

General Terms and Conditions of Purchase for Alpinamed AG

(a company of the Gebro Holding GmbH group)

1 Scope of application

- 1.1 These conditions apply for all purchase orders, commissions and contracts in which we are the customer, purchaser or commissioning party. They also apply for future transactions.
- 1.2 The general terms and conditions of the contracting party do not apply

2 Orders

- 2.1 Our order, with all specifications and documents, is commercially confidential.
- 2.2 Until our order has been accepted, we are entitled to withdraw it at any time. Information attached to our enquiries or orders such as plans, drafts, data, samples, moulds, models, printing plates, print templates, lithographs or samples remain our property and may only be used for our purposes. They must be automatically returned to us, at the latest, with the invoice or at any time at our request and at the cost of the contracting party. Until they have been returned the contracting party bears the risk of accidental loss or accidental damage.
- 2.3 We do not compensate for the preparation of tenders and tender documentation (plans, drafts, technical specifications, etc.). By accepting our offer the contracting party confirms that it has all the necessary information, data, descriptions, plans and technical specifications and also that it has sufficient knowledge of the local conditions.

3 Delivery/service

- 3.1 The delivery/service deadline is the date that we specify for the delivery/service at the delivery site/place of service. We are entitled to move the delivery/service deadline forwards or backwards, insofar as this does not represent a disproportionate complication for the contracting party.
- 3.2 Insofar as nothing to the contrary is stated in our order, the delivery site/place of service is our premises in Freidorf/TG. Risk is transferred only once the goods have been unloaded and accepted at the delivery site and the performance of any other service at the place of performance.
- 3.3 We are entitled to refuse early or late deliveries/services.
- 3.4 The contracting party must inform us of any impending delays immediately and in writing.
- 3.5 We are entitled to refuse partial, short or excess deliveries/services.
- 3.6 In the case of partial deliveries we are also entitled to cancel the whole order.
- 3.7 A delivery docket marked with our order number and order date and stating the type and number of the goods delivered must be handed over with the delivery.
- 3.8 Units in a delivery (e.g. pallets, cardboard boxes) must be clearly marked, so that it is easy to identify which goods in which quantities are packed in each unit.
- 3.9 A delivery/service is deemed to have been fully completed if the contracting party has given us all the agreed or standard documentation (e.g. invoices, freight documents, analysis certificates, harvest protocols, technical documents, instruction manuals).
- 3.10 If hazardous goods are being delivered, a corresponding note must be made on the freight papers with information on the hazardous goods class. In addition, the legal or other prescribed hazardous goods information sheets must be included.

- 3.11 The delivery/service must be completely retraceable.
- 3.12 We are entitled to cancel parts of the agreed scope of performance even once the contract has been concluded by a unilateral statement. In this case, compensation shall be reduced by the amount of the part that has been cancelled.
- 3.13 Retention of title against us is excluded.
- 3.14 In the case of delay we are entitled to withdraw from the contract without setting a grace period. Moreover, we are entitled to demand a contractual penalty that is due immediately of 1% of the amount of the order for every part week of delay, but at most 10%. The contracting party must also compensate any damage that exceeds this, such as the costs and expense that are incurred for us through its delay.

4 Prices, invoicing and settlement

- 4.1 The prices are fixed prices and include all the expenses for the complete performance of the delivery/service (DDP delivery/place of performance Incoterms 2010) such as, in particular, transport, insurance and packaging as well as plans, models, moulds and such like. These then become our property.
- 4.2 Alpinamed will in no way accept any price changes that result from an increase in costs, particularly if these are based on a change in materials costs or raw materials prices that come into force between conclusion of the contract and delivery. Such price changes must be paid by the seller/supplier. The same condition also applies to price changes connected with energy costs (fossil fuels, electricity, etc.).
- 4.3 The invoice must be sent to us immediately upon delivery. The invoice must not be included with the delivery.
- 4.4 A prerequisite for the payment becoming due for settlement is that our order number and the exact description of the goods/services delivered must be stated on all invoices. A further prerequisite for the payment becoming due for settlement is that the invoices must also show the contracting party's IBAN and BIC code or ESR connection.
- 4.5 If the delivery/service is faulty we are entitled to withhold payment until performance has been rendered in full.
- 4.6 Unless agreed otherwise, if payment is made within 14 days following receipt of the invoice there is a 3% discount otherwise it is net within 60 days.
- 4.7 The place of performance for the payment is Freidorf/TG.
- 4.8 The default interest rate is 5% p.a.

5 Warranty

- 5.1 The delivery/service must correspond to the agreement, the usual standard qualities, the state of the art as well as all relevant provisions and rules. In particular, plant and machinery must satisfy the specifications and the product-specific norms for safety and functionality.
- 5.2 The contracting party must guarantee in particular that no rights of third parties are infringed by the delivery/service and shall indemnify us against any claims due to the infringement of such rights.
 - 5.2.1 The contracting party is obliged to monitor its production on an ongoing basis and according to internationally recognised procedures and criteria and must check the quality and quantity of its delivery itself. Any duty of examination and reporting of faults by us is expressly waived.
- 5.3 The contracting party is obliged to exchange faulty goods or to rectify the fault within an appropriate period of time or to grant us a price reduction, as we see fit. We are entitled to request the exchange of the goods in question in full or the cancellation of the contract even if only individual components or parts of the service are faulty.

- 5.4 If the contracting party refuses to rectify the fault, if it falls behind with the repair or if the repair has failed, we are entitled to rectify the fault ourselves or to have the fault rectified at the risk and cost of the contracting party. We are also entitled to do this if damage or loss appears to be imminent, for example, if we have to fulfil our duties to third parties.
- 5.5 In the case of hidden defects the warranty period begins from the time the defect is identified.

6 Damages

- 6.1 The contracting party is liable for all damages arising from a violation of the contract. This also applies to claims from product liability. We are also entitled to enforce such claims if we mainly use the delivery/service in our company.
- 6.2 The contracting party is obliged to have liability insurance with cover of at least CHF 1 million and to maintain this for at least five years following delivery/service. Contract manufacturers must also have product liability insurance of at least CHF 10 million. The parties must be able to show us proof of this insurance upon request.

7 Duty of confidentiality

- 7.1 The contracting party is obliged to maintain confidentiality and must not divulge the business relationship with us or any information that concerns us or our business partners even once the contract has been fulfilled.
- 7.2 The contracting party may pass on the information that is subject to confidentiality to its suppliers if and insofar as it is required for the fulfilment of its contractual duties, subject to prior written agreement with us and following consultation with us. The prerequisite for this is, however, that the supplier is obliged to maintain the same degree of confidentiality with regard to us and our business.

8 Tools

- 8.1 Tools that are provided by us or fully or partially produced at our cost are and remain our property. They may only be used for goods or services that are manufactured for us or delivered to us. The contracting party is obliged to insure the tools for their value when new at its own cost. It hereby assigns to us all the claims for compensation arising from this insurance.
- 8.2 The contracting party must check and service the tools at its own cost. Any loss or damage must be reported to us immediately.
- 8.3 Until the tools are returned to us the contracting party bears the risk for any loss or damage of the tools. It must return them to us immediately upon our request and at its own cost.

9 Material provided

- 9.1 Any material provided remains our property. It must be stored and managed separately by the contracting party according to our instructions and free of charge and it must be clearly marked as our property. The contracting party must order the material from us in good time and in sufficient quantities to ensure that it can fulfil its delivery obligations in full and on time
- 9.2 Material provided may be used only for goods or services that are manufactured for us or delivered to us. The contracting party is obliged to insure the material provided by us at its original value. It hereby assigns to us all the claims for compensation arising from this insurance.

10 Individual software, programming, standard software

- 10.1 Individual software is software that we commission the contracting party to programme for us. Programming includes the services of the contracting party for the implementation of individual or standard software in our IT environment. Standard software is software that the contracting party program and uses individually or as a package independently of us.

- 10.2 The contracting party grants us the exclusive, indefinite, unlimited and transferable right of use of the individual software and programming including source codes. In particular, we are entitled to use, amend, update, expand, modify, further develop, copy and publish the services of the contracting party for our own purposes and for those of third parties in any way whatever. The contracting party also grants us the non-exclusive, indefinite and unlimited right of use of the standard software.
- 10.3 This right of use is reimbursed by the compensation that the contracting party receives for its services.
- 10.4 In the case of the early termination of the contract, the right of use pursuant to Par. 2 shall apply for the services provided by the contracting party until the time of termination.
- 10.5 The contracting party must deliver its services in object code form on the data storage media. The contracting party is obliged to provide us with the complete and annotated source code for the software/programming and the development documentation on CD-Rom or a similar storage medium together with the individual software/programming. The source code and the development documentation are reimbursed by the compensation that the contracting party receives for its services.
- 10.6 In the case of software the contracting party guarantees, in addition to § 7 of these terms and conditions, that its services are free from malware and that it has the (in the case of individual software and programming exclusive) rights of use to its services. In addition it guarantees that it may freely implement these rights of use and that it is unaware of any circumstances that would prevent the actual use of these rights.

11 Final provisions

- 11.1 The contracting party is not authorised to assign its claims against us to third parties without our authorisation. It must make this non-assignment clause clear in its books.
- 11.2 All legal relationships between us and the contracting party are subject to Swiss substantive law. The UN Convention on Contracts for the International Sale of Goods is precluded.
- 11.3 The exclusive place of jurisdiction for disputes is Arbon/TG.
- 11.4 The German text is decisive in all matters of interpretation of this contract and its terms and conditions.
- 11.5 The contracting party may use us and/or its services to us for advertising purposes or as a reference following our prior written authorisation.
- 11.6 The contracting party agrees that we can record and process its data in our EDP system.

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