

§1 CONCLUSION OF CONTRACT

CONICA places orders exclusively on the basis of these General Terms and Conditions of Purchase. Any terms and conditions of the supplier that deviate from or supplement these General Terms and Conditions of Purchase are not binding for CONICA, even if CONICA does not expressly object to them or the supplier declares that it only wishes to provide goods and services under its general terms and conditions or if these are attached to its declaration of acceptance or delivery note. Orders must be confirmed by the supplier in writing within two (2) working days, stating the order number and the responsible Supply Manager if the supplier does not confirm an order within two (2) working days, CONICA may revoke the order. Silence does not constitute consent. Offers, orders, confirmations, reservations and delivery call-offs as well as amendments and supplements thereto and references to framework agreements must be made in writing. Verbal agreements are only binding if they have been confirmed in writing. References to the written form used in these General Terms and Conditions of Purchase include the transmission of declarations of intent via e-mail or fax.

§2 PRICES

The agreed prices are binding fixed prices and may not be changed as a result of material price and/or wage increases. Statutory value added tax is not included in the price. Unless otherwise agreed, the supplier is obliged to deliver both domestically and abroad in accordance with DAP (destination) as per Incoterms® 2020.

§3 INVOICING, TERMS OF PAYMENT

A separate invoice must be issued for each delivery, stating the CONICA order number and the Supply Manager. Settlement of an invoice shall not be deemed to be a waiver of a notice of defects in respect of the invoiced goods. In the event of defective delivery, CONICA is entitled to withhold payment to a reasonable extent until performance is achieved in accordance with the contract. Invoices must not be enclosed with the goods, and must instead be sent separately. Payment shall be made within sixty (60) days with a 2% discount or within ninety (90) days net after delivery or performance on the agreed delivery date or within the agreed delivery period and on receipt of invoice.

§4 DELIVERY DATES, DELIVERY PERIODS

The agreed delivery dates and periods are binding. Receipt of the goods in line with the contract at the destination shall determine compliance with the same. Any delays in delivery for any reason whatsoever recognisable to the supplier must be reported to the Supply Manager immediately. **In the event of delayed delivery, the supplier is obliged to compensate for all direct and indirect damages caused by the delay, even if it is not responsible for the delay.** It shall also be liable for any express surcharges, contractual penalties and price differences that arise due to the delay if the goods have to be purchased from another supplier at a higher price, etc. Supplier is even liable for accidental damage. Acceptance of a delayed delivery or performance does not constitute a waiver of any claims for compensation. In the event of non-compliance with the agreed delivery periods/deadlines, CONICA may, at its own discretion, a) set a grace period and claim damages for the delay or b) waive subsequent performance and either claim compensation for damages resulting from non-performance or withdraw from the contract and claim compensation for damages resulting from the lapse of the contract. If a delivery is made before the agreed delivery date, CONICA reserves the right to return the goods at the supplier's expense. If the goods are not returned, the goods shall be stored until the delivery date at the expense and risk of the supplier. Demurrage charges for deliveries by rail up to the agreed delivery date shall be borne by the supplier. Early deliveries do not result in the due date of the invoice being brought forward.

§5 QUANTITIES

The agreed order quantities must be adhered to. Partial deliveries require CONICA's prior written consent. If the supplier delivers a higher quantity than the quantity ordered, CONICA may return the excess quantity at the supplier's expense. If the excess quantity delivered can only be separated from the quantity ordered with a disproportionate amount of effort, CONICA may return the entire delivery at the supplier's expense. All claims for compensation remain reserved. CONICA also has option rights pursuant to §4 Non-compliance with delivery dates, delivery periods. Sub-deliveries must be notified as soon as possible and require CONICA's prior written approval.

§6 ACCEPTANCE/INSPECTION OF GOODS

CONICA will inspect the goods as soon as possible after receipt, but without being bound by any time limit. The time limits and obligations of the buyer pursuant to Article 201 of the Swiss Code of Obligations (Obligationenrecht) are expressly excluded. CONICA is entitled to raise any notices of defects at any time after the discovery of a defect and irrespective of the nature of the defect until the warranty period expires. Any costs incurred as a result of samples, tests, etc. that are required as a result of non-conforming or defective delivery shall be borne by the supplier.

§7 QUALITY/LIABILITY

The supplier guarantees that the delivery or performance conforms to the agreed or assumed specifications and that it is free from any circumstances or defects which nullify or reduce the value or suitability of the good or service for normal use or for the use assumed under the contract. Any defect and any wrong delivery may be notified at any time during the statutory limitation period, irrespective of the time of discovery. Irrespective of the nature and materiality of the defect, CONICA may, at its own discretion, demand a reduction in price, subsequent delivery or repair, replacement delivery or rescission. **The supplier shall also be liable, irrespective of fault, for any damage, whether this is damage caused by a defect or consequential damages, consequential loss, loss of profit, loss of orders, or other direct or indirect damages.** The supplier shall also be liable for the costs of dismantling and installation which are attributable to the supplier's delivery or performance. CONICA reserves the right to withhold payment in whole or in part until, insofar as CONICA demands replacement, the supplier has fulfilled its obligation to deliver faultless replacement goods or until the factual situation with regard to rescission, reduction and compensation has been clarified in a binding way. Upon first request, the supplier shall fully indemnify CONICA against all claims by third parties arising from violations of safety regulations or applicable laws or on the basis of domestic or foreign product liability regulations in connection with its delivery or performance. This also applies if CONICA is held liable for a defect in its products that is attributable to the supplier's delivery or performance. Furthermore, the supplier is obliged to reimburse CONICA for any related court and procedural costs as well as external legal fees. Further claims for damages remain unaffected by this.

§8 PACKAGING, TRANSPORT, INSURANCE

Hazardous substances must be packaged and labelled in accordance with the applicable laws, and the relevant safety data sheets must be supplied. Dangerous goods must also be packaged and labelled in accordance with the applicable laws, and the dangerous goods classification or, if applicable, the note 'no dangerous goods' must be included on the delivery note. The supplier must comply with all transport-related safety requirements for the transport of the goods to the place of destination. In the absence of any agreement to the contrary, the supplier shall decide at its own discretion whether or not to have its delivery or performance insured.

§9 SHIPPING REGULATIONS

Each delivery shall be accompanied by a delivery note stating the order number, the Supply Manager, the description of the goods, the net and gross weights, the exact quantities, the country of origin, the customs tariff number (both in domestic traffic and international traffic) as well as the agreed documentation and technical documents. Payments may be withheld until they are received. For deliveries and performances originating from outside Switzerland, proof of import

customs clearance by presentation of the official documentation is required on delivery at the latest. In the absence of this information or proof, acceptance may be refused. Partial and residual consignments are to be designated as such. Dispatch notes, waybills and accompanying documents must contain CONICA's order number as a minimum. For deliveries by rail, a copy of the dispatch notification with a material designation, order number, rail tank wagon/container number, date of departure, batch number and net weight must be sent to the Supply Manager on departure (by e-mail). In addition, the requirements of the respective current supplier information shall apply, which will be sent to the suppliers separately if required. Unless otherwise specified, deliveries to destinations shall be made as follows:

- Mail items sent to CONICA must addressed as follows: Industriestrasse 26, 8207 Schaffhausen

- Rail consignments carriage paid to station railway siding 85-034249 8207 Schaffhausen

- Lorry deliveries to CONICA's address: (Access via Solenbergstrasse) Breitwiesenstrasse 2, 8207 Schaffhausen, delivery hours: 7.15 a.m. – 1 p.m.

In the event of non-compliance, the resulting costs shall be borne by the supplier.

§10 WARRANTY OF TITLE

The supplier guarantees that no intellectual property rights or other rights of third parties are infringed by the provision and use of its delivery or performance. If such rights are infringed, the supplier shall fully indemnify CONICA against all claims asserted or threatened, regardless of fault, when first requested to do so. Furthermore, the supplier is obliged to reimburse CONICA for any related court and procedural costs as well as external legal fees. Further claims for damages remain unaffected by this.

§11 DOCUMENTATION AND INFORMATION

All documentation and information provided to the supplier, such as plans, sketches, calculations, samples, drawings, models, recipes, tools, delivery, testing and manufacturing specifications, are part of CONICA's order and become binding for the supplier on acceptance of the order. CONICA retains ownership and all intellectual property rights to all documentation and information that CONICA hands over or communicates to the supplier. The supplier must keep such documentation and information in a safe place, is not permitted to make any changes to it and is only permitted to use it for the purpose of executing the order. Without CONICA's prior written consent, the supplier is not entitled to provide deliveries or performances to third parties on the basis of such documentation and information, or to copy, reproduce or in any way bring such documentation and information to the attention of third parties who are not directly commissioned by the supplier to carry out work in connection with a CONICA order and who are not subject to equivalent restrictions. The supplier shall return such documentation and information at any time when first requested to do so, however, it shall do after providing its good or service at the latest, without being asked to do so. It is not allowed to keep any copies. The obligations under §11 shall apply for an unlimited period of time.

§12 SUBCONTRACTING

Subcontracting or passing on of orders from CONICA to third parties without CONICA's prior written consent is not permitted. Any breach of this provision entitles CONICA to withdraw from the contract without notice or to waive the supplier's performance in whole or in part without compensation. CONICA reserves the right to claim damages.

§13 ASSIGNMENT OF CLAIMS, OFFSETTING

The assignment of the supplier's claims against CONICA as well as the offsetting against CONICA's claims by the supplier are excluded without CONICA's prior express written consent.

§14 GENERAL TERMS AND CONDITIONS OF PURCHASE

Our General Terms and Conditions of Purchase shall apply to all contracts concluded with the supplier without the need to refer to them in each individual legal transaction. If one or more provisions of these General Terms and Conditions of Purchase are or become invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. The contracting parties shall be obliged, within the scope of what is reasonable and in good faith, to replace the invalid provision with a provision that is equivalent to it in terms of economic outcome.

These General Terms and Conditions of Purchase replace all previous versions without exception. CONICA reserves the right to make changes to the General Terms and Conditions of Purchase at any time.

§15 JURISDICTION/APPLICABLE LAW

All disputes arising from or in connection with this contract, including the validity, breach or dissolution of it, shall be exclusively settled by the ordinary courts in Schaffhausen. Swiss substantive law shall apply to the exclusion of the conflict of laws rules (IPRG). The application of the UN Convention on Contracts for the International Sale of Goods (UN Sales Convention, Vienna Sales Convention) is excluded.

§16 DATA PROTECTION/PRIVACY

The supplier hereby agrees that data provided by it for the purposes of establishing and performing the contractual relationship will be collected, stored and used. CONICA complies with the regulations of Swiss federal law on data protection (CC 235.1, FADP). The supplier is obliged to treat all commercial or technical details of which it becomes aware through the business relationship as confidential and to not make these accessible to any third party. It shall oblige its subcontractors to do so accordingly. The supplier may only refer to business connections with CONICA in advertising or other materials after CONICA has given its written consent for it to do so.