

General Terms and Conditions of Purchase for Deliveries and Services to the companies of Leister Group in Switzerland

1 Scope

These General Terms and Conditions of Purchase shall apply to all purchases made by Leister AG or any of its subsidiaries (hereinafter each individually a "Purchaser" and collectively "Leister Group").

2 Conclusion of contract

The contract between the Supplier and the Purchaser shall be based exclusively on these General Terms and Conditions of Purchase. Any other terms and conditions of business or supply of the Supplier shall not apply, even if they are included or referenced by the Supplier in an order confirmation or in other documents.

All orders, agreements and changes are only binding if they are placed or confirmed in writing by the Purchaser. Agreements require explicit confirmation by the Purchaser in the form of a written addendum to the contract.

Orders and delivery call-offs shall be deemed accepted if the Supplier does not object to them in writing within two weeks of receipt.

The Supplier shall treat the conclusion of contract and its fulfilment as confidential. The Supplier may only name the Purchaser and Leister Group as a reference to third parties with their written consent.

3 Prices and terms of payment

The agreed prices are fixed prices and include the costs for product and transport packaging. Value added taxes are to be shown separately on the invoice by the Supplier. Invoices are to be sent to the respective accounting department (invoice@leister.com / invoice@axetris.com) with each order.

In the absence of any special agreement, the Purchaser shall pay invoices that are in conformity with the contract and are undisputed within 30 days of receipt. Payments by the Purchaser do not constitute a waiver of rights in respect of defects and do not constitute recognition of a debt obligation.

Claims of the Supplier arising from this contract may only be assigned to third parties with the prior written consent of the Purchaser.

4 Delivery and transport conditions

Unless otherwise stated in the order, the delivery of the contractual products shall be FCA domicile of the Supplier (Incoterm 2020). For Suppliers domiciled in Switzerland, DAP (Incoterm 2020) shall apply. The transfer of risk to Leister shall be determined in accordance with the respective agreed Incoterm.

The Supplier is obliged to support the Purchaser with reasonable efforts to minimize the costs for customs clearance and customs duties.

In the case of delivery of contractual products, the consignment must be accompanied by a delivery note stating the respective order number, the order date, the Leister article number, the quantity and the Purchaser.

The Purchaser reserves the right to acknowledge excess or short deliveries. Partial deliveries or advance deliveries >10 days require the prior written consent of the Purchaser.

5 Evidence of origin and export control legislation

Evidence of origin requested by the Purchaser shall be provided by the Supplier with all necessary details and duly signed without delay.

The Supplier is responsible for compliance with the applicable export control regulations. In particular, it shall obtain all necessary export licenses for the goods to be delivered. The Purchaser shall provide a corresponding end user declaration upon request. The Supplier shall inform the Purchaser about the restrictions and the obtained permits and shall provide the Purchaser with the respective documents.

6 Dates and delays

Agreed deadlines and delivery dates are binding. In the event of late delivery, the Supplier shall be in

default without the need for a reminder. The unconditional acceptance of a delayed delivery shall not constitute a waiver by the Purchaser of its rights in case the Supplier is in default.

If the Supplier recognizes that the agreed dates cannot be met (for whatever reason), it must inform the Purchaser thereof without delay. The obligation to meet the agreed deadlines remains unaffected.

If the Supplier is in default, the Purchaser shall be entitled to its statutory rights. In addition, after unsuccessful expiry of a reasonable grace period set by the Purchaser, the Purchaser may have the delivery not yet made carried out by a third party at the Supplier's expense.

7 Quality

The Supplier shall constantly align the quality of the products to be delivered to the Purchaser with the latest state of the art and shall inform the Purchaser of possibilities for improvement and technical modifications.

The Supplier hereby consents to quality audits for the assessment of the effectiveness of its quality assurance system by the Purchaser or a representative appointed by the Purchaser, where necessary with the participation of a representative of Leister Group.

8 Warranty

The supplier warrants that the delivered goods (i) comply with the agreed specifications and all applicable legal requirements, including (but not limited to) the RoHS Directive (2011/65/EU), the WEEE Directive (2012/19/EU) and the REACH Regulation ((EC) 1907/2006), the POP Regulation ((EU) 2019/1021), the Toxic Substances Control Act (TSCA) and the Regulation (EU) 2017/821 on so-called "conflict minerals", in each case their most recent versions; (ii) are free from defects that prevent or impair their fitness for the intended use; and (iii) are free from third party rights.

Furthermore, the supplier assures to comply with the Leister Code of Conduct in all points (available at <https://www.leister.com/en/About-us/Corporate-responsibility>).

The warranty period is 24 months from delivery, unless otherwise agreed in the contract.

The Purchaser shall notify defects in writing after their discovery, but at the latest before expiry of the warranty period. The Supplier waives the objection that a notice of defect was given late.

The Supplier shall remedy defects - free of charge - including ancillary costs - by rectification. If this is not possible or if the Purchaser cannot reasonably be expected to accept rectified parts, the Supplier shall replace the defective parts free of charge with faultless parts. The warranty period shall start anew for these replaced parts.

In the event of a defective delivery, the Purchaser shall, insofar as this is reasonable for it, give the Supplier the opportunity to fulfil its obligation to remedy the defect before commencing the processing or installation of the delivered parts.

In urgent cases or if the Supplier is in default with the rectification of defects, the Purchaser may carry out the necessary measures itself or have them carried out by a third party at the Supplier's expense. The Purchaser shall notify the Supplier before carrying out such measures. If this is not possible, in urgent cases the measures necessary to avert the damage may be carried out without prior notification; in such cases the Purchaser shall notify the Supplier immediately thereafter. The warranty obligation shall remain unaffected; this shall not apply to defects attributable to measures taken by the Purchaser or a third party commissioned by the Purchaser.

If it is not possible to remedy the defect or replace individual parts, or if the Purchaser cannot reasonably be expected to accept such a remedy, the Purchaser shall be entitled to rescind the entire delivery or reduce the price.

9 Product liability

In the event that a claim is made against a Purchaser or another company of Leister Group on the basis of statutory product liability, the Supplier shall be obliged to indemnify us from such claims if and to the extent that the damage was caused by a defect in the contractual item delivered by the Purchaser. In cases of fault-based liability, however, this shall only apply if the Supplier is at fault. If the cause of the damage lies within the Supplier's area of responsibility, the Supplier must prove that it is not at fault.

The Supplier shall indemnify the Purchaser and, if applicable, other companies of Leister Group for the costs of averting or mitigating damage, e.g. recall actions, insofar as these measures are attributable to a defective delivery.

The Purchaser shall inform the Supplier without delay if it wishes to make a claim against the Supplier in accordance with the above paragraphs. The Purchaser shall give the Supplier the opportunity to investigate the case of damage and to agree with it on the measures to be taken, e.g. settlement negotiations.

10 Drawings, execution documents, and tools

Drawings and other documents, devices, models, tools and other means of production provided to the Supplier shall remain the property of Leister Group and shall be returned to the Purchaser upon first request.

Tools, devices and other means of production may only be used on the operating equipment / machines intended for this purpose. Adaptations, repairs and other changes require the written consent of the Purchaser. Tools, devices and other means of production that are out of operation shall be preserved and stored under optimum conditions at the Supplier's premises or, at the Purchaser's request, at the Purchaser's premises.

The aforementioned items may neither be scrapped nor made accessible to third parties - e.g. for the purpose of manufacturing - without the written consent of the Purchaser. They may not be used for purposes other than those contractually agreed - e.g. delivery to third parties. They shall be carefully stored by the Supplier at the Supplier's expense for the Purchaser during the performance of the contract.

The Supplier does not acquire any rights to the information and materials provided. The Purchaser reserves all rights to drawings or products manufactured according to its specifications as well as to processes developed by the Purchaser.

11 Partial invalidity, place of jurisdiction, and applicable law

In the event that individual provisions of the contract are invalid, the remaining provisions shall remain unaffected. The ineffective clause shall be replaced by a provision that corresponds to the intention of both parties to the contract.

These General Terms and Conditions of Purchase and the contracts concluded on the basis thereof shall be governed by Swiss law, to the exclusion of the conflict of laws rules and the Vienna Sales Convention.

The exclusive place of jurisdiction is Sarnen. However, the Purchaser may also bring action against the Supplier at the latter's general place of jurisdiction.