

General Conditions of Purchase for Goods and/or Services

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1. Scope of application

- 1.1. These General Conditions of Purchase (GCP) apply to the purchase of all materials, items, products, components, software and all services (hereinafter "Goods") offered or provided by all suppliers (hereinafter "Supplier") to all current and future companies belonging to Interprox SA, rue du Stand 63, CH-2800 Delémont, (hereinafter "Purchaser"), in particular ml&s Suisse SA. By accepting an order from the Purchaser, the Supplier confirms his acceptance of the GCP.
- 1.2. In the event that certain provisions of the GCP cannot be applied for whatever reason, this shall not affect the validity of all the other terms and conditions in the GCP.
- 1.3. The particular clauses of an order, the specific provisions (contracts) agreed in writing between the Purchaser and the Supplier, and any other documents to which they refer and which would contradict the present GCP, shall prevail over the latter.

2. Master orders and contracts

- 2.1. The Purchaser is not bound by any order, modification of an order, addition or amendment without a written consent issued by the Purchaser that has been duly signed by the persons authorised to bind the Purchaser.
- 2.2. Orders placed by the Purchaser include the text of the order, the General Conditions of Purchase, as well as any annexes (plans, remit, specifications, etc.). The Purchaser only commits to buying the quantities ordered.

3. Order confirmation

- 3.1. Unless otherwise agreed, the Supplier shall confirm the order within a maximum period of three working days after receiving the said order.
- 3.2. If the order confirmation complies in full with the order, the Supplier definitively accepts it. If the order confirmation differs to the order, it is synonymous to a new offer and the Purchaser can therefore refuse it.

4. Confidentiality – exclusive proprietary rights on the materials made available

- 4.1. The Supplier undertakes personally and on behalf of the persons for whom he is responsible, not to disclose the information he will receive or may obtain when the Purchaser places an order.
- 4.2. Failure to comply with this obligation will result in the Purchaser, by right, terminating all outstanding orders, and the possibility of claiming damages.
- 4.3. The plans, drawings, specifications and other documents, as well as the models and tools submitted for implementing the orders, remain the property of the Purchaser and must be returned to the Purchaser upon completion of the order without having been copied. The material made available to the Supplier for implementing the order or contract, are the responsibility of the Supplier who will arrange insurance cover against any damage that may affect them.
- 4.4. The Supplier shall be liable for any damage or deterioration affecting the material submitted and for its maintenance.

- 4.5. The proprietary rights and copyrights attached to the designs, drawings, samples and other documents delivered by the Supplier at the Purchaser's request, shall become the property of the latter and cannot under any circumstances be reproduced or disclosed to third parties without his prior written permission.

5. Executing the order

- 5.1. The Supplier is required to carry out the orders assigned to him by the Purchaser. An order may only be transferred to a third party for execution on the express condition that the Purchaser is informed and gives his prior written consent.
- 5.2. In the event that this provision is not complied with, the Purchaser shall be entitled to cancel any pending orders or orders already executed, while retaining his claims for possible compensation and damages.
- 5.3. The Supplier shall ensure this order is complied with in accordance with the principles of best practice, under his sole direction and sole responsibility. If necessary, he will inform the Purchaser of any event that may adversely affect the correct execution of the order, in particular by communicating to him, at any time, the relevant information in this regard.
- 5.4. The Purchaser may request to have access, within the regular business hours, to the Supplier's establishments and those of his subcontractors so that he may follow the progress and control the execution of the order. The sole purpose of the checks carried out in the course of the manufacture is to inform the Purchaser, they do not relieve the Supplier of his liability for any defects and non-conformities in the delivered Goods.
- 5.5. The Purchaser may ensure, by means of the relevant checks, that the order is technically being executed properly and request any non-compliant work or execution to be suspended, if it falls within the terms of the order, or if it fails to comply with the laws, standards in force or principles of best practice.

6. Health, safety and hygiene

- 6.1. The Supplier shall take all necessary measures to ensure the safety of the persons and equipment on the Purchaser's site, rue du Stand 63, CH-2800 Delémont. In addition to complying with the legislation in force in the country where the goods are to be delivered or where the service is to be realised and the applicable rules of the current technique for health, safety and hygiene at work, the Supplier, at the Purchaser's site(s), shall observe the Purchaser's rules for health, safety and hygiene, which he is obliged to be aware of.
- 6.2. In the course of construction or assembly work, the Supplier must comply with the safety and hygiene standards in force.
- 6.3. Furthermore, in the context of his deliveries and in addition to the details referenced in the contract or order, the Supplier shall ensure that the best common practice is respected, as well as the provisions relating to the health and safety requirements concerning the Goods delivered. In particular, he will comply with the standards in force DIN, EN, ISO, VDE, CE and ROHS directives and the REACH regulation on the restriction of chemicals. The Supplier guarantees his own subcontractors will comply with the aforementioned standards.

- 6.4. Failure to comply with these regulations and the ensuing formalities, may result in the cancellation of the order, and if so, suspension of the work. The Supplier is also committed to repairing any resulting damage.

7. Prices

- 7.1. The prices agreed for an order are valid until the order has been executed in full. A Supplier only reserves the right to potentially change a price with the prior written consent of the Purchaser. The Party that initiates a price change request that has been rejected by the other Party after a bona fide negotiation, shall inform the other party of his intention, within 30 days, either to continue the order(s), or contract(s), or to cancel it/them in accordance with point 17.1 of the present GCP, or to apply to the competent authority with a view to settling the dispute between the Parties. However, during the negotiation and/or until the end of the cancellation notice and/or until the final binding decision of the concerned authority has been imparted, the master order(s) and/or contract(s) shall be carried out under the terms of the contract, including the current prices.
- 7.2. The prices quoted on the orders include all taxes (excluding VAT), fees, insurances, packaging and protection elements as well as all the documents, accessories, adapted equipment and/or tools required for the full and functional use and maintenance of the goods. They also include all other costs incurred by the Supplier in executing the order as well as payment for the use of any industrial or intellectual property rights, including those of third parties.

8. Terms of payment - invoice

- 8.1. Unless otherwise expressly agreed with the Supplier, the invoices shall be paid within 30 (thirty) net days or 14 (fourteen) calendar days with a 2% discount, from the date of issue.
The Purchaser reserves the right to suspend the payment of invoices in case of deliveries of Goods declared non-compliant during the entry check or during a subsequent detection of the non-conformity.
- 8.2. The invoice is checked upon its receipt and deemed as approved if nothing is communicated to the contrary.

9. Lead time

- 9.1. The date of delivery confirmed and accepted by the Purchaser is the compulsory deadline for when the delivery is to be made at the location specified by the Purchaser.
- 9.2. The Supplier shall be deemed as liable for delivering by the due date without the need for any further procedures.
- 9.3. In the event that a delivery is delayed, the Supplier must:
- proactively inform the Purchaser from the onset of the problem
- put forward an action plan to solve the problem and submit a new delivery schedule that respects the demands of the Purchaser as fully as possible.

10. Warranty - liability insurance

- 10.1. In addition to complying in full with the terms of the order and any associated documents, with the laws and regulations in force in the area relating to the order, as well as with the provisions of common law governing defects and concealed flaws, the Supplier guarantees to provide an operation that fully satisfies the

requirements expected by the Purchaser for two years from the date of approval for the components and products, and for two years from the date of commissioning for the equipment. The warranty will cover the cost of parts and labour. The Supplier's warranty does not cover defects resulting from the normal wear and tear of goods, all use that does not concur with the associated documentation, or any demonstrable negligence on the part of the Purchaser and/or his staff.

- 10.2. The Supplier agrees to indemnify and hold harmless the Purchaser for claims and suits that may be asserted against the Goods he delivers to him. He also agrees to indemnify the Purchaser against any actions of infringement by a third party. In such a case, he shall assume full responsibility and take care of the damages that may arise from such action.
- 10.3. Limitations to the Supplier's liability or warranty are not recognised in any form whatsoever, unless a prior agreement has been made between the Purchaser and the Supplier.
- 10.4. The Supplier undertakes to indemnify the Purchaser, both during and after the contract or order is implemented, against any damage to property or intangible loss that may be incurred as a result of partial or total non-performance or failure to comply with the contract for a reason that is attributable to him, any loss or damage resulting from acts or omissions on the part of the Supplier, as well as in the event of fatalities or any bodily harm caused by the Supplier. He is also responsible to this extent for his subcontractors, partners, employees and agents. The indemnity referred to above shall, where appropriate, extend to consecutive charges and convictions, unless the Purchaser and the Supplier agree otherwise beforehand.

11. Delivery

- 11.1. The Supplier must notify his delivery service and transporters, that unless special agreements have been made, all deliveries are to take place during office hours, Monday to Friday from 8:00 to 12:00 and 13:15 to 16:15 (excluding public holidays and site shutdowns).
- 11.2. In order to be able to assign and identify the deliveries, they will all include a dated document written on the Supplier's letterhead showing the reference of the Purchaser's order and the details of the Goods delivered, their net weight, the despatch date, the number of parcels, the tariff item corresponding to the product when it is a delivery from abroad and whether it is a complete or partial delivery or balance of an order.

12. Receipt – approval

- 12.1. The goods are checked within 20 working days following the delivery with regard to their compliance with the terms of the order and the expectations in terms of results that may be included in the documents accompanying the order. The Purchaser has a period of 20 working days after noting the demonstrable non-conformity to inform the Supplier. Depending on the type of material, a supplier's control report or a material certificate may be required. This control fulfils all the inspection and claim obligations.
- 12.2. In the case of a non-conformity, the Purchaser shall notify the Supplier of the defects within the time limit referred to in point 12.1 and will be entitled, at his discretion:
 - 12.2.1. to cancel the purchase by exercising his rights in accordance with art. 205 of the Swiss Code of Obligations;
 - 12.2.2. to accept the said Goods in return for a reduction in the price that reflects the depreciation;
 - 12.2.3. to reject the non-compliant goods and to have the Supplier proceed with the delivery of replacement Goods deemed to be equivalent within an agreed timeframe, or to rectify these Goods in order to render them

compliant within an agreed timeframe either by the Supplier, the Purchaser or a third party at the expense and risk of the Supplier.

- 12.3. No inspection, approval or acceptance of the Goods shall release the Supplier from his liability for defects and failures to comply with the terms of the order and the documents that may be enclosed with it. If any defects are noted at a later date, the Supplier shall be liable for the defects discovered in accordance with point 10.4 of these GCP. The Purchaser shall notify the Supplier within 20 working days of their discovery and may apply the rights mentioned in point 12.2.1/2/3 of these GCP.
- 12.4. In all the above-mentioned cases, the Purchaser reserves the right to claim compensation for any losses incurred in accordance with the provisions of the relevant law.
- 12.5. The Supplier shall provide a follow-up that complies with the requirements of the notice of non-compliance for every claim the Purchaser asserts.
- 12.6. If the Supplier finds defects in goods already delivered, he must immediately inform the department responsible for the quality of the Purchaser.

13. Technical documentation and maintenance user manual

The Supplier shall provide the Purchaser, within the timeframe agreed in the order or when the Goods are delivered at the latest, all the technical documentation relating to the goods including the instruction and maintenance manual(s), the training manual(s), drawing(s), technical data sheet(s), product safety record(s), inspection certificate(s), compliance certificate(s) and any other useful documentation. Unless otherwise specified in the order, the delivery of software or Goods including software shall include the source codes and other relevant codes so that the Goods can be serviced and/or adapted when necessary. The technical documentation or any specific equipment or accessories relating to the execution of an order remain the property of the Purchaser and shall be considered as an integral part of the Goods within the meaning of the GCP. Unless otherwise specified, this documentation must be supplied in the language of the country of delivery.

14. Transfer of ownership – transfer of risk – terms of delivery

- 14.1. Ownership is transferred at the time of delivery, unless a consignment of Goods is agreed between the parties at the Supplier's site.
 - 14.1.1. Unless otherwise agreed, the Supplier shall not be entitled to assert a retention of title clause.
- 14.2. Transfer of risk: The Supplier shall be liable for the loss, theft or damage of any kind that could be sustained by the property up to the place of delivery. The transfer of risk is determined by the Incoterms of the order.
- 14.3. Unless otherwise agreed, the Goods are transported at the Supplier's own risk. The Goods are forwarded and returned all duties paid to the delivery address indicated on the order, under the terms of DDP, according to the rule provided in the Incoterms CCI 2010.
- 14.4. Insurance: In all cases where the Supplier organises the transport, and the Incoterm DDP does not govern the terms of delivery, the Supplier shall:
 - inform the Purchaser of the arrangement of transport insurance cover for the risks within his remit of responsibility;

- cover all the risks that may arise during the transport of the Goods from the Supplier's warehouses to the unloading of the Goods in the Purchaser's warehouse, by taking out a transport insurance policy to cover 100% of the value of the invoiced Goods and any additional costs incurred because of the damage.

15. Exclusions

The Purchaser is not subject to any other obligation that he has not expressly accepted. In particular, the so-called use and customs clauses cannot be enforced on the Purchaser, if he has not expressly accepted them.

16. Force majeure

- 16.1. For the Purchaser to be able to accept the Supplier's claim based on the *force majeure* clause in order to justify a breach or a delay in implementing the order, the Supplier needs to have advised the Purchaser of the *force majeure* event by means of recorded post that has been signed for on receipt and to also inform him of how it impedes the Supplier's ability to fulfil his obligations.
- 16.2. All events affecting the Supplier, as well as public transport strikes or any other events that may have been foreseeable do not constitute a case of *force majeure*.
- 16.3. In the event of a *force majeure*, the Purchaser may at his discretion agree with the Supplier to revise the delivery time or cancel the order, either in full or in part, without further obligation or liability, and request the reimbursement of any money already paid.
- 16.4. The cost of partial deliveries already made shall only be due in cases where the latter may be fully used by the Purchaser despite the subsequent failure to deliver the remainder of the order. The seller must reimburse any amount exceeding this cost and paid in advance by the Purchaser.

17. Termination clauses

In case of failure to comply with any of the terms in the order, or in the event of a change in the control of the Supplier, direct or indirect, or the transfer of the company or organisation of the Supplier, the Purchaser may terminate all or part of the order subject to written notification to the Supplier, without prejudice to any other recourse and claims in damages, and to require the Supplier to reimburse all sums paid by the Purchaser and all expenses borne by him relating to the Supplier's failure. The Purchase may notify the Supplier in writing, sent by recorded post with an acknowledgement of receipt, and the termination may come into force 30 days after the Supplier's formal notice.

18. Ethics/sustainable development

- 18.1. The Supplier and his subcontractors undertake to preserve the environment from the harmful effects of their processes to the extent possible, by limiting the use of harmful and toxic products.
- 18.2. The Supplier shall ensure human rights are respected in his company and by his subcontractors by committing to respect and enforce Convention No. 138 of the World Labour Organization concerning the minimum age for admission to employment.

19. Governing law

All orders, purchase orders, master contracts, executive orders and contracts are subject to the provisions of Swiss law.

The standards of the United Nations Convention on Contracts for the International Sale of Goods (CISG) may not be applied.

20. Jurisdiction

It is expressly agreed that the headquarters of Interprox SA in Delémont is the exclusive place of jurisdiction for all disputes.