

General Terms and Conditions of Purchase of Bachofen AG

These General Terms and Conditions of Purchase govern the relationship between the Supplier and Bachofen AG (hereinafter referred to as "BACHOFEN").

1 Applicability of General Terms and Conditions of Purchase

These General Terms and Conditions of Purchase (GTCP) shall apply upon their express or implicit acknowledgement by both parties. Amendments shall only be effective when confirmed in writing by BACHOFEN. The applicability of other Terms and Conditions sent by the supplier or found on supplier's documentation is excluded unless expressly agreed in writing.

2 Conclusion of the contract

All quotations on the request of BACHOFEN shall be created free of charge. The supplier must comply with BACHOFEN's provisions and specifications and must expressly indicate any instance of deviation therefrom. The offer is binding for 90 days, unless another deadline has been set. The contract is concluded with the written acceptance of the offer by BACHOFEN.

Frame orders, purchase orders and agreements as well as their amendments must be made in writing.

Orders must be confirmed in writing within three working days by an order confirmation from the supplier.

The purchase order number must be noted on all supplier documents (order confirmation, delivery note and invoice).

3 Prices and conditions of payment

The prices listed in the order are fixed prices in the specified currency excl. VAT for FCA delivery (Incoterms 2020).

Invoices shall be paid within 30 days net from receipt of the invoice, but after delivery at the earliest.

Deviations from delivery and payment terms shall be defined in writing between the supplier and BACHOFEN.

4 Delivery

The delivery date shall be considered an expiration date. The delivery must be made at the destination by the agreed delivery date. The supplier is obligated to inform us immediately in writing if it becomes apparent that delivery dates cannot be met. The supplier must make every effort to ensure that the delivery can still be made on the agreed date.

If the delivery date is exceeded, the supplier is immediately put in default. After a reasonable grace period has elapsed, BACHOFEN reserves the right to insist on delivery or to withdraw from the contract and claim damages.

If the supplier is obligated to supply documents (e.g. measurement reports, works certificates or certificates of origin) in addition to the goods, these must also be provided by the agreed delivery date. If possible, these must be sent to the ordering party in digital form.

Underdelivery or overdelivery is only permitted with the written consent of BACHOFEN.

5 Export control and customs

The supplier is obligated to issue all documents and commercial documents in accordance with the applicable legal requirements for imports into Switzerland as part of the delivery.

The supplier shall notify BACHOFEN in writing of all information and data required by BACHOFEN in order to comply with applicable export, customs and foreign trade regulations for exports, transit and imports, as well as for the re-export of goods and services in case of resale.

For goods, the customs tariff number of the country of origin must be specified. For listed goods, this also includes the national list number and that of the USA, in the event that the goods are subject to U.S. re-export regulations.

Preferred proofs of origin as well as declarations of conformity and conformity marks of the country of origin or destination must be presented without solicitation, and non-preferential certificates of origin must be submitted on request.

6 Guarantee

The supplier guarantees that the delivered goods have the assured properties and agreed quality, are new, conform with the latest technology and have no defects that impair their value or suitability for the intended use. The warranty period is 24 months from receipt of the goods.

7 Notices of defects

BACHOFEN will report any open defects to the supplier within 30 working days of delivery. Hidden

defects can be declared at any time within the warranty period and also once the goods are used. Unless otherwise agreed, quantity and quality tolerances shall apply, which are specified in the standards of the industry associations. Payment shall not be deemed a waiver of a notice of defect. If there is a defect, BACHOFEN has the option to demand amendment free of charge, reduce the price by a deduction equal to the reduced value, withdraw from the contract or obtain a replacement delivery. The right to compensation for damages is reserved in all cases.

8 Liability

The supplier shall be liable to BACHOFEN for all damages and losses incurred as a result of a breach of the supplier's obligations under the contract concluded with BACHOFEN, including any claims by customers or third parties against BACHOFEN.

9 Code of Conduct

The supplier is obligated to comply with the provisions of the BACHOFEN Code of Conduct and demand this from any sub-suppliers. The current version can be found at www.bachofen.ch.

10 Compliance/regulated substances

Der Lieferant ist verpflichtet sicherzustellen, dass seine Ware und Leistungen den aktuellen Richtlinien, Verordnungen und der schweizerischen

Gesetzgebung entsprechen. Er bestätigt, dass seine Ware keine Substanzen enthält, welche in den folgenden Verordnungen und Richtlinien (jeweils in ihrer aktuellen Version) geregelt sind:

- REACH Regulation (EC) No. 1907/2006 plus current list of substances of very high concern (SVHC)
- RoHS Directive 2011/65/EU and its supplement 2015/863/EU
- WEEE Directive (2012/19/EU)
- Minerals from conflict areas (2017/821/EU)
- Persistent organic pollutants (POPs) 2019/1021
- Toxic Substances Control Act (TSCA)
- Proposition 65 (California)

The supplier shall proactively and explicitly notify BACHOFEN of any legally permissible deviations and shall provide appropriate supporting documents free of charge at the request of BACHOFEN.

11 Applicable law and place of jurisdiction

This legal relationship shall be subject to Swiss law, under exclusion of the CISG. The place of jurisdiction shall be that in which the head office of BACHOFEN is located. BACHOFEN shall also be entitled to bring legal proceedings to the court with jurisdiction over the head office of the supplier.

As at: September 2023