

I. General Scope

(1) The present General Terms and Conditions of Purchase (GPC) apply to all business relationships with our business partners and suppliers ("Contractor"). The GPC shall only apply if the Contractor is (a) a natural or legal person acting in the exercise of their commercial or independent professional activity when concluding a legal transaction, (b) a legal entity under public law or (c) a special fund under public law.

(2) The GPC shall apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the Contractor manufactures the Goods itself or purchases them from suppliers and services. Unless otherwise agreed, the GPC in the version valid at the time of the buyer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case. The General Terms and Conditions of Purchase of Röchling Industrial Weinfelden AG, which are available at <https://www.roechling.com/de/industrial/weinfelden/gtc>, have been read and accepted by you. The provisions form an integral part of this contract. On request, we will be pleased to send you the provisions in paper form or electronically.

(3) These GPC shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Contractor shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we accept the Contractor's deliveries/services without reservation in the knowledge of the Contractor's General Terms and Conditions.

(4) Individual agreements made with the Contractor in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GPC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

(5) Legally relevant declarations and notifications to be made to us by the Contractor after conclusion of the contract (e.g. setting of deadlines, reminders,

declaration of cancellation) must be made in writing to be effective. Insofar as these terms and conditions require written declarations, e-mail, fax, computerised printouts or electronic declarations shall also satisfy this form within the scope of customary practice. Statutory formal requirements and further evidence, in particular in case of doubt about the legitimisation of the declaring party, remain reserved.

(6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GPC.

II. Conclusion of the contract

(1) Our order shall be deemed binding at the earliest upon written submission or confirmation. The Contractor shall notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The Contractor is obliged to confirm our order in writing within a period of 3 working days or, in particular, to fulfil it without reservation by dispatching the goods (acceptance).

(3) Delayed acceptance shall be deemed a new offer and requires acceptance by us.

(4) If the Contractor has an ongoing business relationship with us, it shall be obliged to inform us immediately in writing if it intends to make product or process changes in relation to products purchased from us. This duty to inform shall also apply if a product or process change serves the purpose of technical progress.

(5) We may, within the bounds of reasonableness, require the Contractor to make changes to the design and execution of the delivery item even after conclusion of the contract. In this case, the effects shall be reasonably agreed by both contracting parties, in particular with regard to additional or reduced costs and delivery dates. Co-ordination meetings during order processing between the contractors working on this order must generally be recorded and submitted to us.

(6) All correspondence must contain our order number as well as the project number (if available), the material number and the contact person in Purchasing; if this is omitted, we shall not be responsible for delays in processing.

III. Period of delivery and delayed delivery

(1) The delivery time specified by us in the order is binding. If the delivery time is not specified in the order and has not been agreed otherwise, the ordered goods shall be delivered as soon as possible and at delivery times customary in the industry after conclusion of the contract. The contractor is obliged to inform us immediately in writing if he is unable to meet agreed delivery times - for whatever reason.

(2) The Contractor shall only be authorised to deliver early if we give our consent, whereby early payment shall not be due. Any foreseeable exceeding of the agreed delivery period or delay in the service or its quality not in accordance with the contract shall be deemed to be a breach of contract.

- We must be notified immediately of any cancellation of performance, regardless of whether it is due to reasons for which the Contractor is responsible or not, and our decision must be obtained. The Contractor shall bear the procurement risk for its services unless otherwise agreed in individual cases. The Contractor shall be responsible for ensuring that it has all the necessary primary materials with regard to the agreed delivery period and that it has planned its production deadlines so carefully, taking into account its production capacity and current order situation, that punctual delivery to the receiving centre specified by us is guaranteed. The objection of a lack of self-supply is irrelevant for the occurrence of a delay in delivery.

(3) The timeliness of deliveries or subsequent fulfilment shall be determined by the date of receipt at the place of receipt specified by us. The date of acceptance shall apply to the timeliness of deliveries with installation or assembly and of services. The unconditional acceptance of the delayed delivery/service does not constitute a waiver of claims for compensation.

(4) Unforeseeable and uninfluenceable events, such as natural disasters, acts of war

and blockades, which make the timely fulfilment of the contractual obligations wholly or partially impossible or significantly more difficult, shall release the Contractor from the performance of the contractual obligations for the duration and scope of their effects (force majeure). The Contractor shall in any case endeavour to the best of its ability to remedy the disruptions preventing performance. If, due to such events, the Contractor is unable to fulfil the order for a continuous period of 2 months, we may withdraw from the contract in whole or in part. The contracting parties must notify each other of the occurrence and termination of such events without delay (no later than 5 working days after the occurrence or termination of the event) and provide evidence thereof at our request. Failure to notify us immediately of force majeure events shall entitle us to refuse to recognise them. The cancellation of parts that determine the deadline is not a case of force majeure. These provisions shall also apply to us in the opposite case.

(5) If the Contractor does not perform its service or does not perform it within the agreed delivery period or is in default, our rights shall be determined by the following provisions

- in particular to cancellation and compensation for damages - in accordance with the statutory provisions. The provisions in Article III, Clause 6 remain reserved.

(6) If the Contractor is in default, we may demand a contractual penalty in the amount of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the goods delivered late or services rendered late. We reserve the right to claim fulfilment and to assert further damages. If we accept the delayed performance, we shall assert the contractual penalty at the latest with the final payment. If the corresponding reservation is not made when accepting the deliveries, services or subsequent fulfilment, the contractual penalty can still be asserted if the reservation is declared by the time of the final payment.

(7) If the delivery is made to an address that does not correspond to the delivery address specified by us, we reserve the right to demand transport to the agreed delivery address within one week. Alternatively, we are entitled to carry out the transport ourselves without further notice and to claim

reimbursement of expenses from the contractor.

IV. Performance, delivery, passage of risk, delayed acceptance

(1) The Contractor is not authorised to have the service owed by it performed by third parties (e.g. subcontractors) without our prior written consent. Any violation shall entitle us to withdraw from the contract in whole or in part and to claim damages.

(2) Unless otherwise contractually agreed, all transport shall be free of charge (and, if necessary, duty paid, including all ancillary costs) to the receiving centre designated by us. The designated place of receipt is the place of fulfilment for the delivery and for any subsequent improvement (obligation to deliver). The Contractor shall select the packaging and means of transport with the care of a forwarding agent, taking into account any susceptibility to damage of the goods to be delivered, and shall comply with all relevant packaging and shipping regulations. Additional costs due to non-compliance with shipping instructions shall be borne by the contractor. If transport insurance is required in individual cases and is to be paid for separately by us, all details must be agreed in writing with our Purchasing Department prior to conclusion. Each despatch must be preceded by a despatch note, which must show our order and project number, an exact description of the type, quantity and - if customary in the trade - weight of the goods to be delivered. Partial and residual deliveries must be labelled as such in the accompanying and shipping documents.

(3) We shall be entitled to return packaging and pallets and to charge the Contractor for their usual value and the return freight.

(4) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), contents of the delivery (our article number and quantity) and our order identification (date and number) as well as the project number and internal unloading location (if available). If the delivery note is missing or incomplete, we shall not be liable for any resulting delays in processing and payment.

(5) The Contractor shall bear the transport risk - even if the goods to be delivered are collected by us or dispatched at our request. Transfer of risk shall take place upon

handover at the place of fulfilment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In the event of default of acceptance, the risk shall also pass to us before handover (Art. 376 para. 1 of the Swiss Code of Obligations (CO)).

V. Prices and terms of payment

(1) The price stated in the order is binding, is to be understood as a fixed price and excludes subsequent claims and price increases. If no prices are stated in the order, the Contractor's current list prices shall apply with the usual commercial deductions. All prices are inclusive of statutory value added tax, unless this is shown separately.

(2) Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

(3) Invoices must contain our order number as well as the project number (if applicable), the exact description of the goods to be delivered (including quantity/possible weight), the delivery date and the agreed due date for payment, as well as the separate listing of prices and VAT; we may reject invoices that do not meet the aforementioned requirements. All other documents, in particular proof of delivery, must be made available to us on request.

Payment shall not be due until we have received an invoice containing the above information and the delivery specified therein has come into our immediate possession.

(4) Payments shall not constitute recognition of the deliveries or services as being in accordance with the contract.

(5) Unless otherwise agreed, the agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Contractor shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfers, payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.

(6) We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.

(7) Agreed down-payments may be made dependent on the presentation of a joint and several guarantee on first demand from a third party recognised by us as creditworthy. The third party must ensure reimbursement of the down-payment in the event of non-performance or performance not in accordance with the contract. The costs for the provision of guarantees shall be borne by the contractor.

(8) We or our authorised representatives and, if stipulated in individual contracts, also our customers or their authorised representatives, are entitled (in particular if an down-payment has been made in accordance with clause 5.7) to inspect the progress of manufacture and compliance with contractually stipulated requirements for the quality of the products on the Contractor's business premises and those of its subcontractors. This applies to the quality of the equipment and the materials used to manufacture the products as well as to the completeness and correctness of the contractual documentation. In order to carry out inspections and workshop tests, the Contractor shall provide - at its own expense - auxiliary services, labour, materials, electricity, fuel, media, equipment, instruments, etc. so that an effective inspection can be carried out. If a positive inspection and/or a desired inspection at the source of supply is not carried out due to the Contractor's fault, all costs resulting from a repeat inspection (e.g. labour, travel and material costs) shall be borne by the Contractor.

(9) If models, tools, devices etc. are required for the manufacture of the goods, these shall - after payment - become our property.

(10) We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In the event of defective or incomplete delivery or performance, we shall be entitled to withhold payments and claims arising from the business relationship to a reasonable extent until proper fulfilment.

(11) The Contractor shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims. Claims against us may only be assigned to third parties with our consent.

VI. Observance of secrecy and retention of ownership

(1) Tools, moulds, samples, models, profiles, drawings, standard sheets, print templates, logos and other documents provided by us, as well as items manufactured according to these, may not be passed on to third parties or used for purposes other than the contractual purposes without our written consent. We reserve all property rights and copyrights thereto. They must be secured against unauthorised inspection or use even after termination of the contract and returned to us without being requested to do so. The above confidentiality obligations shall not apply to confidential information that was already known to the Contractor prior to its disclosure, that was independently developed by the Contractor or otherwise lawfully obtained, or that is generally known or becomes generally known without breach. The confidentiality obligation shall apply for the duration of the co-operation and beyond the duration of the co-operation and shall only expire if and insofar as the knowledge contained in the documents provided has become generally known. Statutory regulations remain reserved.

(2) The above provision shall apply accordingly to substances and materials (e.g. finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the Contractor for production. Such objects shall - as long as they are not processed - be stored separately at the Contractor's expense and insured to a reasonable extent against destruction and loss.

(3) The inspection and approval of the Contractor's drawings shall under no circumstances justify any claims against us, in particular no claims for joint responsibility. Any changes made by us shall be checked for technical feasibility and shall not release the Contractor from its obligation to guarantee the correctness of the dimensions, design, calculation and function of the ordered item.

(4) Materials provided by us shall remain our property and shall be stored separately free of charge, labelled as our property and managed. Any processing, mixing or combination by the contractor of materials provided by us shall be carried out for us (on our behalf). Any processing, mixing or combination by the contractor of items

provided by us shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions. If our reserved goods are processed or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing, mixing or combining. (5) The Contractor undertakes to inform the pledging party of any seizure of items that are our property and to inform us of this immediately.

(6) If our security interest pursuant to Article VI (4) of these GPC exceeds the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged to release the security interest at our discretion at the Contractor's request.

(7) The Contractor shall be obliged to insure tools/provisions belonging to us at replacement value against fire, water and theft at its own expense. At the same time, the Contractor hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment.

(8) Tools belonging to us shall be labelled by the Contractor as our property and shall only be used for the purposes of the contract.

(9) The Contractor shall be obliged to carry out any necessary maintenance and inspection work on our tools as well as all servicing and repair work at its own expense and in good time. He must notify us immediately of any malfunctions; if he culpably fails to do so, we reserve the right to assert claims for damages resulting from this.

(10) The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. If, however, in individual cases we accept an offer of the Contractor for transfer of ownership conditional upon payment of the purchase price, the Contractor's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. We remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple retention of title extended to the resale). This excludes

all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing

VII. Defective delivery

(1) The statutory provisions and, exclusively in our favour, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the contractor.

(2) In accordance with the statutory provisions, the Contractor shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the Contractor or the manufacturer. If the Contractor has to deliver in accordance with the Swiss Association for Standardization (SNV) or equivalent foreign standards in compliance with precise or tolerance-based chemical or physical values (value limits) or in accordance with drawings, compliance with these shall always be deemed contractually guaranteed; the same shall apply if the existence of a quality mark was agreed for the delivered goods/pre-product with regard to those qualification, functional and safety features which the quality test leading to the award of the quality mark is intended to ensure.

(3) In the case of goods with digital elements or other digital content, the seller is responsible for providing and updating the digital content to the extent that this results from a quality agreement in accordance with para. 2 or other product descriptions of the manufacturer or on his behalf, in particular on the Internet, in advertising or on the product label.

(4) We are not obliged to inspect the goods or make special enquiries about any defects beyond the provisions on the commercial obligation to inspect and give notice of defects regulated in para. 5 upon delivery. Notwithstanding Art. 201 para. 2 CO / Art.

367 para. 2 CO, we shall be entitled to claims for defects without restriction even if the defect remained unknown to us at the time of acceptance due to neglect.

(5) Notwithstanding our incoming goods inspection, the Contractor shall remain obliged to carry out a careful outgoing goods inspection. The statutory provisions (Art. 201 CO / Art. 367 para. 2 CO) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents as well as during our quality control by random sampling (e.g. transport damage, incorrect and short delivery). If acceptance has been agreed, there is no obligation to inspect. We shall inspect the delivered goods to the extent customary in the trade without having any functional defects or defects in the internal material structure that can only be detected upon commissioning or use of the material inspected. We are only obliged to carry out chemical analyses, physical tests, application-specific tests or tests for SNV conformity as part of the incoming goods inspection if this has been expressly agreed. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. The complaint shall be deemed to have been made in good time if it is made within a period of ten working days, calculated from receipt of the goods or, if the defects are only noticed during processing or utilisation, from their discovery.

(6) A commercial complaint made in good time in accordance with the above paragraphs and before the expiry of the statutory and contractually agreed limitation period for claims for defects shall entitle us to all statutory claims for defects.

(7) The costs incurred by the Contractor for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs, shall be borne by the Contractor even if it turns out that there was actually no defect.

We shall only be liable to the Contractor for damages arising from unjustified requests to

remedy defects if we recognised or were grossly negligent in failing to recognise that there was no defect.

(8) If the Contractor fails to fulfil its obligation of subsequent performance - at our discretion by remedying the defect (repair) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the Contractor. If subsequent fulfilment by the Contractor has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Contractor of such circumstances immediately, if possible in advance.

(9) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

(10) The Contractor, even if it is an intermediary, shall be liable for the supplies or services procured by it as for its own supplies or services. This applies in particular with regard to defects.

VIII. Advertising statements, recourse to the supplier

(1) If our customer asserts warranty claims against us, we may refer him directly to the contractor, provided that the defect was already present when the goods were handed over to us by the contractor. In the event that the customer claims the warranty from us, we can take recourse to the contractor to the full extent of the warranty. In particular, we are entitled to demand exactly the type of subsequent fulfilment (repair or replacement delivery) from the contractor that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates.

(2) Before we recognise or fulfil a claim for defects asserted by our customer, we shall notify the contractor and request a written statement, briefly explaining the facts of the case. If the statement is not made within a reasonable period of time and if no amicable

solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer; in this case, the contractor shall be responsible for providing evidence to the contrary.

(3) The Contractor shall indemnify us against all claims of our Customer which the Customer asserts on the basis of advertising statements of the Contractor, its upstream suppliers (as manufacturer within the meaning of Section 2 of the Product Liability Act) or an assistant of the Contractor or upstream suppliers, insofar as such claims of the Customer would not exist or would not exist in the type or amount without the advertising statement. This provision shall apply irrespective of whether the advertising statement is made before or after acceptance of our order.

IX. Producer's liability and product liability

(1) In addition to the Contractor's obligation to assume liability for personal injury or property damage under the Product Liability Act, the Contractor shall also remain responsible for indirect financial loss associated with the infringement of legal interests - insofar as product liability also arises from tortious aspects (Art. 41 CO) or on the basis of contractual claims. Insofar as the order confirmation or the Contractor's General Terms and Conditions of Sale contain clauses cancelling or restricting this liability, we shall under no circumstances recognise them as part of the contract. If the Contractor is responsible for product damage, it shall indemnify us against third-party claims to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.

(2) Within the scope of his obligation to indemnify, the Contractor shall reimburse expenses pursuant to Art. 422 CO arising from or in connection with claims asserted by third parties, including recall actions carried out by us. We shall inform the contractor of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

(3) The Contractor shall take out and maintain product liability insurance (including cover for extended product liability) with a lump sum cover of at least CHF 5 million per case of personal injury, property damage and

financial loss, and shall present this on request.

(4) The Contractor warrants that no rights of third parties within or outside Switzerland are infringed in connection with its delivery.

X. Statutory limitation

(1) The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.

(2) Notwithstanding Art. 210 CO or Art. 371 CO, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period also applies accordingly to claims arising from defects of title. In such a case, the claims arising from defects of title shall not become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.

(3) The limitation periods of the law on sales / law on contracts for work and labour, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the statutory provisions (Art. 60 CO, Art. 67 CO) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

XI. Statutory demands on the ordered article

(1) The Contractor shall be obliged to execute and deliver the ordered item on its own responsibility, in particular in compliance with the relevant laws, legal regulations, directives and SNV, etc. Should the operation of the ordered item violate public law regulations or only be able to be continued under consideration of subsequently issued conditions, the Contractor shall be obliged to retrofit the ordered item at its own expense in order to fulfil these regulations and conditions. If and insofar as claims are asserted against us by official measures or under civil law due to a breach of the statutory provisions by the Contractor, the Contractor shall indemnify us against such measures and claims as well as the costs of legal action upon first request.

(2) The ordered item must bear the CE mark and the declaration of conformity, where legally required, and be suitable for use throughout Europe. Contractors outside the EU must have the declaration of conformity drawn up by an authorised representative based in the EU. In the case of interlinked machines or systems, in addition to the declarations of conformity for the individual assemblies or machines, the contractor must also issue or have issued an overall CE marking and an overall declaration of conformity. The ordered item must be designed in such a way that the relevant laws, legal regulations, directives and SNV, etc. applicable at the time of commissioning are fulfilled. Further requirements resulting, for example, from the transposition of EU law into national law must also be complied with, even if the transposition is only imminent or the directive has no subjective effect. Even after the expiry of any transitional provisions applicable at the time of acceptance, the already known and future applicable rules and regulations, in particular SNV regulations, must be fulfilled.

(3) Any design approval declared by us shall not release the Contractor from the warranty for design and execution. The Contractor may not claim that we could have recognised a deviation from the target quality or an impairment of the function of the ordered item or the system within the scope of the design approval.

XII. Information about materials and safety data-sheets

(1) The contractor undertakes to provide substance information which we are obliged to forward to our customers in accordance with Art. 7 ChemG (SR 813.1) prior to delivery. This applies to all substances listed in Annex 1.17 No. 5 of the ChemRRV (SR 814.81).

(2) Consideration of the substances newly included in Annex 1.17 No. 5 of the ChemRRV is the responsibility of the contractor and does not require a new enquiry by us.

(3) For ordered items that are subject to the transmission of safety data sheets in accordance with Art. 19 ChemV (SR 813.11), the contractor shall submit a safety data sheet prepared in accordance with Annex II REACH-VO (see Annex 2, number 3 ChemV, which refers to this provision) before delivery to us. If there are indications of changes to

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the safety data sheet, the contractor shall immediately submit an updated version to us. This does not require a separate request from us.

(4) The Contractor shall ensure that the necessary substance information pursuant to Art. 7 ChemG and Art. 19 ChemV is also available from its suppliers. The Contractor shall be liable for any failure of its suppliers to fulfil their communication obligations. We are authorised to commission technical laboratory tests to ensure compliance with substance communication. In the event that these results prove a violation of the provisions of the ChemG or its ordinances, the Contractor shall bear the costs for the laboratory tests and the associated services in addition to the costs arising from recourse claims regulated in provisions XII, XIII, IX of these GPC.

(5) The contractual partner is obliged to provide us with the following information, data and documents in writing upon request:

- a) Export restrictions in accordance with the Dual-Use Regulation (Regulation (EC) No. 428/2009, as amended) or in accordance with the "Export List" annex to the German Foreign Trade and Payments Ordinance (AWV),
- b) the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (if the contract product is subject to the U.S. Export Administration Regulations),
- c) the statistical commodity code according to the current commodity code for foreign trade statistics
- d) the country of origin (non-preferential origin),
- e) Supplier declarations of preferential origin (for deliveries from Germany and countries of the European Union).

XIII. Publications

The Contractor may not make or arrange for any publications in connection with an order or an overall project without our prior written consent.

XIV. Choice of law and place of jurisdiction

(1) These GPC and the contractual relationship between us and the Contractor shall be governed by Swiss law to the exclusion of international uniform law, in

particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Contractor is a natural person or legal entity acting in the exercise of its commercial or independent professional activity, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office. However, in all cases we shall also be entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GPC or an overriding individual agreement or at the Contractor's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

(3) Should any provision of these GPC and the other agreements made be or become invalid, this shall not affect the validity of the remainder of the contract.

Additional conditions for the delivery and service of systems and machines:

XV. Scope of delivery and design

(1) Even without specific reference in the description contained in the order, the ordered item must be a complete and effective, functional unit at the agreed price after assembly at the place of use, taking into account the expressly stated delivery and service exclusions, which meets the specified operating and maintenance requirements for achieving the required continuous performance under practical conditions through professional, safe and robust design.

(2) The information and other provisions contained in the order letter and its annexes shall be deemed to be agreed characteristics.

(3) The scope of delivery and services shall also include any documentation required for commissioning, operation and maintenance of the ordered item, irrespective of its detailed designation in the order.

(4) The subject matter of the order shall be executed in accordance with the latest state of the art and in application of the latest version of the standards at the time the order is placed. The Contractor shall offer us new findings during the construction period of the

ordered item and, if necessary, incorporate them into the ordered item.

XVI. Acceptance and approvals

(1) The acceptance procedure shall be governed by the conditions specified in the order. It can be applied for at the earliest after successful commissioning of the ordered item.

(2) Acceptance of the object of the order shall not constitute a waiver of the rights to which we are entitled, in particular guarantee and warranty claims, claims for damages arising from default, contractual penalties, etc. Art. 201 para. 2 and 3 CO and Art. 370 CO shall not apply.

(3) We shall be entitled to use the ordered item on a trial basis - after the end of commissioning and before acceptance - for test purposes under production conditions. The same shall apply mutatis mutandis in the event of damage minimisation on our part in the event that the ordered item cannot yet be accepted for reasons for which the Contractor is responsible. This does not constitute acceptance or partial acceptance and has no effect on the period or scope of the contractor's warranty obligation.

Additional conditions for the purchase of software/IT services (XVII.-XXIV.):

XVII. Quality

All deliveries and services must correspond to the state of the art at the time of performance.

XVIII. Extension of license

The buyer may, from the first delivery of the Software to reorder further Concurrent User licences at the then applicable list price less the discount agreed today.

XIX. Services

(1) We are entitled to commission the Contractor to provide software-related services (in particular installation, parameterisation and training) and to conclude a contract for software maintenance from the conclusion of the contract. The financial conditions published by the contractor upon conclusion of this contract shall apply.

(2) We reserve the right to determine changes or additions to the service specification. If changes or additions lead to

a change in the cost of performance or the delivery time, both parties shall be entitled to an appropriate adjustment of the contract.

XX. Rights to the software

(1) We and our affiliated companies (Röchling Group) are authorised to carry out all copyright-relevant processes that are necessary or useful in order to use the software in the named area of the affiliated companies and for this area. Rights in relation to affiliated companies end three calendar months after the end of the corporate relationship.

(2) We reserve the right to have the operation of the software - also in favour of the affiliated companies - carried out by a third company (e.g. as outsourcing or hosting). We shall inform the Contractor of this in writing in advance and, at the Contractor's request, provide the Contractor with the third party's declaration that the software will be kept secret and used exclusively for our purposes or the purposes of our affiliated companies.

(3) The granting of rights includes the authorisation to carry out all processes that are usually associated with the operation of the software for business purposes, in particular the rights to reproduce, edit in any way, including error correction, to lease within the scope of the above-mentioned purposes and rules and, in general, all possible uses that correspond to the current state of the art. Accordingly, types of use that are unknown today are also granted. The authorised operation of the software also includes the creation of backup copies in accordance with the respective state of the art and the right to print out the user manual and other information and to make it available to the affiliated companies in any technical manner. In this respect, the Contractor shall ensure that the author grants the rights. The Contractor shall indemnify the Purchaser against any claims by the authors.

XXI. Rights to changes and amendments to the software

(1) We shall acquire the same rights to changes and additions to the software that the Contractor creates for us as to the standard software.

(2) The changes and additions shall be created in such a way that they retain their full functionality even if the standard software changes. If this is not possible, the

Contractor shall make the necessary adjustments at its own expense. This obligation ends with the ordinary cancellation of the software maintenance contract.

XXII. Liability for material defects

(1) The obligation to inspect and give notice of defects is limited to obvious and easily recognisable defects after installation of the software.

(2) We may remedy the defect ourselves, have it remedied or procure a replacement at the Contractor's expense if we suffer an unreasonably high disadvantage in relation to the Contractor's disadvantage as a result of the failure to provide immediate subsequent fulfilment. The costs to be reimbursed by the Contractor must not be disproportionate and are limited to the amount that the Contractor would have incurred if it had rectified the defect itself within a reasonable period of time. Further statutory or contractual claims remain reserved.

(3) The Seller hereby assigns to us the claims that it has against its supplier from the procurement of the object of purchase for the assertion of warranty claims against the supplier. Upon request, the Seller shall provide us with the information and documents that we require in order to assert claims against the supplier.

XXIII. Legal defects

(1) The Contractor shall take particular care to ensure that claims by third parties that the rights of use to be granted to us infringe the rights of this third party can be defended against. The Contractor shall document its own procurement processes with the utmost accuracy, shall ensure a secure transfer of rights to the Contractor by drafting contracts with its employees, shall select upstream suppliers with the greatest possible care, shall immediately and intensively investigate any suspicion of a defect of title and shall make this information and its expertise available to us without restriction to clarify the facts of the case and to defend against the alleged claims upon notification that the rights of use have been infringed by a third party.

(2) Where possible, the Contractor shall enter into agreements with the upstream suppliers that enable and ensure the

comprehensive fulfilment of these obligations.

(3) In the event of a legal dispute with the third party, the Contractor shall provide evidence in the correct form according to the respective type of proceedings (e.g. as an affidavit or as original documents).

(4) Instead of a claim for cancellation, we shall be entitled to assert a claim for damages against the Contractor regardless of fault, limited to the purchase price.

XXIV. Statute of limitations for warranty claims

The periods of Art. 210 para. 1 CO and Art. 371 CO are extended to three years for material defects. After a defect has been rectified, the warranty period is (again) at least six months.

XXV. Data protection

We collect and process data in accordance with the Data Protection Act (DSG) and the Data Protection Ordinance (DSV).

We collect, process and use your personal data, in particular your contact details for processing the business relationship, including your e-mail address, if you provide it to us. We may use information (e.g. also a so-called score value) from external service providers to help us make a decision and make the payment method dependent on this. We reserve the right to transfer the data to third parties (e.g. insurance companies) if necessary for the fulfilment of the contract. Further information can be found in our general data protection provisions under the link:

<https://www.roechling.com/de/datenschutz/>.