



GENERAL TERMS AND CONDITIONS FOR PURCHASE

This instrument constitutes a Purchase Order (hereinafter referred to as “PO”) of goods (hereinafter referred to as “the Goods”), issued by any affiliate of Aiger Group AG in the capacity of buyer (hereinafter referred to as “the Buyer”) to the seller of the goods (hereinafter referred to as “the Seller”).

Each PO shall be numbered and shall consist of a Specific part describing the goods and of the present General Terms and Conditions for Purchase. Each PO shall constitute the complete agreement between the Buyer and the Seller in relation to the above and it shall substitute all previous oral or written agreements and arrangements between the parties in relation to the Goods. Concerning the above no general conditions of Seller shall be applied regardless of where they are contained.

The Seller can accept or reject the PO within 3 (three) days of its receipt. If the Seller has not made any statement within this period, it shall be deemed that the Seller accepts the PO in the quantity and under the conditions specified in it.

This instrument cannot be changed or modified except with the written consent of both parties. The term “Goods” shall refer both to the provision of products and to the rendering of services. Upon confirming a PO the Seller shall agree with the above and the following terms and conditions except where otherwise stipulated in the specific PO:

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1. The Seller warrants and guarantees that he is the owner of the Goods and that the Goods :

- ✓ Correspond to all specifications in the PO. If no specifications are provided, the Goods shall comply with the standard specifications for this kind of Goods as well as with the applicable regulatory requirements.
- ✓ Do not have any defects in their design, workmanship or materials.
- ✓ Are suitable for their typical commercial use.
- ✓ Are not charged, pledged or otherwise have any encumbrance, and there are no third party's rights upon them.
- ✓ In case of PO when the Seller has provided samples to the Buyer, the Goods to be delivered shall correspond to and comply with the samples previously approved by the Buyer.

2. In case the Goods purchased are services, the Seller guarantees that:

- ✓ He will render the services with high quality, due care and know-how according to the requirements of the Buyer.
- ✓ He will provide for qualified personnel who will render the services in good time and with high quality.

3. The Seller provides guarantee for each and every Good. In the event of legally stipulated guarantee period, the period provided by the Seller cannot be shorter than the one provided by the law. The Seller is responsible to correct all defects, which occurred during the guarantee period, within the shortest practically possible time after being informed about them by the Buyer. In case of replacement of Good and/or its individual components, the Good and the components delivered as replacement shall comply with the agreed specifications or to be with identical or better characteristics and functionalities than the replaced ones.

4. The Seller guarantees that he owns entirely the intellectual property rights, including the right of transfer, over the Goods and the sale and/ or use of the Goods do not violate any intellectual property rights of third parties. Each and every Good, which the Seller provides to the Buyer shall comply with all applicable environmental protection standards in accordance with the applicable national legislation and international standards.

5. The Seller must prepare for dispatch all Goods of the PO at the same time and inform the Buyer in writing concerning the dimensions and weight of the shipment. The Seller shall pay all expenses for the appropriate packaging and safety ensuring of the Goods and for guaranteeing their integrity and intactness during transportation. The Goods of each PO must be separately packed and the number of the PO is to be clearly and accurately displayed in a conspicuous position. Any costs resulting of loss, damage or delay due to failure to address, mark, pack or deliver correctly will be chargeable to the Supplier's account. All Goods that are to pass through international borders must be delivered under terms of delivery FCA-FREE CARRIER (according to INCOTERMS 2020), except where otherwise specified in the PO.

6. The Seller shall prepare the Goods for dispatch at the time and place as stipulated in the relevant PO. In case of delayed delivery the Buyer can cancel the relevant PO without any obligations or liabilities to the Seller, even when the Goods have already been shipped. On the other hand, the Buyer can allow the Seller additional time for making the relevant delivery without waiving its right to compensation for damages incurred because of the Seller. The Buyer shall retain the right to file claims for damages against the Seller in case of delayed delivery and in the event of any defects on behalf of the Seller under this agreement that lead to financial damages for the Buyer. The amount of such claims for delay can be within 0,5 % per day of the total amount of the relevant PO.

7. Without prejudice, the Buyer can reject any Goods delivered by the Seller in excess of the quantities as specified in the PO within 30 days of their delivery. The Buyer will not be responsible for any goods supplied or services rendered unless covered by its official Purchase Order, signed by authorized Buyer's personnel. Any alteration in quantity, quality, specification, price and/or conditions must be confirmed by the Buyer in writing.

8. Together with the Goods the Seller shall provide all relevant quality inspection documents and test protocols as well as documentation certifying that the Goods are designed and manufactured according to the harmonised European standards. The Buyer reserves the right after delivery to inspect through various methods all Goods. The Buyer shall return for full credit any Goods which prove to be outside specification and/or the applicable standards in any respect. Rejected goods are not to be replaced without Buyer's written permission. The Goods delivered shall be accompanied by documentation, necessary for installation, starting, usage and maintenance of the Buyer and his employees. The documentation shall contain written instructions which are understandable for qualified personnel.

9. At the request of the Buyer, the Seller is responsible to ensure proof for the origin of the Goods delivered and/ or to assist the Buyer by supplying all necessary documents for this purpose.

10. Receipt or payment for the Goods under the current PO on behalf of the Buyer, shall not be deemed acceptance of said Goods. The Buyer can give notification of goods not corresponding to the specifications within 90 days from receipt of the Goods. The Seller shall reply in writing to such notification no later than three working days upon receiving it. Without limitation to any other legal rights of the Buyer, the Buyer can cancel the current PO in whole or partially or can request the Seller to replace or repair any or all the Goods at the Seller's expense should any of said Goods not comply with the terms and conditions of the current PO.

11. If the Buyer cancels the current PO or rejects or returns any part of or all the Goods pursuant to the Buyer's rights under current terms herein, then the Buyer shall not have any obligations to the Seller except to allow Seller to collect the rejected or returned Goods at a time and location as specified to the Seller by the Buyer. The Buyer can file claims against Seller for reasonable storage costs paid.

12. The Buyer shall be entitled to inspect and audit the production premises and processes of the Seller. In case the Buyer determines that the quality of Goods in the process of production does not correspond to the standards included in the PO or should the Buyer determine that the Seller will not deliver the Goods on time, the Buyer can cancel the relevant PO at any time entirely or partially preserving all of its legal rights in relation to the Seller.

13. The Seller agrees that without the prior written consent of the Buyer, the Seller shall not copy, reproduce, distribute or sale, directly or indirectly, any materials (including but not limited to goods, drawings, documentation) and intellectual property (patent, trade marks, copyright, logo or design) which belong to the Buyer. The Seller, its representatives and employees shall preserve the confidentiality of any information and materials received by or provided for Seller in relation to the products and business activities of the Buyer (including personal data of its employees).

14. All the information contained in this PO and the related to it correspondence shall be treated as confidential and the Seller guarantees that he has instructed all his employees entrusted with the performance of the tasks to treat the information as confidential. The Seller cannot disclose to third parties the information received by the Buyer in any ways or on any means without the prior written permission of the Buyer. All the information and data provided by the Buyer to the Seller shall be used only for the purpose of executing the present PO. The Seller shall not use the name of the Buyer for advertising, announcements or in any other way without the prior written approval by the Buyer.

15. The Seller must submit to the Buyer an invoice in compliance with all active statutory instruments, simultaneously with the receipt of the Goods. Such invoice shall have the PO number clearly specified in a conspicuous position. If the invoices are not duly prepared, or contain mistakes and/or omissions with respect to the content or the value of the invoice, then the amount payable under these invoices shall not be due until the invoices are not corrected. The Buyer is entitled to return to the Seller incorrect invoices at any time. The Buyer shall make the payment via bank transfer within 30 days from the date of receipt of the Goods and a correct invoice except where otherwise specified in the PO. In the event of delayed payments by the Buyer, the Seller shall be entitled to file the same claims as specified in paragraph 6 herein.

16. Any modification of the current PO on behalf of the Seller shall be immediately announced to the Buyer in writing. The Buyer, without any obligation to the Seller, shall retain its right to accept or reject such modification and cancel the relevant PO.

17. If the Seller offers more favourable conditions and/or better prices to other buyers for the same Goods, then the Seller is obliged to offer these terms and conditions to the Buyer with respect to this PO and any pending PO of the Buyer.

18. The Seller shall not transfer any receivables and/or rights against the Buyer, arising out of or related to the present PO.

19. Without prejudice to the other rights of the Seller under this PO and under the law, the Buyer has the right to terminate this PO with one-week termination notice when: (i) insolvency or liquidation proceedings are initiated with respect to the Seller, as of the date of the respective court decision, (ii) the ownership over the assets of the Seller is transferred to a mortgagee or enforcement proceedings are initiated against them, (iii) the Seller ceases performing its activities.

All trade relations between the Buyer and Seller in relation to the current PO shall be governed and construed according to the law of Switzerland. All disputes concerning the current PO shall be referred to the jurisdiction of ordinary courts in Switzerland.