

GENERAL PURCHASING TERMS AND CONDITIONS

1. Applicability

1.1 The general purchasing terms and conditions herein ("Ts&Cs") apply to all existing and future legal relations, including contracts, quotes, order confirmations, acceptances, deliveries and any other service or provision between Mikron Switzerland AG, Agno, Machining Division ("MIKRON") and the Supplier, concerning the purchase of goods.

1.2 The Ts&Cs herein apply exclusively, except for variations agreed upon in writing by both parties. Any general terms and conditions that deviate from, contradict, or supplement these Ts&Cs, in particular the Supplier's terms and conditions of sale, are disputed and are not binding on MIKRON, unless and to the extent that their validity is expressly agreed to and confirmed in writing by MIKRON (in which case, their validity is accepted only for the ongoing legal relationship or contract). This confirmation requirement on the part of MIKRON applies in all cases, even if MIKRON accepts the delivery of the goods. The Supplier's provision of the service specified in the purchase order implies full acceptance by the Supplier of the terms and conditions of the purchase order and of the Ts&Cs herein.

2. Contract stipulation

Only written purchase orders are valid and binding. The contract shall be deemed stipulated and effective upon receipt by MIKRON of the purchase order issued, duly countersigned and stamped for acceptance by the Supplier, or upon receipt by MIKRON of an order confirmation from the Supplier, provided that it conforms to the MIKRON order. Any order amendments by the Supplier are only valid subject to written acceptance by MIKRON.

3. Prices

Except as otherwise agreed in writing between MIKRON and the Supplier, the price is fixed and includes all ancillary costs incurred for the delivery of goods to the delivery address specified by MIKRON, (DAP Incoterms 2020), excluding import duties.

4. Delivery terms and delays

The delivery terms and dates specified in the order are strictly binding and are essential elements for MIKRON. The delivery term is deemed fulfilled when the goods are received by MIKRON in accordance with the agreed terms, together with the necessary documents. Early or partial deliveries are only permitted subject to the written agreement of MIKRON. All shipments delivered before the delivery date specified in the purchase order will be rejected or warehoused by MIKRON at the Supplier's expense and risk. In the event of delays, MIKRON may require the Supplier to pay a penalty equal to 1% of the total value of the order for each week of delay, up to a maximum of 5% of the total agreed value of the purchase order, without prejudice to any greater damages and notwithstanding all applicable legal remedies.

5. Transport, Packaging

The transport conditions specified in the purchase order are binding. The Supplier is responsible for transport damage caused by inappropriate or unsuitable packaging. The material used for packaging must be professional grade and recyclable. MIKRON reserves the right to return the packaging material to the Supplier, at the supplier's expense. Packaging to be returned will not be paid by MIKRON, but will be returned carriage free.

6. Invoicing, Payment

The invoice issued by the Supplier must be sent separately to the address: MAGAccounting@mikron.com. Except as otherwise agreed in writing between MIKRON and the Supplier, payment of the price by MIKRON shall be made after the goods are received, within 90 days net of the invoice date or within 60 days of the invoice date with a 2% discount on the gross total specified in the invoice.

7. Warranties

The Supplier warrants that the goods are free from defects, conform to the technical and quality specifications of the order, and are suitable for the use indicated by MIKRON. The Supplier warrants the goods for a period of 24 (twenty-four) months from the date of processing/installation, with a maximum duration of 30 months from the delivery of the goods. Any other different agreement requires written confirmation by MIKRON. MIKRON is not bound to perform quality controls on the goods supplied, not even on samples, with the express exclusion of the obligation specified in Art.201 of the Swiss Civil Code. The acceptance of delivery or the failure to lodge a complaint shall not be construed as a waiver of any rights, remedies, or claims relating to defects in the goods or the Supplier's breach of contract. MIKRON may lodge a claim during the entire warranty period, before and/or after processing and/or installation of the goods. MIKRON undertakes to notify the Supplier in writing of any defects found promptly upon their discovery. In the event of defects discovered during the warranty period, MIKRON reserves the right to request alternatively the replacement of the faulty goods, the repair, the reduction in the purchase price or the delivery of other goods that match the order, without prejudice to the claim for compensation for direct or indirect damages. MIKRON is entitled to exercise this remedy uniformly for the entire order or for a portion thereof. For replaced or repaired goods, the warranty period shall recommence from the date of processing/installation.

In the case of non-conformity of the delivery, MIKRON reserves the right to charge the Supplier a fixed administrative fee in addition to any other cost incurred for the remedying of the non-conformities and the repair of the damages.

8. Responsibility

The Supplier undertakes to maintain adequate product liability insurance coverage for claims made by MIKRON or third parties. Insurance coverage does not, in any case, release the Supplier from the obligation to compensate for any damages in excess of the insurance policy limits. The Supplier is bound to notify MIKRON immediately in writing of any problem with the goods supplied or that may arise for MIKRON and/or third parties from the goods. The Supplier is bound to provide MIKRON any service or support requested free of charge, including the provision of technical information and the granting of inspection rights. MIKRON will process all information disclosed by the Supplier with due confidentiality and diligence. The Supplier shall indemnify and hold MIKRON harmless from and against any and all liabilities, claims, damages, losses, costs, and expenses of any kind whatsoever arising out of or in connection with the supply of goods to MIKRON, including but not limited to claims made by third parties, and even after the agreement between MIKRON and the Supplier has been terminated.

9. Product conformity

The supplier confirms that the goods conform to the applicable regulations in force. The Supplier undertakes to supply at their expense all the necessary declarations, including certifications of conformity and other similar documents in adequate quantities, in hard-copy or electronic format. The Supplier allows MIKRON to view - at their first request - risk analyses, safety concepts and other significant documents concerning the safety of the product supplied and to provide MIKRON with copies of these documents, where requested.

10. Intellectual and industrial property, confidentiality

Diagrams, models, matrices, samples and all other documents provided to the Supplier by MIKRON remain the sole property of MIKRON. They cannot be used, reproduced or transferred to third parties without the prior written consent of MIKRON. Tools, equipment and samples paid in full or in part by MIKRON remain the property of MIKRON. The Supplier undertakes to keep them appropriately and to insure them completely against all risks. They cannot be amended or destroyed without the prior written consent of MIKRON. MIKRON will be entitled to request delivery of these articles at any time by paying the agreed price for them. The relationship between MIKRON and the Supplier is subject to confidentiality. The Supplier is not authorised to produce and/or sell to third parties the products made according to the diagrams or technical specifications received from MIKRON, without the prior written consent of MIKRON. This restriction also applies to the products referred to in the order. MIKRON copyrights, trademarks and registered trade names can only be used subject to the prior written consent of MIKRON. For the programs and software supplied to MIKRON together with the goods, a free, worldwide, exclusive and perpetual licence to use is granted, which can be transferred to third parties. These programs or software must be supplied in the most recent version and together with the relevant technical documents and the user manual. If necessary, the Supplier undertakes to supply to MIKRON free of charge any updates concerning or improving operational safety, data security and seamless operation of the products in question, even without the express request of MIKRON.

11. Sustainability

MIKRON cares deeply about the origin of materials, about building relationships based on trust with its suppliers and about contributing to the global change towards a circular economy. MIKRON and the Supplier acknowledge the importance of safeguarding the environment and operating sustainably. To ensure the reduction of the supply chain's environmental footprint, MIKRON and the Supplier are committed to minimising the environmental impact of their business activities.

MIKRON aims to achieve zero environmental impact from its global activities through a long-term environmental strategy. To achieve this ambitious goal, it is vital for MIKRON and the Supplier to collaborate proactively.

The Supplier acknowledges MIKRON's environmental sustainability goals and undertakes to collaborate with MIKRON to achieve these goals in relation to the goods supplied to MIKRON.

Throughout business relations with the Supplier, MIKRON will disclose its expectations and provide guidelines for responsible procurement, including the commitment to human rights, work standards, the environment, health and safety, business ethics and the development of a diversified and sustainable supply chain.

The Supplier is aware that the ESG commitment of MIKRON and related objectives are illustrated in MIKRON's sustainability reports available on the website: [Sustainability | Mikron Group](#)

12. Data protection

Personal data may be collected and processed for the purposes defined in the Conditions herein and in the respective orders and/or contracts. In order to make sure these personal data are processed solely in compliance with the applicable laws in force on data protection, the party who discloses them will do its best to remove any personal identification information before making it available and will disclose personal identification information only where strictly necessary.

Each party will make sure all representatives who have access to the personal data under the terms of the Contract or in relation to it have sufficient knowledge of the applicable legal provisions on the subject of data protection.

Neither party will transfer the personal data received from the other party to a country outside the EU, the EEA or Switzerland. Should one of the parties intend to transfer these data to countries outside the EU, the EEA or Switzerland, transfer may not occur unless appropriate guarantees have been put in place in compliance with the applicable legal provisions on the subject of data protection (for instance, the implementation of standard contractual clauses approved by the European Commission).

The Supplier accepts that MIKRON may transfer personal data to companies in the group in Switzerland, Germany and, if necessary, other countries such as Lithuania, Singapore, China and the United States within the purposes permitted or in relation to them, in compliance with the applicable data protection laws.

The Supplier is informed that the "Mikron Data protection policy" is available on the MIKRON Group home page at <https://www.mikron.com/data-privacy/>.

13. Applicable law and court with jurisdiction

The relationship between MIKRON and the Supplier is subject solely to Swiss law. Any disputes shall be finally settled by the competent court of the country in which MIKRON has its registered office. Nevertheless, MIKRON shall be entitled to summon the Supplier before the court with jurisdiction for the Supplier's registered office.

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