

General Terms and Conditions of Purchase

Cendres + Métaux SA and Cendres + Métaux Lux SA, Biel

1. General points

- 1.1. Our terms and conditions of purchase shall apply exclusively. We only recognise conflicting or deviating conditions of the Supplier if these have been confirmed in writing or are in accordance with mandatory legal provisions. This shall also apply in the event of unconditional acceptance of a delivery in the knowledge of conflicting conditions.
- 1.2. They shall apply to all future transactions with the Supplier even if they are not expressly referred to again in the individual case.

2. Conclusion of contract, contract amendments

- 2.1. The preparation of the Supplier's offer shall be free of charge. If our enquiry contains ambiguities, gaps or technical specifications which impair or negate the suitability of the delivery item for the intended use, or if it contains deviations or gaps with regard to the state of the art in science and technology, legal provisions or with regard to the technical expediency of the requested specifications, this must be pointed out in the offer, as well as any other deviations from the offer enquiry.
- 2.2. Our orders or any supplements thereto are only binding if they are issued by us in writing. Sketches, drawings, specifications etc. referred to therein shall form integral parts of our order.
- 2.3. If our order is not confirmed in writing by the Supplier within a period of five working days after receipt, we shall be entitled to revoke it without the Supplier being entitled to any claims as a result.
- 2.4. Deviations from the order must be expressly indicated in the order confirmation. These shall only become part of the contract if we agree to them in writing.
- 2.5. Within reasonable limits, we are entitled to call for changes with regard to the design or execution of the delivery item or with reference to the delivery date even after conclusion of the contract. If, as a result, additional or reduced costs are incurred or the scheduled dates are postponed, we must be informed of this within five working days at the latest. The parties shall then agree on an appropriate adjustment of the contract.

3. Prices and payment

- 3.1. The net price stated in the order is binding. In the absence of any written agreement to the contrary, the price shall include the costs of dispatch as regulated by the agreed Incoterm and of any certificates of origin or certificates specifying the technical condition of the goods.
- 3.2. We can only process invoices if these - in accordance with the specifications in our order - state the order number shown there as well as the order item and our article number. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation.
- 3.3. Unless otherwise agreed, we will pay the invoiced amount within 14 days (calculated from delivery and receipt of the invoice) with a 3% discount, or else net within 60 days after the due date and receipt of the invoice.
- 3.4. We shall be entitled to rights of set-off and retention to the extent provided by law. In the event of the delivery of defective goods, we shall also have the right to retain payment in the amount of three times the costs required to rectify the defect.

4. Delivery times

- 4.1. The delivery time stated in the order is binding. Insofar as the Supplier is obliged to provide, in addition to the goods, certificates concerning their origin or technical condition, these must also be provided within the agreed delivery time. The provision of such certificates forms an essential part of the Supplier's fulfilment obligations. The receipt of the delivery by us or at the agreed delivery address shall be decisive for the observance of the delivery time.
- 4.2. The Supplier is obliged to inform us in writing without delay if circumstances arise or become apparent to him which indicate that the delivery time cannot be met. If it is apparent in advance that the agreed delivery date cannot be met, delivery may be waived and compensation claimed even before the agreed delivery date is reached.
- 4.3. The acceptance of a delayed delivery or acceptance inspection for which the Supplier is responsible does not imply any tacit waiver of the assertion of claims for damages. In the event of a delay in delivery or a delayed acceptance inspection, we shall be entitled to call for a contractual penalty of 1% of the order value for each completed calendar day of delay, not however to exceed 15% of the order value. We are obliged to declare that we reserve the right to the contractual penalty at the latest upon payment of the invoice which temporally follows the delayed delivery.

- 4.4. We expressly reserve the right to claim further damages caused by delay, against which the contractual penalty will be offset. In this context, we would like to point out that as a production and manufacturing company we are particularly dependent on punctual deliveries. Even the absence of a minor part or a necessary certificate can cause manufacturing and delivery delays of considerable extent and thus lead to damages that far exceed the order value.
- 4.5. If the delivery is made before the agreed delivery time; we are not obliged to accept it. In the event of premature acceptance, the agreed delivery date shall nonetheless remain decisive for the due date of the Supplier's payment claim.
- 4.6. The Supplier may only invoke the absence of necessary documents or provisions to be supplied by us if it has requested these in good time or if a prompt reminder has been issued for exceeding the deadlines agreed for this purpose.

5. Dispatch

- 5.1. Unless otherwise agreed in writing, delivery shall be made DDP (Incoterms 2020 or the latest version of the International Chamber of Commerce) to the place of receipt named by us or, in the absence of such specification, to our registered office.
- 5.2. We are entitled to dictate the mode of dispatch and the carrier.
- 5.3. The Supplier shall be obliged to state exactly our order number as well as the order item and our article number on all shipping documents and delivery notes in addition to the designation of the goods, the quantity, the gross and net weight, the country of origin and the customs tariff number. If the Supplier fails to do so, it shall be responsible for any delays resulting therefrom.
- 5.4. We are entitled to return the packaging material to the Supplier at the Supplier's expense and risk.

6. Transfer of ownership and risk

- 6.1. Ownership of the goods shall pass to us at the earlier of the following two times:
 - Delivery
 - Advance payment in full. In the event of partial advance payment of the contract price, we shall acquire pro rata co-ownership.
- 6.2. The risk shall pass to us in accordance with the agreed Incoterm. If an acceptance inspection has been agreed at our works, the transfer of risk shall in any case only take place when the delivery item has been accepted by us.
- 6.3. If the required shipping documents for a delivery are not provided as agreed or are provided late, the goods shall be stored at the Supplier's expense and risk until their arrival.

7. Quality of the goods, product documentation

- 7.1. All goods must be of the agreed quality, i.e. they must comply with the documents on which the order is based, such as drawings, descriptions, samples, specifications and acceptance conditions. They must be new, correspond to the state of the art applicable at the time of delivery, have no defects impairing their value or their suitability for the intended use and comply with the laws, approval and safety regulations and standards applicable at the agreed place of use.
- 7.2. Unless expressly agreed otherwise, any necessary protective devices shall be included in the scope of delivery. If these are missing on delivery or after work has been carried out, they must be subsequently supplied and fitted without delay and free of charge.
- 7.3. Depending on the product, the scope of delivery shall also include the corresponding instructions for use, instruction leaflets, assembly, operating and maintenance instructions, electrical and circuit diagrams, declaration of conformity or declaration of incorporation, CE marking as well as spare parts lists or other documentation necessary for the proper use of the delivery item or required by law.
- 7.4. Unless otherwise agreed, the scope of delivery shall also include certificates on the origin of the goods.

8. Labelling of hazardous working materials, safety data sheets

In the case of materials and objects (e.g. goods, parts, technical equipment, uncleaned empties) which, due to their nature, properties or condition, may pose a risk to the life or health of people, to the environment or to property and which therefore, due to regulations, require special treatment with regard to packaging, transport, storage, handling and waste disposal, the Supplier shall be obliged to hand over to us a fully completed safety data sheet and an accurate accident leaflet no later than two weeks after the commencement of the contract (but no later than upon delivery). The Supplier

shall indemnify us against all claims by third parties in the event that the Supplier fails to deliver the safety data sheets or delivers them late. The same applies to all changes to the safety data sheets.

9. External company regulations

The Supplier guarantees that all employees deployed in the assembly and commissioning of the delivery items shall be subject exclusively to employment contract provisions which fully comply with the applicable Swiss laws as well as the applicable generally binding collective employment contracts or standard employment contracts of the respective industries and, if applicable, the Posted Workers Act.

The Supplier undertakes to apply this obligation regarding employment contracts also to other forms of employment without exception.

The Supplier confirms that it is sufficiently familiar with the relevant laws - in particular the Posted Workers Act and the Posted Workers Ordinance - and the sectoral collective labour agreements in the current, valid version, and that it has also fully taken these circumstances into account in its pricing.

Furthermore, the Purchaser's instructions for work by external companies shall also apply to the Supplier's employees. These must be able to present a photo ID and a valid work or residence permit when entering the factory premises.

10. Incoming goods inspections, acceptance inspections, notices of defects

10.1. We shall inspect the delivery within a reasonable period of time for deviations from the agreed quantity or from the agreed quality or the quality required by law. In any case, noticeable deviations or defects shall be deemed to have been given in due time if our notification to the supplier is sent within fifteen calendar days after receipt of the goods. The notification of hidden defects is in any case timely if our notification of defects is sent to the Supplier within fifteen calendar days after discovery of the defects.

10.2. Quantity deviations of +/- 3 percent are permissible.

10.3. If more than 20% of the goods in a consignment do not meet the agreed specifications and quality standards, we are entitled to reject the entire delivery. It is then the Supplier's responsibility to inspect the rejected goods and to sort out the good quality goods.

10.4. If a contractual or official acceptance inspection at the place of destination or a preliminary acceptance inspection at the Supplier's works is prescribed, the Supplier shall bear the acceptance inspection costs incurred as a result. The Supplier must give at least two weeks' notice of the date of the acceptance inspection.

10.5. In the case of goods to be manufactured according to our specifications, we shall be entitled, after giving reasonable advance notice, to carry out inspections of the progress of work and acceptance tests at the Supplier's manufacturing plant.

10.6. If a defect becomes apparent within 6 months after the transfer of risk or acceptance inspection, it shall be assumed that the defect was already present at the time of the transfer of risk.

11. Warranty and compensation rights

11.1. In the event of defects, we shall be entitled to the following rights at our discretion, irrespective of our other statutory claims: a) refusal to accept the goods, withdrawal from the respective contract and reclaim of advance payments and/or assertion of claims to indemnification, b) rectification of defects or replacement delivery. Or in the event of refusal, unreasonableness or impossibility of rectification or replacement by the Supplier, rectification or replacement of the defective goods by a third party at the Supplier's expense, or c) price reduction or d) rescission of the contract (redhibition). In any case, the Supplier shall bear all costs or reimburse us for all costs associated with the repair or replacement (inspection, disassembly, reassembly, transport etc.), even if the Supplier is not at fault.

11.2. The warranty period in the sense of a maximum complaint period is 24 months from delivery of the goods or the product into which the goods have been integrated to our customer. It ends at the latest 36 months after delivery of the goods to us. Longer statutory periods remain reserved. Actions for warranty due to defects in the item shall become statute-barred one year after the expiry of the warranty period.

11.3. For delivered parts which could not remain in operation during the investigation of a defect and/or the rectification of the defect, a current warranty period shall be extended by the time of the interruption of operations. For repaired or newly delivered parts, the warranty period shall recommence upon completion of the repair or, if an acceptance inspection has been agreed, upon acceptance.

11.4. Goods or parts thereof which are the subject of a complaint shall remain at our disposal until they have been replaced free of defects or until complete rescission (withdrawal from the contract) comes into effect, and may continue to be used by us.

12. Product liability, recalls, traceability, insurance

- 12.1. Insofar as the Supplier is responsible for product damage, it shall be obliged to indemnify us against claims for damages by third parties at our first request, insofar as the cause lies within its sphere of control and organisation and the Supplier is itself liable in relation to third parties.
- 12.2. Within this framework, the Supplier is also obliged, in accordance with its responsibility, to reimburse any expenses arising from or in connection with a product recall carried out by us.
- 12.3. In addition, the Supplier shall take appropriate measures to ensure the traceability of the goods it has delivered, e.g. by labelling the relevant production batches with batch numbers and the like.
- 12.4. We have the right to conclude settlements with third party claimants; the Supplier's obligation to indemnify remains unaffected thereby, as long as the settlements are economically necessary and reasonable.
- 12.5. The Supplier hereby undertakes, for at least 10 years after the corresponding delivery, to maintain a product liability insurance with a sum insured of at least CHF 10 million per case of personal injury / property damage and a recall costs insurance of at least CHF 1 million. For medical products of classes 1 and 2 or components thereof, proof must be provided of coverage of at least CHF 80 million for personal injury and at least CHF 8 million for product recall costs.
- 12.6. The Supplier hereby assigns to us all claims against its insurer, and we hereby accept the assignment.
- 12.7. Upon request, the Supplier must provide us with a suitable proof of insurance.

13. Infringement of third party industrial property rights

- 13.1. The Supplier shall release us from all costs, damages and claims of third parties which we incur due to the infringement of industrial property rights of third parties. The Supplier shall not be liable insofar as the infringement of property rights is caused by the fact that the goods were manufactured in accordance with our instructions and specifications.
- 13.2. The parties shall inform each other without delay of any actual or alleged infringement of third party rights of which they become aware. The Supplier shall assist us in the investigation, defence or processing of any such claim, including the provision of all documents we may require to defend against such claims.
- 13.3. If we choose our own legal counsel, the Supplier's indemnity shall also extend to the reasonable costs and fees associated with the representation. If we do not choose our own legal counsel, the Supplier shall be solely responsible for defending against the claims in question.
- 13.4. In the event of a claim notified to the Supplier for infringement of the rights of third parties, the Supplier shall take such steps as are necessary to secure for us a non-infringing source of supply, which may include obtaining the necessary licences, redesigning the goods or taking such other steps as the Supplier deems necessary to ensure that a non-infringing product can be supplied to us.

14. Ownership of materials provided, source code

- 14.1. Provisions (e.g. documents, such as drawings, software, all means of production, such as tools, samples, moulds and the like, as well as materials) which we make available to the Supplier or which the Supplier procures or produces at our expense shall remain or become our property as soon as they are procured or produced. We are the owner of all rights thereto. If they are no longer used by us for the execution of orders, they shall, at our discretion, either be returned to us free of charge or disposed of, such disposal to be confirmed in writing by the Supplier.
- 14.2. They may not be reproduced, sold, pledged, assigned as security, sold or otherwise encumbered, made accessible to third parties or used for the manufacture of products for third parties.
- 14.3. Such tools, samples and moulds etc. are to be properly marked, stored, maintained and insured at replacement value against theft and natural hazards by the Supplier. The Supplier waives all statutory retention rights.
- 14.4. Unless otherwise agreed, after performance of the relevant contract, the Supplier shall, at our request, return to us all documents, software or means of production belonging to us and all copies made thereof or, in the case of documents or software, confirm their destruction or deletion to us. The Supplier shall have the right to retain a copy of the documents or software received for the purpose of complying with statutory archiving requirements, provided that such copies are treated as secret documents.
- 14.5. Material to be consumed or processed which is provided to the Supplier in connection with the execution of an order (e.g. in order to manufacture therefrom the goods to be delivered to us, or in order for such material to be incorporated into the goods to be delivered) shall likewise remain our property, irrespective of any treatment or processing. The material or items concerned shall be marked as such and stored separately until processing, assembly or installation. If material provided by

us for the purpose of processing or installation is damaged or destroyed by the Supplier, he shall compensate us for the resulting damages .

- 14.6. The Supplier is obliged to provide us, by the end of the first week of January of each year at the latest, with a list of the provisions belonging to us on 31 December of the previous year.
- 14.7. We are entitled to use the software belonging to the scope of delivery, including its documentation, to the extent necessary for the use of the goods or for any other purpose provided for in the contract, and to make backup copies of the software provided by the Supplier.
- 14.8. At our request, the Supplier shall conclude a source code deposit contract (escrow agreement) with us in the event of its insolvency.

15. Confidentiality

- 15.1. The supplier is obliged to keep secret all specifications, formulae, recipes, calculations and other documents and information received and to use them only for the specified purpose. The information obtained shall only be made accessible by the Supplier to those employees who are also obliged to maintain secrecy and only to the extent necessary for the purpose of the delivery to us. In the case of third-party processing, we must be informed in advance of the name and address of the third party for any intended disclosure. In addition, the third party shall also be obliged to maintain confidentiality. In the event that the third party breaches the obligation to maintain secrecy, the Supplier hereby assigns to us all claims resulting therefrom, and we accept this assignment.
- 15.2. The obligation to maintain secrecy shall also apply beyond the time of performance of this contract, unless the Supplier proves that the information in question
 - is either generally known,
 - becomes generally known through no fault of the supplier,
 - has been or will be lawfully obtained by a third party or
 - is already known to the supplier.
- 15.3. The Supplier may not refer to the cooperation with us for advertising purposes without our prior consent.

16. Subsequent delivery of goods and supply of spare parts

- 16.1. The Supplier undertakes to resupply us - on the basis of individual orders, on competitive terms and conditions and for a period of at least ten (10) years after delivery of the goods - with identical goods and/or spare parts required for them.
- 16.2. If the Supplier intends to discontinue the production of the goods or spare parts in question, it shall inform us promptly to this effect, at all events no later than three (3) months prior to the discontinuation of production. We shall be entitled to place a final order for the delivery of the goods or spare parts at standard market conditions within one month after receipt of this notification.
- 16.3. The above provision shall not apply to electronic components, provided that compatible replacement products are available for them.
- 16.4. We shall be entitled to procure spare parts for goods that are not protected by the Supplier's property rights also directly from the Supplier's sub-suppliers or from third parties.
- 16.5. The Supplier shall endeavour to bind its suppliers and sub-suppliers accordingly.

17. Protection of personal data

- 17.1. The parties may exchange personal data such as names, telephone numbers, e-mail addresses and other personal data in the course of their contractual relationship. In such case, both parties will use such personal data in accordance with the personal data protection laws in force, in particular, where applicable, the requirements of the European Union General Data Protection Regulation of 4 May 2016 (EU 2016/679, 'GDPR') and ensure that no unauthorised third parties have access to such personal data without the consent of the data subjects or for some other legal reason.
- 17.2. The parties will treat personal data of the other party as strictly confidential and will process such data solely for contractual purposes. The party processing personal data is responsible for the lawfulness of its processing as well as for the protection of the rights of data subjects.

18. Compliance with standards and laws, social responsibility

- 18.1. Unless otherwise specified in a purchase order, the Supplier guarantees compliance with the quality standards ISO 9001, ISO 14001 and ISO 45001 (OHSAS 18001); for medical devices, compliance with ISO 13485 as well.
- 18.2. The goods must also comply with the regulations applicable to them - non-medical products in particular with the regulations on 'conflict minerals' in accordance with Sec. 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as the RJC Chain of Custody rules of the Responsible Jewellery Council; medical devices shall comply with the Swiss Medical Devices Ordinance (MepV) as well as the Medical Devices Regulation (EU) 2017/745 (MDR).
- 18.3. This also applies to compliance with all laws, regulations and standards in the field of environmental protection as well as with Ordinance (EC) No. 1907/2006 (REACH) and Directives 2011/65/EU and 2017/2102/EU (RoHS) respectively.
- 18.4. The Supplier shall not actively or passively, directly or indirectly, engage in any form of bribery or use of child labour or in any way violate any fundamental human rights of employees.

19. Final provisions

- 19.1. Subcontracts for the design or manufacture of the goods, in whole or in substantial part, as well as subcontractors selected by the Supplier, require our prior consent. Such subcontracting shall not release the Supplier from its liability for the proper performance of the contract.
- 19.2. Without our prior written consent, the Supplier may not assign or transfer the rights and obligations arising from a supply or service contract, either in whole or in part, to third parties.
- 19.3. If any provision of these General Terms and Conditions of Purchase or of the contract is found to be invalid or unenforceable by any court or authority of competent jurisdiction, such provision shall be deemed to be void and the remaining provisions shall continue in full force and effect. The parties shall, if necessary, replace the invalid or unenforceable provision by a valid and enforceable provision with a similar business purpose, provided that the content of these terms and conditions be not substantially changed. The same shall apply in the event that any loopholes are found.
- 19.4. No delay or omission by us in exercising any right, remedy or recourse granted to us under these conditions shall be deemed a waiver of such rights.
- 19.5. Any communication sent by facsimile or electronically (e.g. via the internet, including but not limited to EDI, e-mail etc.) shall also be deemed to be 'in writing'.

20. Place of jurisdiction, applicable law

- 20.1. Cross-border contracts with us are governed by the UN Convention on Contracts for the International Sale of Goods (CISG) and, for matters not covered by the CISG, by Swiss law.
- 20.2. The exclusive place of jurisdiction for all legal actions arising out of or in connection with an order or other contract between the parties shall be our place of business in Biel, Switzerland, although we shall also be entitled to bring an action before any other court having jurisdiction over the subject matter of the dispute.

Valid from 31.12.2021