

Polycompound AG's General Terms and Conditions of Purchase

1. General information – scope of application

- 1.3. These General Terms and Conditions of Purchase ('Purchase GTCs') apply to all orders, deliveries and services procured by Polycompound AG ('PC') from suppliers (the 'Supplier').
- 1.4. Terms and conditions of the Supplier that are contrary to or deviate from these Purchase GTCs are not recognised, unless PC has expressly agreed to their applicability in writing.
- 1.5. These Purchase GTCs shall also apply to all future business relationships, even if they are not referred to expressly and separately.

2. Conclusion of the contract

- 2.1. Orders placed by PC are only binding if they are placed in written or electronic form.
- 2.2. Deviating order confirmations or changes made by the Supplier are only effective if PC has agreed to them in writing.
- 2.3. A lack of express objection on the part of PC does not constitute agreement.

3. Prices and payment conditions

- 3.1. Agreed prices are fixed prices that include all ancillary costs (packaging, freight, insurance, customs duties etc.). Delivery conditions in accordance with Incoterm DDP, VAT unpaid.
- 3.2. If the Supplier reduces its list prices prior to delivery, the reduced prices shall also apply to the pending order, and the contract price shall be reduced accordingly.
- 3.3. Any price increase during the term of the contract are excluded.
- 3.4. Payments shall be made net within 60 days after orderly receipt of goods and invoice.

4. Delivery, transfer of ownership, delivery deadlines and delay

- 4.1. Deliveries must be implemented in accordance with the currently applicable PC Guideline 'SUPPLY CHAIN GUIDELINES'. Published at www.polycompound.ch/downloads.
- 4.2. Agreed delivery deadlines are fixed deadlines.
- 4.3. Ownership of the delivered goods is fully transferred to PC when the goods are handed over. Reservation of title on the part of the Supplier is expressly excluded.
- 4.4. The Supplier is obliged to inform PC in writing immediately if any delay is expected.
- 4.5. If a delivery is delayed, PC may demand a contractual penalty equal to 1% of the net order value per week or part thereof, up to a maximum of 10%. Further claims for damages, in particular for machine downtime or production downtime, shall remain unaffected.
- 4.6. The delivery shall be deemed delayed from the day following the scheduled delivery date quoted at the time of placing the order. No notification of delivery delay will be sent, as the Supplier is already informed of the delivery deadlines and consequences of delay in the course of the order placement.
- 4.7. If delivery is delayed beyond the planned date of use or if such a delay can be expected, PC may withdraw from the contract. The right to contractual penalty and any claims for damages including shipment costs for returning material remains unaffected in the event of withdrawal from contract.

5. Quality, legal guarantee and rights relating to defects

- 5.1. The Supplier shall ensure that all goods are free from defects, fulfil the agreed specifications and are suitable for the intended purpose of use.
- 5.2. PC may inspect goods to a reasonable extent and is not obliged to provide any notification of defects immediately. Claims for defects can be asserted even after processing or resale.
- 5.3. In the event of defects, PC is entitled to all statutory rights, including rectification, replacement delivery, reduction in price, withdrawal and compensation.
- 5.4. The Supplier is also liable for consequential loss or damage such as production downtime, recall costs or contractual penalties of third parties.

6. Product liability and insurance

- 6.1. The Supplier shall indemnify PC from all claims resulting from defective products.
- 6.2. The Supplier shall maintain adequate product liability insurance (at least CHF 5 million per damage claim) and provide proof of this on request.

7. Legal requirements and compliance

- 7.1. The Supplier shall ensure that all legal requirements (in particular REACH, RoHS, Chemical Risk Reduction Ordinance (ORRChem), customs regulations) are observed.

- 7.2. The Supplier is liable for all consequences of breaches to legal requirements.

- 7.3. By accepting the assignment, the Supplier confirms observance of all legal regulations and PC's COC (www.polycompound.ch/downloads).

8. Force majeure

- 8.1. The Supplier shall fundamentally ensure that delivery failures are prevented by means of suitable measures, even in the case of force majeure.
- 8.2. The Supplier may only invoke force majeure if it notifies PC in writing without undue delay of the occurrence and the expected duration of the disruption. Events and disruptions that fall within the scope of customary operational risks, particularly strikes, machinery breakdowns, adverse weather conditions, or comparable events, shall not be deemed force majeure.
- 8.3. If the disruption persists longer than 14 days, PC may withdraw from the contract without the Supplier being entitled to any claims.

9. Liability

- 9.1. The Supplier is liable without limitation for all loss or damage arising from delivery delay, incomplete or incorrect deliveries, deficient performance or breaches of contract.
- 9.2. A limitation of liability (e.g. to the value of the goods) is expressly excluded.

10. Final provisions

- 10.1. The place of performance for deliveries is the place of destination specified by PC.
- 10.2. Swiss law shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 10.3. The place of jurisdiction for all disputes arising between the contracting parties is exclusively PC's respective registered office. However, PC is also entitled to bring action at any other court with jurisdiction over the Supplier, in particular its general place of jurisdiction.
- 10.4. Should individual provisions set out in these Purchase GTCs be invalid, this shall not affect the validity of the remaining provisions. Any invalid provisions shall be replaced by valid ones that most closely reflect the meaning and purpose of such provisions.