

Prozess:

2.4.2 Acquisition

RL (Directives):

Guideline on the General Terms and Conditions for Procurement**1. Scope**

1.1 These GTC apply to all procurement activities of Polytype Holding AG, Polytype AG and Polytype Immobilien AG (referred to as the 'buyer', regardless of the nature of the transaction).

Following initial agreement, they also apply to any subsequent orders which are agreed without direct reference to the GTC, provided one of the contracting parties does not declare the exclusion of these contractual terms and conditions in writing.

The contracting partner (the 'supplier') is responsible for ensuring that the GTC are communicated to any third parties (subcontractors) it engages and that such third parties comply with the GTC.

1.2 Only the terms and conditions that have been communicated/agreed in writing are binding for both parties (buyer/supplier).

1.3 If a contract has not been concluded (written order from the buyer/any written order confirmation from the supplier or in the case of a written contract, signed by both parties), withdrawal from contractual negotiations is possible for both parties without any financial consequences.

2. Quotes

2.1 The buyer requesting a quote requires the supplier to submit a free quote as a specialist. The quote must be based on the buyer's descriptions, requirements and objectives and must explicitly refer to any deviations. The supplier acknowledges that it has a duty to provide information to the buyer.

2. If the supplier does not explicitly provide a time limit for its quote, it is binding until withdrawn.

3. Ordering

3.1 The buyer places orders in writing.

3.2 All orders are placed exclusively on the basis of these GTC as an integral part of the order.

3.3 If the conclusion of the contract is made conditional on an order confirmation from the supplier (e.g. if changes are made to the order when the order is placed),

the buyer is only bound to this if the order confirmation does not contain any deviation from the order.

4. Pricing

4.1 Unless otherwise agreed in writing, the prices stated shall be deemed to be fixed.

4.2 If any subsequent changes are made to the delivery or order, the supplier shall submit to the buyer a written offer regarding the change and the impact of this change on pricing. The change is deemed to have been agreed upon if the buyer declares acceptance of this offer in writing.

5. Delivery period and consequences of delays

5.1 Delivery is due on the agreed delivery date at the destination.

The agreed delivery date is deemed a fixed date, i.e. if there are any delays, default automatically occurs unless the parties have agreed otherwise in writing.

5.2 Unless the parties have agreed otherwise in writing, a contractual penalty shall be payable in the event of late delivery. This shall amount to 1 percent of the price of the delayed delivery per week of delay from the occurrence of the delay, but shall not exceed 7.5 percent of the price of the delayed delivery.

If a partial delivery is delayed, the contractual penalty shall be calculated based on the price of all goods or services to be provided by the supplier, the application of which is impaired by the default in respect of the partial delivery.

The buyer's claims for damages remain reserved.

5.3 The supplier may only invoke the failure of the buyer to provide necessary services if the supplier has requested them in a timely manner.

5.4 Partial deliveries and early deliveries are only permitted by agreement.

6. Transportation, assumption of risk, insurance and packaging

6.1 Transportation to the destination is included in the price unless otherwise agreed in writing.

6.2 Risk shall be transferred on delivery at the destination, unless otherwise agreed in writing.

6.3 The supplier is responsible for taking out transport insurance unless otherwise agreed in writing.

6.4 The supplier bears full responsibility for proper packaging. The supplier must draw attention to the need to take special care when removing auxiliary structures or similar structures.

7. Warranty, product liability

7.1 As a specialist, the supplier guarantees that the delivery item does not have any defect that would impair its value or suitability for the intended use, that it has the guaranteed properties and corresponds to the required performance and specifications.

The delivery item must comply with the public law provisions of the place where the delivery item or the final product of which it is intended to be a component is used. In particular, the supplier must, on delivery, provide the buyer with the declarations of conformity required by EU directives without being asked to do so.

7.2 The warranty period within the meaning of a complaint period lasts for 24 months from successful commissioning, application, etc.

During these periods, the buyer may complain about defects at any time. The statute of limitation for claims arising from a warranty for defects is governed by the relevant provisions of the Swiss Code of Obligations (Obligationenrecht, OR).

7.3 If the delivery or parts thereof do not meet the warranty requirements according to section 7.1 above, the supplier is obliged to repair the defects or have them repaired on-site at its own expense. If complete corrective action to remedy the defect cannot be expected within a period convenient for the buyer, the supplier shall deliver and install a defect-free replacement. If the supplier is unable to remedy the defect immediately or to deliver or install a replacement, the buyer is entitled to repair the defects itself or have them repaired or to procure replacements at the supplier's expense.

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Transport costs and any travel expenses for warranty work shall be borne by the supplier.

7.4 In addition to the claims pursuant to section 7.3 above, the buyer may also choose to exercise the right to rescission or reduction of the purchase price within the meaning of the Swiss Code of Obligations.

7.5 The supplier shall be liable for subcontractors as it is for its own performance.

7.6. The same guarantee as described in sections 7.1 to 7.5 above shall apply to all replacement deliveries and repairs.

7.7 The supplier shall support the buyer in defending against any product liability claims. If the claim is attributable to the delivery item, the supplier shall fully indemnify the buyer. In this case, the supplier shall, at the request of the buyer, also be obliged to cover the expense of any legal proceedings.

8. Product monitoring

8.1 The supplier shall monitor the usability of the delivery item independently of the buyer. It shall immediately report to the buyer any observations that recommend a warning or recall.

8.2 The supplier shall indemnify the buyer in the event of a warning or recall caused by the goods delivered.

9. Consequences of default, withdrawal

9.1 If the supplier is in default with regard to delivery or warranty work in accordance with section 7.3 and, for deliveries without a fixed date, a reasonable grace period has passed without fulfillment, the buyer may waive the delayed performance and claim damages in accordance with the positive contractual interest or withdraw from the contract and claim damages in accordance with the negative and/or positive contractual interest.

9.2 If it becomes apparent before the delivery is due that the supplier will exceed the delivery date, the buyer may exercise its rights pursuant to Art. 91 above at that time.

9.3 The buyer also has the option of withdrawing from the contract if

during the course of production it can be clearly foreseen that the delivery item will not be

suitable. In this case, the buyer's claims for damages remain reserved, analogous to section 9.1 above.

10. Right to inspect

The buyer is entitled to monitor the progress of the work.

The supplier's obligations to fulfill the contract are neither altered nor restricted thereby.

11. Legal warranty

The supplier is liable for ensuring that the delivery and use of the delivered items do not infringe any third-party intellectual property rights (patents, designs, models, etc.). If necessary, the supplier shall fully indemnify the buyer and, at the buyer's request, shall assume full responsibility for the conduct of proceedings to defend against such third-party claims at its own expense.

12. Insurance

The supplier is obliged to take out and maintain comprehensive general liability insurance at its own expense, including product and public liability insurance, with a waiver of its right to recourse. The sum insured must total at least CHF 1,000,000 per event and CHF 2,000,000 per year. The supplier must provide the buyer with proof of insurance, policy numbers and end dates for the insurance taken out to prove that such insurance exists. The supplier shall provide the buyer with at least thirty (30) days' written notice in the event of any cancellation or material change to the supplier's insurance policy.

13. Setting-up

If the supplier is also obliged to carry out any setting-up, this shall be included in the delivery price unless a separate agreement has been made in writing.

14. Work at the buyer's premises

When carrying out work at the buyer's premises, the buyer's safety instructions must be followed in addition to these general terms and conditions.

15. Drawings and operating instructions

Before production begins, working drawings must be provided to the buyer for approval on request. Approval by the buyer does not release the supplier from its contractual obligations, in particular from its responsibility for functional suitability and feasibility. The final working plans, maintenance and operating instructions as well as spare parts lists for proper maintenance of the delivery shall be provided to the buyer free of charge on delivery.

16. Confidentiality

16.1 All information, drawings, etc. that the buyer provides to the supplier for the manufacture of the delivery item may not be used by the supplier for other

purposes, whether its own or those of third parties, nor may they be reproduced or made available to third parties.

Such a transfer shall not create any rights other than those necessary for the performance of this contract. Any copyrights remain with the buyer. On request, all documents, including all copies or reproductions, must be returned to the buyer immediately.

If delivery does not take place, the supplier must hand over the documents to the buyer without being requested to do so.

16.2 The supplier shall treat the order and the associated work or deliveries as confidential.

16.3 The buyer shall treat technical documents of the supplier or its subcontractors as confidential. They shall remain the intellectual property of the supplier or its subcontractors.

16.4 In the event of a breach of the provisions of sections 16.1, 16.2 and 16.3 above, the offending party shall owe the other party a contractual penalty amounting to 15 percent of the contractual value or a minimum of CHF 10,000 per breach. Payment of this contractual penalty does not release the party from the obligation to continue to comply with the obligations set out in sections 16.1, 16.2 and 16.3 above. The right to claim damages exceeding the contractual

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penalty remains reserved, where the burden of proof is on the claimant.

Mandatory legal provisions remain reserved.

17. Payment terms

Unless otherwise agreed in writing, payment shall be made at the end of the calendar month following receipt of invoice.

Any offsetting against counterclaims remains expressly reserved.

21.2 The place of performance and exclusive jurisdiction for any disputes shall be the **place of the buyer's registered office.**

18. Advance payments

In the case of advance payments, the supplier must, on request, provide appropriate security (e.g. a bank guarantee) and interest, unless otherwise agreed.

19. Force majeure

19.1 The contracting parties shall not be liable for any non-fulfillment of contractual obligations caused by force majeure. 'Force majeure' refers to circumstances that occur after the conclusion of the contract and are unforeseeable and objectively unavoidable.

19.2 The contracting party invoking force majeure shall be obliged to notify the other party of its occurrence and expected duration immediately in writing. Otherwise, it cannot invoke force majeure.

19.3 On request, the supplier shall provide the buyer with a certified confirmation of the circumstances it considers to be force majeure.

19.4 Even in the event of force majeure, the right of withdrawal within the meaning of section 9 of these GTC remains reserved.

20. Exclusion of the validity of GTC other than these GTC

Apart from these GTC, which are the sole determining factor for the legal relationship between the supplier and the buyer, no other GTC are legally valid.

21. Applicable law and jurisdiction

21.1 The legal relationship between the buyer and the supplier shall be governed by the provisions of any individual contract, these GTC and additionally by relevant Swiss law, in that sequence.

If there are any contradictions, priority shall be determined by the order of the above sequence.