

General Terms and Conditions of Purchase of RENATA AG

General

- 1.1. These General Terms and Conditions of Purchase shall govern all orders placed by RENATA SA (hereafter, "RENATA"). The general terms and conditions of the supplier shall only become a constituent element of the contract if expressly approved by RENATA in writing.
- 1.2. The supplier's costs associated with preparing offers shall not be remunerated.
- 2. Orders**
- 2.1. Orders may be placed by letter, fax, email or EDI. RENATA shall specify the nature, scope and time of the delivery or service with binding effect in the order. Any deviations shall require RENATA's written consent.
- 2.2. Any assignment of the order in whole or in part to a third party shall only be permitted with RENATA's express prior approval.
- 2.3. Each order must be confirmed by the supplier within three (3) business days by letter, fax, email or EDI. RENATA shall be entitled to cancel, at any time and at no charge, any orders that have not yet been confirmed.
- 2.4. If RENATA cancels orders that have already been confirmed, the supplier shall cease work immediately. RENATA shall pay reasonable compensation to the supplier, upon presentation of proof, for any work already performed and other expenses. Any further claims by the supplier are hereby excluded.
- 3. Delivery**
- 3.1. Delivery shall be made according to DDP Incoterms 2010 to the place of delivery specified in the order.
- 3.2. Delivery shall occur by the confirmed delivery date (deadline for performance) at the place of delivery.
- 3.3. Default for late delivery occurs without notice of default.
- 3.4. Benefit, risk and title shall pass to RENATA upon delivery of the goods at the place of delivery.
- 3.5. Every delivery shall be accompanied by a delivery slip including the following information: order number, article number, article description, number of units, origin for customs purposes, gross and net weights, delivery date, delivery address, buyer and sender.
- 3.6. The quantities specified in the orders must be fulfilled. RENATA reserves the right to return excess units to the seller against full reimbursement of RENATA's expenses and, in the event of shortfalls, to demand fulfillment of the quantities ordered.
- 3.7. Partial deliveries or early deliveries may be rejected by RENATA. The same shall apply for deliveries with deficient packaging, labelling or documentation.
- 3.8. RENATA shall not be required to accept early deliveries. In the event RENATA keeps early deliveries, the additional costs resulting therefrom (e.g. storage costs) may be offset against the purchase price. Despite early delivery, payment due dates shall be calculated only from the proper delivery or invoice date.
- 3.9. If delivery does not occur on the confirmed delivery date (deadline for performance), RENATA shall have the following options to choose from at its discretion:
 - a) to insist upon delivery and claim damages; or
 - b) to insist upon delivery of a reduced quantity as specified by RENATA and claim damages; or
 - c) after setting a short grace period, to refuse delivery and claim damages; or
 - d) after setting a short grace period, to withdraw from the contract and claim damages.

RENATA shall not be obliged to exercise its right to choose immediately upon the occurrence of delivery default; Art. 190 of the Swiss Code of Obligations (CO) is hereby excluded. If a chosen option fails, RENATA may also make use of another option.
- 3.10. In particular, RENATA reserves the right, in the event of the seller's failure to comply with a confirmed deadline for performance, to deduct 4% default interest per week from the invoice amount, up to a maximum of 12%.
- 4. Price and payment**
- 4.1. The agreed prices shall be fixed prices and, with the exception of insurance, shall include all ancillary costs (e.g. packaging, transport).
- 4.2. As a rule, payment shall be due 30 days after contractually compliant delivery and invoicing. However, the payment terms stated on the order shall control. Advance payments by RENATA are contingent upon a bank guarantee.
- 4.3. In the event that the delivered item contains defects, RENATA reserves the right to withhold payment until the situation concerning RENATA's options pursuant to Section 5.7 has been clarified with binding effect.
- 4.4. For each delivery, a separate invoice shall be issued immediately upon shipment, stating the value added tax and indicating the RENATA order number. Invoices that do not contain this information will be rejected. Cash on delivery shipments will not be accepted.
- 4.5. The supplier shall always indicate the origin of the relevant goods for customs purposes in each invoice and on each delivery slip. This information requirement shall apply both to goods of preferential origin and to goods imported from third countries (with which Switzerland has not concluded a free trade agreement). In the event of inaccurate or incorrect confirmations, the supplier shall be liable to RENATA for any resulting damages.
- 4.6. RENATA effects payments irrespective of an inspection of the goods upon their receipt at the place of destination. Payments or partial payments therefore do not constitute acceptance of quantity, price and quality. RENATA's associated legal rights thus remain reserved in full even after payment for the goods has been effected.
- 4.7. Claims against us shall not be assigned, or offset against counterclaims, except with RENATA's written consent.
- 5. Warranty**
- 5.1. The supplier shall check the quantity and quality of the goods prior to shipment.
- 5.2. The warranty period shall extend for 24 months after delivery of the goods; a new period shall start to run for replaced and repaired parts upon delivery thereof. The supplier shall be liable for ensuring that the goods are contractually compliant, in good order and condition and fit for their intended purpose of use, do not feature any material or legal defects, fulfil all warranted or required characteristics in terms of materials, design, execution, workmanship and function and have been manufactured using flawless raw materials.
- 5.3. In the event of an assignment of the order to a third party, for which RENATA has given its approval, the seller shall also be liable for ensuring that the delivery

- complies with the above requirements and that confidentiality continues to be maintained with respect to the information provided to it.
- 5.4. The supplier warrants that the goods will be produced in accordance with all applicable legal requirements of the country of production and the country of destination. Irrespective of the place of production, the goods must comply in particular with the requirements set forth in the Swiss Federal Act of 12 June 2009 on Product Safety (PrSA; SR 930.11), Directive 2001/95/EC of 3 December 2001 on general product safety, Directives 2011/65/EU of 8 June 2011 and 2015/863/EU of 31 May 2015 (successor directive to Directive 2002/95/EC (RoHS) of 27 January 2003) and Regulation (EC) no. 1907/2006 (REACH) of 18 December 2006, as amended from time to time.
 - 5.5. The supplier undertakes to check its supply chain for the possible use of so-called "conflict materials". If conflict materials are being used, the supplier shall inform RENATA thereof without delay and immediately provide it with the Conflict Mineral Reporting Template (CMRT) of the Responsible Minerals Initiative (RMI), as amended from time to time.
 - 5.6. RENATA may submit notices of defects throughout the entire warranty period of 24 months. The obligation to immediately conduct an inspection and give notice of defects within the meaning of Art. 201 CO (or Art. 367 CO) is hereby excluded.
 - 5.7. In the event of the delivery of deficient or non-compliant goods, RENATA shall have the following options to choose from at its discretion:
 - a) rectification; or
 - b) delivery of defect-free goods; or
 - c) reduction of the purchase price; or
 - d) rescission of the contract.

If a chosen option fails, RENATA may also make use of another option. The right to claim damages remains reserved in any event.
 - 6. Additional obligations of the supplier**
 - 6.1. The supplier shall give written notice to RENATA at least 6 months in advance of any change to the product or the production process that may result in a change to the characteristics of the goods supplied. The supplier shall be liable to RENATA for any damages or costs resulting from a failure to give such notice. Further quality assurance measures may be agreed upon as part of a quality agreement between RENATA and the supplier.
 - 6.2. The supplier shall indemnify RENATA against any third party claims relating to the delivery arising from product liability or from an infringement of third party intellectual property rights and shall hold RENATA harmless in full in respect of the related costs. The seller shall assist RENATA in dealing with any such claims.
 - 6.3. If, on account of the goods supplied by the supplier, a recall action should be necessary on product liability or product safety grounds, the supplier shall reimburse RENATA for the related costs.
 - 6.4. The supplier shall be responsible for ensuring that its employees, and the sub-contractors and auxiliary persons engaged by it, comply with all applicable laws and regulations in connection with the combatting of bribery and corruption.
 - 7. Intellectual property rights, tools and machinery**
 - 7.1. All rights to plans, drawings, technical documentation, tools, machinery, models, materials and other resources that RENATA makes available to the supplier or that are produced at RENATA's expense shall remain the property of RENATA and may be used only for the purposes of fulfilling the order.
 - 7.2. The property referred to in Section 7.1 must, at RENATA's request, be returned undamaged at any time, but at the latest upon delivery of the goods (in the case of machinery and tools, taking into account normal wear and tear) or, where expressly agreed, stored by the seller until recall.
 - 7.3. Where the order placed by RENATA involves the individual manufacture of small parts or components within the meaning of a contract for work and services (Article 363 et seq. CO), the intellectual property rights to and the exclusive rights of use of the related results of the design and development work shall be fully vested in RENATA without restriction. The designs and developments may not, without express written consent, be made accessible, in full or in part, to third parties or used for internal or other purposes.
 - 7.4. If requested by RENATA, the logo and trademarks shall be placed on the goods ordered by RENATA in accordance with its instructions. Items marked in this way may only be delivered to RENATA. Production rejects and goods rejected and sent back by RENATA that have been marked with its logo or trademarks, must be rendered unusable after consultation and written confirmation.
 - 8. Confidentiality**
 - 8.1. All plans, drawings, technical documentation, tools, machinery, models, material, other resources and any other information that is not publicly accessible, which RENATA makes available to the supplier, must be treated as confidential and may not be made accessible to third parties.
 - 8.2. Any mention of RENATA for reference purposes shall require RENATA's prior written consent.
 - 9. Applicable law and jurisdiction**
 - 9.1. **These General Terms and Conditions of Purchase** and all orders placed in accordance herewith, as well as the order confirmations, **shall be governed by Swiss law**, excluding the conflict of laws provisions of private international law. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) is hereby excluded.
 - 9.2. **The exclusive place of jurisdiction shall be at the place of RENATA's registered office** (Itingen, BL, Switzerland), although RENATA shall also be entitled to initiate legal action against the supplier at the place of its registered office or of one of its branch offices.
 - 9.3. These General Terms and Conditions of Purchase are drafted in German and English. The German version shall control.

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