the Supplier begins to fulfil the order even without confirmation, the order shall be deemed to have been accepted on the terms specified therein.
- 2.3 Amendments and supplements to the contract must be made in writing.
- 2.4 Our orders and all related commercial and technical details must be kept secret by the Supplier. The Supplier may only refer to the business relationship if we agree to this in writing.
- 2.5 The Supplier shall notify Emsodur in writing at least 6 calendar months in advance of the cessation of production of the performance results delivered to Emsodur in order to give Emsodur the opportunity to place a final order for the corresponding performance results.

3. Delivery, shipment and packaging

- 3.1 Delivery dates and delivery deadlines are binding and must be adhered to by the Supplier and are deemed to have been met if the goods have arrived at their destination on time.
- 3.2 Unless otherwise specified in the contract, the products shall be delivered in accordance with INCOTERMS 2020 DDP to the place of delivery specified in the contract or, if no other place of delivery has been specified, to the registered office of Emsodur.
- 3.3 The delivery time specified by Emsodur in the order is binding. The Supplier is obliged to inform Emsodur immediately in writing, stating the reasons and the expected delay, if it is foreseeable that agreed delivery times cannot be met. Partial deliveries or deliveries may only be made before the agreed delivery time with the prior written consent of Emsodur.
- 3.4 If the Supplier fails to perform or fails to perform within the agreed delivery time, Emsodur's rights - in particular to cancellation and damages - shall be determined in accordance with the statutory provisions.
- 3.5 If delivery is made earlier than agreed, Emsodur reserves the right to return the goods at the Supplier's expense. If the goods are not returned in the event of early delivery, they will be stored at Emsodur until the agreed delivery date at the Supplier's expense and risk. In the event of early delivery, Emsodur reserves the right not to make payment until the agreed due date.
- 3.6 Freight differences, e.g. in the case of freight or express goods, due to late despatch by the Supplier shall be borne by the Supplier.
- 3.7 Each consignment must be accompanied by a delivery note stating our order number and the ordering party, the description of the goods, the net and gross weights and the exact quantities. If this information is missing, acceptance may be refused. Partial and residual consignments must be labelled as such. Dispatch notes, consignment notes and accompanying documents must include at least our order number.

3.8 Loss and damage to goods due to defective packaging or incorrect transportation shall be borne by the Supplier, whereby defects due to transport shall only be borne by the Supplier if the Supplier is responsible for the transport (in accordance with the applicable Incoterms 2020).

4. Prices

4.1 The agreed prices are fixed prices and are exclusive of statutory VAT.

4.2 Price changes and reservations are only binding if they are expressly recognised by Emsodur.

5. Volumes

5.1 The volumes specified in the order must be complied with. Customary quantities/customs must be taken into account. Emsodur need only accept partial deliveries if they have been requested or confirmed by Emsodur in writing.

6. Invoicing, archiving and terms of payment

6.1 A separate invoice shall be issued for each delivery, stating our order number, order item and the respective business address. Transport and packaging costs shall be itemised separately.

6.2 Invoices may not be enclosed with the goods, but must be sent separately.

6.3 The delivery shall only be deemed to have been fulfilled when the documents requested in the order, such as test reports, test plans and certificates as well as technical documents, are in our possession. These documents shall be archived by the Supplier for at least 10 years and made available to Emsodur free of charge upon request. Residual payments may be withheld by us until we receive these documents.

6.4 Unless otherwise agreed, payment shall be made within 60 days of receipt of the invoice, subject to the proper fulfilment of the contract and the correctness of the invoice in terms of price and calculation.

6.5 In the event of defective delivery, Emsodur shall be entitled to withhold payment to a reasonable extent until proper fulfilment.

6.6 Our payments are made on the basis of a rough acceptance inspection upon receipt of the goods at the place of destination. As the more detailed inspection of the goods for quantity and quality usually only takes place at a later date, our payments do not constitute an acknowledgement of quantity and quality. Our legal claims in this respect therefore remain fully protected even after the goods have been inspected and paid for. This shall also apply mutatis mutandis if only part of the goods are paid for.

6.7 The costs for necessary samples, tests etc. as a result of delivery not conforming to the order or defective delivery shall be borne by the Supplier.

7. Quality and warranty

7.1 The Supplier warrants that the delivery is absolutely in accordance with the contract and free of defects, that good raw materials are used and that the goods are in good condition and suitable for the intended purpose.

7.2 We may make defective deliveries available to the Supplier and demand a faultless replacement. In view of the fact that it is not possible to check the agreed quality immediately for a large proportion of deliveries, the Supplier recognises a notice of defects by accepting the order even without our observing a notice period; this also applies to hidden defects (cf. Articles 201, 367, 370 of the Swiss Code of Obligations).

7.3 We do not recognise reductions in the statutory periods for the assertion of claims for material warranty. We reserve the right to claim cancellation or reduction (Articles 205 and 368 of the Swiss Code of Obligations) as well as full compensation in all cases. We also reserve the right to withhold payment in whole or in part until, if we demand compensation, the Supplier has fulfilled his obligation to deliver faultless replacement goods or until the situation with regard to cancellation, reduction and compensation has been clarified in a binding manner.

8. Sub-forgiveness

8.1 The subcontracting or subcontracting of our orders to third parties without our written consent is prohibited. Any violation of this provision shall entitle us to withdraw from the contract without notice or to waive the Supplier's performance in whole or in part without compensation. We reserve the right to claim damages.

9. Confidentiality and data protection

9.1 The Supplier undertakes to treat all information that it receives in connection with the business relationship with Emsodur as confidential.

9.2 All documents made available to the Supplier such as drawings, delivery, testing and manufacturing instructions as well as samples and tools are part of our order and become binding for the Supplier upon acceptance of the order. These are our property and may not be copied, reproduced or disclosed to third parties without our written consent. They must be returned to us intact at our first request or upon delivery of the goods. This obligation shall also apply after termination of the business relationship.

9.3 The parties may exchange personal data for the conclusion and fulfilment of the contract. This data concerns contact information (such as name, position, location, telephone number, e-mail address or other communication data) of persons involved in the contract on the part of the Supplier, Emsodur or a third party. Each party is a responsible party.

9.4 The Supplier undertakes to transmit and process personal data in accordance with the applicable data protection provisions (in particular Swiss data protection law and the EU General Data Protection Regulation) and with the necessary expertise, care and diligence.

10. Safety regulations

10.1 If the Supplier provides its services on Emsodur's premises, it must comply with Emsodur's instructions and safety regulations as well as the house rules.

11. Inspection and testing

11.1 During the term of the contract and for a period of 3 years after termination of the contract, Emsodur may, at its own discretion, inspect and audit the facilities, books, financial records and data protection and information security management of the Supplier or have them inspected and audited to verify the Supplier's compliance with the terms of the contract and these GPC.

12. Legal warranty

12.1 The Supplier warrants that the goods delivered by him do not infringe any intellectual property rights and other statutory provisions and that no claims can be made against us by third parties arising from the use of the goods and their sale. In the event of claims by third parties, the Supplier shall fully indemnify us against all claims and, at our request, support or represent us free of charge in negotiations and legal disputes.

13. Place of jurisdiction and applicable law

13.1 The competent courts at our registered office shall have exclusive jurisdiction for all disputes arising from or in connection with the contract or these GPC. However, we are also entitled, at our discretion, to bring an action at the Supplier's registered office.

13.2 The contract and these GPC and all disputes arising in connection therewith shall be governed by substantive Swiss law without regard to the principles of conflict of laws and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).