

General Terms and Conditions of Purchase

- 1. General**

The contract between Polymetrix AG and supplier shall enter into force upon receipt of supplier's written confirmation that the purchase order received from Polymetrix AG is accepted without any changes.

The purchase order must be acknowledged by supplier within 3 working days after its receipt by signing and returning it to Polymetrix AG ('confirmation of order'). If the purchase order is not acknowledged within aforementioned period, it shall be assumed that the purchase order is accepted by supplier.

By confirmation of order, supplier accepts the present General Terms and Conditions of Purchase. These shall always have priority over any other Terms and Conditions of Supply of supplier to the contrary unless the latter have been expressly accepted in writing by Polymetrix AG. The same also applies to other terms included in the quotations and confirmation of order of supplier.

All agreements and legally relevant declarations of the parties as well as amendments to the contract must be made in writing to be valid.
- 2. Prices**

The prices listed in the purchase order of Polymetrix AG are fixed. The total price includes the price of all delivery items ('contractual subject matter'), its transportation DAP place of delivery as defined in the purchase order (Incoterms 2020), all taxes and duties as well as customs clearance, packing, marking (clause 6) and the corresponding documentation (clause 8).
- 3. Invoicing and due date of payment**

The total price shall be immediately invoiced after dispatch of the contractual subject matter, whereas the invoice being issued in duplicate. Unless otherwise agreed upon in writing and under the condition that the contractually owed subject matter is in accordance with the contract and free from defects, the invoice shall fall due within 30 days after its presentation. If the contractually owed subject matter is defective, the payment become due 30 days after rectification of defect. Cash-on-delivery consignments or bills of exchange are not acceptable. Changes in the payment address shall be timely notified by supplier in writing.
- 4. Terms of delivery**

The delivery of the contractual subject matter shall be effected DAP place of delivery as defined in the purchase order (Incoterms 2020). The delivery date specified in the purchase order is binding. Supplier has to immediately inform Polymetrix AG if it the contractual subject matter will not be supplied within the agreed delivery time. If the delivery deadline is not met, Polymetrix AG shall be entitled to insist on the due fulfilment of the contract or to terminate the contract without granting any extension of time.
- 5. Place of performance**

Place of performance is the place of delivery of the subject matter according to the contract. The place of performance for payment is Oberbüren, Switzerland.
- 6. Labeling / identification of goods / delivery note**

All delivery items shall be clearly and readily visible and accessible marked. For this purpose Polymetrix AG sends supplier labels in physical form. Supplier is obliged to attach the labels to the product respectively on the inner and outer package.

A delivery note for each partial delivery including the information provided on the labels as well as the delivery note number, the amount of packages, gross and net weight and packing dimension (length x width x height) has to be supplied together with the delivery. Furthermore, a copy of each delivery note shall be sent to procurement@polymetrix.com.
- 7. Shipment, transport and insurance**

Supplier is liable for damages due to improper packing and for damages sustained during transport and intermediate storage.

Partial, residual, advance, surplus and reduced shipments shall always be designated as such and shall be allowed only after prior written approval given by Polymetrix AG. Direct shipments to the customer of Polymetrix AG shall take place in neutral packaging. Shipping papers are neither allowed to be attached to the consignment, nor are they allowed to be affixed inside or outside of the package. An electronic copy of the shipping documents shall be sent to procurement@polymetrix.com. Upon request, supplier shall submit the number of transport / tracking number to Polymetrix AG.
- 8. Documentation**

Each delivery has to comply with the rules and regulations applicable in the place of destination. For all components and machines supplier provides instruction manuals and/or data sheets in English language. Polymetrix AG has the right to demand retroactively certificates for delivered components or machines (i.e. declaration of conformity, assembly statement). At the time of delivery instruction manuals and certificates requested in the purchase order shall be sent per email to the purchasing specialist in charge.
- 9. Warranty and correction of defects**

Polymetrix AG shall be entitled to make complaints about defects within the warranty period without observing any time limit for claims. In particular, any payment made by Polymetrix AG shall not constitute any acknowledgement with respect to quantity and quality and shall in no way affect the right of Polymetrix AG to make claims.

The warranty period is 24 months from the date of delivery. During the warranty period supplier shall immediately upon notice of defect by Polymetrix AG either repair the defective part or replace it by the same quality DAP place of destination as defined in the purchase order (Incoterms 2020). The warranty period with respect to replaced or repaired parts shall commence anew, as from replacement respectively completion of the repair. If supplier fails to immediately meet his warranty obligations partly or in full, Polymetrix AG shall be entitled at its own discretion to either claim remedy of defects, to have it remedied by third parties at supplier's expenses or to ask for a price reduction or to return the contractual subject matter supplied against reimbursement of any payment already made.

In addition, Polymetrix AG reserves the right to claim damages from supplier for non-performance or poor performance. In case of litigation between the customer and Polymetrix AG, supplier shall immediately after notification thereof participate in the litigation. If supplier does not take part in the litigation, he shall unconditionally accept the concessions made by Polymetrix AG towards the customer concerning the contractual subject matter that he has supplied.
- 10. Blueprints, directives and instructions of Polymetrix AG, technical documentation and production means**

Blueprints, directives and instructions, technical documentation such as drawings and calculations, etc. and specimens made available by Polymetrix AG to supplier shall be binding. Supplier shall verify information provided by Polymetrix AG and in case of doubt, consult Polymetrix AG.

Polymetrix AG reserves all rights on its blueprints, directives and instructions, technical documentation, specimens and production means supplied such as models, dies, tools and computer software, etc. Production means and documents as well as copyrights thereof remain in the property of Polymetrix AG and shall not be made accessible to third parties, not be duplicated and not be used for any other purpose than for the fulfilment of the contract concluded with Polymetrix AG. Exceptions hereto require the prior written approval of Polymetrix AG.

Supplier shall immediately return all blueprints, directives and instructions, technical documentation, specimens and production means to Polymetrix AG after fulfilment of all contractual obligations or after premature termination of the contract.
- 11. Patents and protective rights**

Supplier warrants that no patent rights, protective rights or other rights of third parties (e.g. computer software copyrights) are violated by the supply or by the utilization of the contractual subject matter and he shall fully indemnify Polymetrix AG against any claims made by third parties. In case of an infringement of patent rights, protective rights or other rights of third parties, Polymetrix AG shall be entitled at his own discretion and regardless of whether supplier is at fault or not, to cancel the contract and/or to claim liquidated damages from supplier.
- 12. Safety and accident prevention / Official and legal requirements and regulations**

The contractual subject matter shall comply with the state of the art, the machine safety laws and the other pertinent laws, standards and guidelines, in particular on safety, accident prevention and on threshold values for radioactivity, each applying at the time of supply. Supplier shall be liable, without any time limit, for any damage resulting from inadequate fulfilment of pertinent laws, standards and guidelines by supplier or its sub-suppliers.
- 13. Secrecy and restriction of use**

Supplier shall not be allowed, without prior written permission of Polymetrix AG, to make any contractual agreements or information of technical or commercial nature received in relation to this contract, accessible to third parties or to use them for other purposes than for the fulfilment of the contract. The secrecy obligation and restriction of use shall remain valid even after fulfilment or premature termination of contract. If the secrecy obligation or the restriction of use is violated, Polymetrix AG shall be entitled to claim liquidated damages from supplier.
- 14. Advertising**

The use of an order placed by Polymetrix AG or the business relation with Polymetrix AG for advertising or promotion purposes strictly requires the written consent by Polymetrix AG.
- 15. Further terms and conditions**

Supplier is obliged to check the contractual subject matter to be supplied for completeness, operability and quality. Parts rejected by Polymetrix AG shall be returned at supplier's expense and risk. In such a case, a compensation delivery for returned parts shall be effected by supplier without delay.

Upon written request, supplier allows Polymetrix AG and its customer or representatives to visit the production facilities. The details of the visit shall be agreed between the two parties.
- 16. Use of Personal Data**

In reference to the European General Data Protection Regulation, the supplier agrees that Polymetrix AG is entitled to process the supplier's personal data within the scope of the business relationship between the Parties or to transfer the processing of data to a third party in Switzerland and/or abroad.

Furthermore, the supplier consents in particular to Polymetrix AG transmitting the supplier's personal data to a third party in Switzerland and/or abroad for the purpose of performing and maintaining the business relationship between the Parties.
- 17. Place of jurisdiction and applicable law**

Any disputes arising out of or in connection with the contract shall be exclusively settled by the Commercial Court of the Canton St. Gallen/Switzerland. Swiss Law shall exclusively apply.

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