

General Terms and Conditions of Purchase (GTCP)

Valid from 2022-08

1. General

These General Terms and Conditions of Purchase shall apply to the procurement of goods and services ("Deliverables") by Ladenbau Schmidt AG ("Purchaser"). By delivering the ordered goods or providing the ordered service, the Supplier agrees to the following terms and conditions. Deviating or supplementary terms and conditions, in particular prices, quantities, specifications, etc., shall apply only if agreed in text form (in writing, by fax or e-mail). In particular, changes made by the Supplier shall not become part of the contract even if the Purchaser accepts the delivery item without reservation. Telephone and verbal orders as well as supplements and amendments shall only become valid upon confirmation in text form (in writing, by fax or e-mail) by the Purchaser.

2. Request for an offer

By request of the Purchaser, the Supplier shall be asked to submit an offer free of charge. In the offer, the Supplier shall comply with all the Purchaser's specifications and descriptions.

3. Order modification and subcontracting

The prices shown in the order are fixed prices. Unless otherwise agreed, the price includes packaging.

Deviations in the order, in particular with regard to price, delivery time or delivery conditions, must be expressly indicated in the order confirmation within 48 hours. These shall only become part of the contract if the Purchaser expressly agrees to them.

After the conclusion of the contract, the Purchaser shall have the right to request changes with regard to the delivery item, in particular with regard to specifications, drawings, design, constructions, time and place of delivery, packaging, quality, quantities and means of transport.

If such a change results in an increase or reduction of costs for the Supplier or postpones the delivery

date, the Supplier shall inform the Purchaser as soon as possible, at the latest within 5 working days, of the expected additional or reduced costs and/or the extent of the delays in delivery.

The transfer or subcontracting of the ordered supplies and services to third parties shall require the written consent of the Purchaser.

4. Partial delivery, delivery period, transfer of benefit and risk and place of performance

Partial deliveries and early deliveries shall only be accepted by the Purchaser if they have been agreed in advance.

Delivery shall be made on the agreed delivery date.

The Supplier is obliged to inform the Purchaser immediately if circumstances arise or become apparent which indicate that the agreed delivery time cannot be met.

If the agreed delivery time is exceeded, the Supplier is immediately in default and liable for damages. The Purchaser may waive subsequent delivery and claim damages (positive contractual interest) or withdraw from the contract and claim damages (negative contractual interest) or continue to demand delivery and claim compensation for the damage caused by the delay.

Unless otherwise agreed, the ordered goods shall be delivered carriage and customs paid at the place of performance. The place of performance for delivery and services is the agreed destination.

The transfer of the benefit and risk of the ordered goods shall take place after arrival of the delivery at the place of performance or, if acceptance is required there, after its completion.

5. Packing, transport

The Supplier shall deliver the delivery items in compliance with the latest recognised rules of technology and the relevant applicable legal provisions. The delivery items shall be packed properly in accordance with the packaging

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guidelines, labelled – including with the order number and article number(s), and provided with accompanying shipping documents. If the Supplier fails to provide the information, any resulting delays in processing shall not be the responsibility of the Purchaser.

The Supplier is liable for proper packaging of the goods. The packaging must be such that the goods are protected against transport damage during delivery and against storage damage.

6. Invoice and payment terms

Invoices can only be processed if the order number shown in the order is included on them. Unless otherwise agreed, invoices shall be sent to the Purchaser immediately after dispatch of the goods to the invoice address stated in the order.

The invoice must show the applicable value added tax and the Supplier's tax number.

Unless otherwise agreed, the agreed price is due for payment within 10 days of receipt of the invoice with a 3% discount, or within 30 days with a 2% discount, or within 60 days net. The making of payments by the Purchaser does not mean that the deliveries have been accepted as being in conformity with the contract.

7. Quality

If required, the Purchaser and Supplier shall agree on a quality management guideline for the Supplier. Unless a corresponding agreement is made, the following terms and conditions shall apply:

The Supplier is obliged to maintain and continuously further develop an appropriate quality management system. The Supplier shall use the recognised rules of technology and relevant safety regulations in order to safely comply with the agreed technical data and requirements. Prior to subcontracting, the Supplier shall impose the same obligations on the subcontractor.

The Purchaser can determine the effectiveness of the quality management system at any time by visiting a plant to carry out an audit after giving reasonable advance notice. In this context, the Purchaser shall be allowed to inspect the records and documentation to the extent necessary to establish that the Supplier has effectively implemented the requirements. Documents shall be kept securely by the Supplier for the usual periods and, if agreed, shall be attached to the delivery as a record.

After release by the Purchaser, changes in the manufacturing method of the delivery items or changes in the delivery items themselves which may affect the condition, suitability or other quality shall only be permissible if requested by the Supplier in text form (in writing, by fax or e-mail) and the Purchaser agrees to the request in text form (in writing, by fax or e-mail).

8. Warranty, notice of defects

The Supplier warrants that the delivery item has the agreed quality, performs as agreed and does not have any defects that impair its value or its suitability for the intended use. The delivery item complies with the applicable standards, laws, environmental and accident prevention regulations and includes all assembly, operating or maintenance instructions that may be required as well as all necessary warnings and other information.

Unless joint acceptance has been agreed, and subject to deviating provisions in a quality assurance agreement concluded between the parties, delivery items shall be inspected by the Purchaser within the scope of the incoming goods inspection for identity, quantity and externally visible transport damage. The Supplier waives the defence of delayed notice of defects. Defects are to be reported to the Supplier after their detection.

In the event of non-compliance with the warranty promises, the Purchaser shall be entitled to the statutory claims for defects. In addition, the

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Purchaser shall alternatively have the right to demand that the defect be remedied free of charge. The Supplier shall bear the costs of removal and installation of the delivery item incurred in connection with the supplementary performance as well as any transport costs, customs duties, fees or other levies if the subsequent improvement of the delivery item is not possible at the final destination specified in the order.

The Purchaser shall be entitled, after having informed the Supplier in advance, to remedy the defect itself at the Supplier's expense in order to avert any risks and to avoid default vis-à-vis the end customer.

The warranty period is 5 years. It begins with the delivery at the place of destination or after successful acceptance. Longer statutory limitation periods shall remain unaffected, as shall the statutory provisions on the commencement of the limitation period, the suspension of the running of the limitation period and the recommencement of limitation periods. The limitation period shall be suspended by the Purchaser's notice of defects.

The Supplier shall be liable for replacement deliveries and rectification work to the same extent as for the original delivery; the warranty period shall start anew for replacement deliveries. This regulation also applies to the delivery of individual spare parts.

The making of payments and any acceptance of work shall not be deemed to be a waiver of notices of defects.

9. Liability

Unless otherwise agreed between the Parties in the concluded contract or in these Terms and Conditions of Purchase, the Supplier shall be liable for all damages and losses incurred by the Purchaser caused by a breach of the Supplier's obligations under the contract concluded with the Purchaser. The supplier is obliged to indemnify the

Purchaser against claims for damages by third parties which are due to defects in its goods or services.

10. Insurance

The Supplier undertakes to take out product liability insurance with a worldwide (excluding USA/Canada) valid coverage of at least CHF 5 million or equivalent in Euro per personal injury and/or property damage per calendar year and with a worldwide (excluding USA/Canada) valid coverage of at least CHF 1 million or equivalent in Euro per other damage (pure financial loss) per calendar year and to maintain this for 5 years in order to cover the Supplier's liability towards the Purchaser and third parties to the extent required. The Purchaser shall be entitled to demand proof from the Supplier that such insurance has been taken out.

11. Spare parts

The Supplier is obliged to deliver spare parts to the Purchaser on competitive terms for a period of at least 10 years after the last delivery of the delivery item. If the Supplier discontinues delivery of the spare parts after expiry of this period or discontinues delivery of the delivery item during this period, the Purchaser shall be informed and given the opportunity to place a final order.

12. Drawings, production equipment, tools of Ladenbau Schmidt AG

Items of any kind provided to the Supplier by the Purchaser shall remain the property of the Purchaser. All information, drawings, plans, tools, samples, production equipment and the like provided to the Supplier for the manufacture of the delivery item shall remain the property of the Purchaser, who reserves all property rights, protective rights and copyrights to these documents. These may not be used for other purposes, reproduced or made available to third parties. They may be used exclusively for the

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provision of the ordered supplies and services and must be returned to the Purchaser in full functional condition after termination of the order or supplier relationship.

13. Infringement of industrial property rights or copyrights of third parties

The Supplier shall indemnify, defend and hold the Purchaser harmless from and against any and all damages, costs, claims and expenses (including court costs and costs of litigation and settlement of such claims and/or actions) in respect of any claim or action brought by a third party against the Purchaser or the Purchaser's customers arising out of the fact that the deliverables or their use by the Purchaser or the Purchaser's customers as agreed with the Supplier infringe any intellectual property rights or copyrights of a third party.

14. Confidentiality, advertising

The contracting parties undertake to treat all commercial and technical information and the documents of the other party, regardless of their form (oral, written, electronic, etc.), which become known through the business relationship, as well as the results obtained from the provision of services, confidentially and as a trade secret. At the request of the Purchaser, the Supplier shall conclude a comprehensive non-disclosure agreement with the Purchaser.

The Supplier may only name or use the Purchaser or the Purchaser's trademarks when providing references or in publications if the Purchaser has given its prior written consent.

Drawings, models, templates, samples and similar items may only be disclosed to third parties, made accessible in any other way or reproduced if the Purchaser has given its prior consent in text form (in writing, by fax or e-mail).

15. Social responsibility

The Supplier is obligated to comply with the respective legal regulations regarding the treatment of employees, environmental protection and occupational safety. It shall ensure that adverse effects on people and the environment are avoided as far as possible in its activities.

16. Special obligations for services

The Supplier's employees may contact the Purchaser's customers in connection with the ordered service only with the prior consent of the Purchaser in text form (in writing, by fax or e-mail).

17. Right of the Purchaser to information

At the request of the Purchaser, the Supplier shall provide the Purchaser with a full insight into the work results available at any given time and shall provide all other information required for information purposes.

18. General provisions

If any provision or part of a provision of these Terms and Conditions of Purchase is or becomes invalid or unenforceable, it shall be disregarded and the remaining Terms and Conditions of Purchase shall not be affected. If necessary, the Purchaser and the Supplier shall be obliged to replace the invalid or unenforceable provision by a valid and enforceable provision that is equivalent to it in terms of economic outcome.

The Purchaser is entitled to amend these Terms and Conditions of Purchase at any time.

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19. Applicable law, place of jurisdiction

These Terms and Conditions and all contracts to which these Terms and Conditions apply shall be governed by Swiss law, excluding the provisions of conflict law. The United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 ("Vienna Sales Convention") is hereby expressly not applicable.

The exclusive place of jurisdiction is the place of the registered office of Ladenbau Schmidt AG. However, Ladenbau Schmidt AG is free to sue the supplier at any other competent court.