

General Terms and Conditions of Purchase («GTC»)

1. Area of Application

- 1.1. The following Terms and Conditions apply to all purchases in which ABIFOR AG ("**ABIFOR**") acts as purchaser in relation to natural or legal persons or partnerships with legal capacity which at the time of conclusion of contract are acting in the exercise of their commercial or self-employed occupational activity (Independent Contractor). Any terms of the respective Contractual Partner which contradict or differ from these GTC's shall not be recognized; this also applies if we do not expressly deny the General Terms and Conditions of Business or other contractual conditions of the respective Contractual Partner. By accepting our order, our Terms and Conditions of Purchase shall be accepted without restriction. Our Terms and Conditions of Purchase also apply to future business with the respective Contractual Partner.
- 1.2. Terms differing from ours shall only apply if and to the extent that they are written into the respective contract and we have confirmed such in writing. The same holds for the application and incorporation of the Contractual Partner's terms of delivery.

2. Conclusion of Contract

- 2.1. All offers are free of charge and non-binding for us. Should the Contractual Partner make an offer based on an inquiry from ABIFOR, then the partner must adhere precisely to the specifications contained in our inquiry and expressly point out any deviations from them.

All this notwithstanding, indications of dimensions and weight, as well as other descriptions, found in catalogs, ads or price lists, are only approximate and are not binding on ourselves until we include them expressly in the contract.

The data transferred by us before conclusion of contract remain, apart from that, in our exclusive ownership and may not be made accessible to third Parties.

Offers of the entrepreneur without indication of a deadline are binding on said entrepreneur for a period of 90 days.

- 2.2. Orders, alterations and verbal side agreements are only binding if we have issued them or confirmed them in writing.
- 2.3. If the Contractual Partner does not accept the order from ABIFOR in writing within three working days of receipt (order confirmation), then we shall be entitled to revoke the order. If ABIFOR can prove by submitting a transmission report (including e-mail) that ABIFOR has sent a declaration by fax or data transmission, this declaration shall be held to have been received by the Contractual Partner.
- 2.4. ABIFOR can demand changes in the delivery item after the conclusion of the contract insofar as this is not unreasonable for the Contractual Partner, in particular considering any higher or lower costs, as well as delivery deadlines.
- 2.5. The Contractual Partner must treat the conclusion of contract as confidential. The Contractual Partner is only allowed to mention ABIFOR as a reference to third Parties after obtaining our express written consent. This also applies to any references in advertising materials.

3. Prices

- 3.1. The price indicated in the order is binding and represents a firm fixed price. Respectively effective VAT must be added. The price based furthermore on the agreement that the goods will be delivered duty paid and carriage free, including packages and transport insurance.
- 3.2. If a price "ex works" or "ex warehouse" is agreed, then the forwarder appointed by ABIFOR must be commissioned. In this case, the Contractual Partner shall bear all costs, including loading (without carriage), which arise up to the point of transfer to the forwarding agent.
- 3.3. If an export deal is made between the contracting Parties (with border crossing), then the Incoterms (International Commercial Terms) and the CMR (Convention on the Contract for the International Carriage of Goods by Road) in its respectively effective version shall be considered as agreed.

4. Invoicing and Terms of Payment

- 4.1. Invoices must be submitted after delivery and must be complete, i.e., including all appurtenant documents, in proper form. The payment is determined by the actual amounts, weights or other units on which the delivery is based, as well as the agreed prices.
- 4.2. Payment shall be made by means customary in commercial practice. If not otherwise agreed in writing, ABIFOR shall pay the purchase price calculated from delivery and receipt of the invoice within 60 days net; 10 day with 2% cash discount (sconto).
- 4.3. Insofar as certificates regarding material inspections and tests have been agreed, they shall form an essential part of the delivery and must be sent along with the delivery to ABIFOR. The payment deadline in Subparagraph 4.2 shall not begin before the receipt of the agreed certificate.
- 4.4. Payments shall not constitute any acknowledgement of the correctness of the invoice and/or the contractual conformity of the service. In the event of defective delivery, the payment shall be retained in proportion to value until due fulfillment. This shall not affect further claims.
- 4.5. ABIFOR reserves the right to offset all claims which the Contractual Partner makes against us with all claims to which ABIFOR is entitled against the Contractual Partner.

5. Delivery Deadline, Delay in Delivery, Force Majeure, Transfer of Risk

- 5.1. The delivery deadline indicated in our order is binding. The Contractual Partner shall default without requiring a reminder if a fixed delivery deadline is not met. The receipt of the goods at the receiving office or point of use stated by ABIFOR shall be decisive for meeting the delivery deadline in the event of debts to be discharged at creditor's domicile. Insofar as an acceptance is required, the Contractual Partner shall be in default without a reminder if the Contractual Partner has not rendered the service by the agreed deadline in a manner according to which acceptance cannot be refused (see Art. 102 Swiss Code of Obligations).
- 5.2. If the Contractual Partner realizes that the agreed deadline cannot be met, regardless of the reason, we must be notified immediately in writing that the deadline will be missed and how long the delay is expected to last.

- 5.3. In the event of a delay of the Contractual Partner, ABIFOR is allowed to set an additional period of grace. If this is not met, we shall be entitled to rescind the contract and demand compensation for damages instead of the service. This shall have no effect on further legal claims.
- 5.4. If the Contractual Partner should default on delivery, then ABIFOR shall be entitled to demand a contractual penalty in the amount of 0.5% of the total value of the order for each day the delivery is late, at the most, however, 5% of the purchase price. This shall not prevent us from asserting other claims for compensation of damage. ABIFOR retains the right to demand the forfeited penalty as a minimum amount of the damage. A contractual penalty cannot be asserted following unconditional payment of the final account.
- 5.5. All events caused by force majeure shall entitle each Contractual Partner to postpone the fulfillment of an accepted obligation or, if the execution of the contract becomes unreasonable in full or in part, to withdraw from the contract to this extent without thereby giving the other Contractual Partner grounds for claiming damage compensation. Force majeure refers to all events which occur unexpectedly and were not culpably caused by any of the Parties, in particular natural disasters, fire, strokes of lightning, explosions, escaping toxins or gas, flood, general supply disruptions, effects of war, terrorism or the like, labor disputes involving the partner's operations or external operations. Force majeure is equivalent to disruptions of operations which restrict or put an end to operations, and other circumstances which substantially exacerbate the fulfillment of obligations or make such impossible, regardless of whether they concern a Contractual Partner's business or that of third Parties, insofar as they are not the responsibility of the Contractual Partner or the third Party.
- 5.6. In the event of delivery earlier than agreed, ABIFOR shall have the choice of either returning the goods at the expense of the Contractual Partner or storing the goods until the agreed date at the expense and risk of the Contractual Partner. Premature delivery shall not affect any deadlines.
- 5.7. ABIFOR shall only accept partial deliveries following written agreement. If a partial delivery is agreed, the Contractual Partner must make a list of the quantity outstanding.
- 5.8. If not otherwise agreed with us in specific delivery contracts, then the risk of accidental loss or accidental deterioration of the goods with proper and complete delivery free domicile to the stated destination is transferred to ourselves; in the case of cross-border deliveries (export trade) the respectively effective Incoterms apply; DDP (delivery duty paid) shall apply if there is no individual agreement.

6. Delivery

- 6.1. The Contractual Partner must include in every consignment a delivery note stating the following: ABIFOR order and item number, an exact description of the item and whether the consignment is a partial, sample, outstanding or complete delivery. In cases involving initial sampling, the Contractual Partner must submit measurement reports with the delivery. The Contractual Partner shall issue further documents for us upon request, in particular test and inspection reports, assembly, operating and maintenance instructions, SPC evaluations, declarations of conformity according the respective pertinent regulations.

7. Liability

- 7.1. The Contractual Partner shall be liable for all forms of breach of contract in accordance with legal provisions, if not otherwise stated in these Terms and Conditions of Purchase.

8. Warranty

- 8.1. The Contractual Partner shall guarantee that the delivery/service conforms to the state of the art, regulations regarding technical safety, occupational safety and environmental protection in the relevant laws, directives and regulations of the authorities and professional associations, as well as the special contractual agreements. If it should be necessary to deviate from these regulations in specific cases, then the Contractual Partner must obtain our written consent; this shall not affect any claims of ABIFOR. If the Contractual Partner has misgivings about the type of execution desired by ABIFOR, then the Contractual Partner must notify ABIFOR of this in writing without delay.
- 8.2. Contractual specifications of a technical or other nature related to the deliveries or services to be rendered represent contractually agreed qualities; this also applies to a description of the scope of delivery, as well as to a drawing.
- 8.3. The Contractual Partner shall undertake, as far as technically and commercially possible, to make use of environmentally friendly products and processes in the partner's own deliveries and services, as well as those of third Parties. The Contractual Partner shall be liable for the environmental compatibility of the products and packaging materials delivered, as well as for all consequential damages caused by violation of the partner's legal disposal obligations. At the request of ABIFOR, the Contractual Partner shall issue a certificate of inspection for the delivered goods to ABIFOR.
- 8.4. ABIFOR shall limit incoming goods inspections of deliveries from the Contractual Partner to the identification of visible defects, such as adherence to quantity and identity of the contractual products ordered, as well as transport and packaging damages. If any packaging damages are detected, the Contractual Partner shall be notified within ten working days of delivery. Apart from that, ABIFOR will review the delivered goods in the ordinary course of business during production and give notice to the Contractual Partner without delay of any defects as soon as they are detected. Insofar as a defect in the delivery item should appear during the warranty period, it must be reported to the Contractual Partner by ABIFOR immediately after detection.
- 8.5. Faulty deliveries must be replaced with faultless deliveries immediately and faulty services repeated without faults. In the case of development or design errors, we shall be entitled to assert the rights stated in paragraph 7.
- 8.6. Subsequent improvement of faulty deliveries or services shall require our consent. During the time in which the object of delivery is not in our safekeeping, the Contractual Partner shall bear the risk of accidental loss.
- 8.7. If the Contractual Partner does not remedy the defect within an appropriate time, then we shall have a choice of either withdrawing from the contract or limiting the remuneration and demanding additional compensation for damages in each case.
- 8.8. In urgent cases (especially if occupational safety is endangered or to stave off extraordinarily severe damages) or to eliminate minor defects, as well as in the case of default in the elimination of a defect, ABIFOR is entitled, following prior notification and the expiration of a period of grace appropriate to the situation, to have the defect and any damages it caused remedied either by ourselves or by a third Party at the expense of the Contractual Partner in each case. This shall also apply if the Contractual Partner renders deliveries or services belatedly and ABIFOR must remedy defects immediately in order not to default on their own deliveries.

- 8.9. Warranty claims based on faulty delivery shall be subject to a statute of limitations amounting to 24 months from the transfer of risk. Warranty claims for defective spare parts and commodities designated as such in the contract, shall be subject to a statute of limitation amounting to 24 months from the time of commissioning or delivery to the customer; at the latest, however, three years after delivery to us. In the event that supplied parts must be checked for defects, or that defects on supplied parts must be remedied, and the supplied parts can therefore not remain in operation, the obligatory warranty period shall be extended accordingly. For repaired or new supplied parts, the above-mentioned statute of limitations for the warranty period shall begin anew at the time that the repair or new delivery is finished.
- 8.10. If we are responsible to inspect the delivery or service and provide notice of defects in commercial transactions, the inspection and notification of defects shall be considered to be on time if they are done within ten days of delivery. The notification of a defect which only turns up later shall be considered on time within ten working days of the detection of the defect (see Art. 201, 367, 370 of the Swiss Code of Obligations). The regulations in the aforementioned chapt. 8.4 shall remain unaffected.
- 8.11. If the goods contain defects of title at the time ABIFOR acquires them, the Contractual Partner shall release ABIFOR from any existing claims of third Parties. Warranty claims due to defects of title shall be subject to a statute of limitations of three years starting at the end of the year in which the claim arises and ABIFOR gains knowledge of the circumstances constituting the claim and the person at fault, or would have had to gain knowledge without gross negligence, regardless of the knowledge or grossly negligent ignorance starting from ten years from the time of their emergence.

9. Product Adjustment

- 9.1. The Contractual Partner shall inform ABIFOR - by written notice - of any product adjustment concerning the products delivered to ABIFOR at minimum 6 month in advance to give ABIFOR the opportunity for a last order.

10. Product Liability

- 10.1. If claims are made against ABIFOR due to violation of official safety regulations or domestic or foreign product liability regulations owing to a defective product ascribed to the goods delivered from the Contractual Partner, ABIFOR shall be entitled to demand damage compensation insofar as any damage was caused by the product supplied by the Contractual Partner. This damage compensation shall also cover the expenses of any recall which may be necessary. Insofar as a defect appears in one of the parts supplied by the Contractual Partner, it shall be assumed that the defect originated exclusively within the sphere of responsibility of the Contractual Partner.
- 10.2. The Contractual Partner shall be obligated to institute a quality management system whose type and extent correspond to the latest state of the art and to prove such to ABIFOR upon request. Insofar as ABIFOR considers it necessary, the Contractual Partner shall conclude an appropriate quality assurance agreement with ABIFOR.
- 10.3. The Contractual Partner shall take out an appropriate amount of insurance to cover all risks related to product liability, including the risk of a recall, and submit the insurance policy to ABIFOR for perusal upon request.

11. Industrial Property Rights (IPR's)

- 11.1. The Contractual Partner ensures that all deliveries are free from industrial property rights of third Parties and in particular that delivering and using the delivery items will not violate patents, licenses or other industrial property rights of third Parties.
- 11.2. The Contractual Partner releases ABIFOR and customers of ABIFOR from claims of third Parties arising from any violations of industrial property rights of third Parties and shall bear all expenses incurred by ABIFOR in this connection.
- 11.3. ABIFOR is entitled to obtain the approval to use the delivery items and services from those authorized to grant such, taking account of the due diligence expected of a prudent businessman at the expense of the Contractual Partner.

12. Tools, Drawings and other Documents

- 12.1. All final planning documents, contrivances, tools, models, etc. given to the Contractual Partner shall remain our property and must be stored carefully for us at the expense of the Contractual Partner for as long as it takes to perform the contract. They may only be used for the agreed purpose and only to that extent made accessible to third Parties.
- 12.2. Tools and other means of production may not be scrapped nor made available to third Parties, in particular for purposes of production, without our written consent.
- 12.3. We retain all rights to drawings and products which were made in accordance with our specifications, as well as to processes we developed.
- 12.4. The Contractual Partner can only plead lack of necessary documents which ABIFOR was supposed to supply if the Contractual Partner sent a reminder about these documents but did not receive them within an appropriate period of time.

13. Commercial Terms

- 13.1. Insofar as nothing to the contrary has been agreed, the INCOTERMS established by the international chamber of commerce in the most recent version shall apply to the interpretation of the terms of commerce.

14. Proof of Origin, Export Restrictions

- 14.1. The Contractual Partner shall provide us without delay with any proofs of origin we may demand, provided with all necessary indications and properly signed. The Contractual Partner shall release ABIFOR from all official claims or subsequent claims which turn out to be improper proofs of origin.
- 14.2. The Contractual Partner shall inform us if a delivery item is subject in part or in full to export restrictions in accordance with the pertinent legal regulations concerning foreign trade (for example, CH or EU foreign trade legislation).

15. Obligation to Secrecy

- 15.1. The contracting Parties shall undertake to treat all commercial or technical details which are not obvious and which become known to them through their business relationship as business secrets. Data, drawings, etc. which ABIFOR gives to the Contractual Partner may not be used for other purposes, copied or made accessible to third Parties. If there is no delivery or if a final order is announced, the Contractual Partner is obligated to return to ABIFOR all documents, including copies, without being asked. Sub-Contractual Partners must be sworn to the same obligation.

16. Conflict Minerals

- 16.1. The Contractual Partner is obliged to deliver the contractually performed deliveries in accordance with Regulation (EU) 2017/821 of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas and Section 1502 of the U.S. Federal Law "Dodd-Frank-Act". The Contractual Partner is required in addition to identify the use of so-called "Conflict minerals" (tin, gold, tantalum, tungsten) in his supply chain and to ensure, by means of appropriate measures, that materials and components delivered to ABIFOR do not contain any conflict minerals in accordance with Regulation (EU) 2017/821 of 17 May 2017 and Section 1502 of the U.S. Federal Law "Dodd-Frank-Act". In case of violation of the aforementioned regulations, Regulation (EU) 2017/821 of 17 May and Section 1502 of the U.S. Federal Law "Dodd-Frank-Act", the Contractual Partner explicitly releases ABIFOR from any third party claims asserted against us on any legal grounds whatsoever and holds ABIFOR harmless in this respect.

17. REACH – Regulation

- 17.1. The Contractual Partner vouches that the Contractual Partner's deliveries adhere to the provisions of Regulation (EG) No. 1907/2006 (REACH Regulation) regarding the registration, evaluation, approval, and restriction of chemical substances. The substances contained in the Contractual Partner's products are preregistered and/or registered after the end of the transitional period as required by the provisions of the REACH Regulation, unless the substance in question is excepted from the registration requirement. In accordance with the provisions of the REACH Regulation, the Contractual Partner shall provide ABIFOR with the material safety data sheets, as well as the information required by Art. 32 and Art. 33 of the REACH Regulation, as soon as possible without being asked. The information should be sent to sales@abifor.com. Appendix XIV and XVII of the REACH Regulation are to be obeyed. If the Contractual Partner violates one of the obligations listed above, ABIFOR have the right to immediately cancel the order in question and refuse to accept the delivery without incurring costs. Further claims for damages are explicitly reserved. In case of violation of one of the obligations listed above, the Contractual Partner explicitly releases ABIFOR from any third party claims asserted against us on any legal grounds whatsoever and holds ABIFOR harmless in this respect.

18. Other Provisions

- 18.1. In addition to the contractual provisions and these General Terms and Conditions of Purchase, Swiss law shall apply to all legal relationships between ABIFOR and the Contractual Partner, excluding foreign laws.
- 18.2. The place of fulfillment for all deliveries and services shall be ABIFOR's place of business

- 18.3. Legal venue for all disputes, arising in or out of this GTC shall be Zurich, Switzerland. ABIFOR is furthermore entitled to make claims on the Contractual Partner at the partner's place of general jurisdiction, as well.
- 18.4. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN sale of goods law / CISG) shall not apply.
- 18.5. The Contractual Partner is not entitled to forward the order of essential parts of the order to third Parties without prior written consent from ABIFOR.
- 18.6. ABIFOR shall treat personal data of the Contractual Partner according to the respectively effective concerning data protection laws.

19. International Export Control Regulations

- 19.1. The Contractual Partner must inform ABIFOR in particular of any restrictions related to the transfer or re-transfer of the goods to be delivered, information or data to be transmitted or services to be rendered, and must give instructions to the purchaser on how to undertake the necessary steps to adhere to these regulations. The contracting Parties shall work together with regard to complying with the US export control regulations. Every violation of this regulation, despite an adequate period of grace, shall constitute cause for ABIFOR to immediately cancel the contract.

20. Anti – Corruption Compliance

- 20.1. The Contractual Partner and ABIFOR are familiar with the United Nations Convention against Corruption (UNCAC), OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of November 21th, 1997, as well as with the relevant legal provisions to fight bribery and unfair competition, in accordance with the existing laws of their country.
- 20.2. The Parties agree, declare and guarantee that they shall adhere to these laws, in particular, that they shall, in connection with this contract or their services within the scope of such contract, neither directly nor indirectly offer, pay or promise money or valuables to an official or other person or legal entity which is protected by the relevant laws ("protected persons"), or permit such or have already so acted to influence a procedure or decision of such protected person, including a decision to neglect their legal duty, or to encourage such protected person to exert their influence toward a government or service agency of the same in order thus to.

21. Miscellaneous

- 21.1. Should a provision of these General Terms and Conditions of Purchase be or become invalid or unenforceable, the remaining provisions of these General Terms and Conditions of Purchase shall remain in effect. The Parties agree to replace the invalid or unenforceable provision with a valid or enforceable provision which most closely corresponds to the commercial objectives of the Parties. This shall also apply in case of a gap.