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AXICOM HV AG

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. General

1.1. These General Terms and Conditions of Purchase ("GTC") apply to all orders placed by AXICOM HV AG ("Buyer") with the seller ("Seller"). Any terms proposed by the Seller are excluded unless the Buyer expressly accepts them in writing. This applies even if the Buyer accepts goods or services, makes payment or otherwise performs an order that refers to the Seller's terms.

1.2. Any amendment to the contract or these GTC is be valid only if confirmed in writing by an authorised representative of the Buyer.

1.3. In the event of any inconsistency between an order and these GTC, the order prevails.

2. Conclusion of a Contract

The Buyer places orders in writing. Unless the Seller rejects or requests changes to an order in writing within 2 working days after receipt, the order is deemed accepted and a contract is concluded on the terms of the order and these GTC.

3. Delivery and Passage of Risk

3.1. Unless otherwise specified in the order, delivery will be FCA Wohlen, Incoterms® 2020. Risk will pass upon delivery in accordance with the agreed Incoterms® 2020 rule and title passes upon delivery.

3.2. Partial deliveries are only permitted with the written consent of the Buyer.

3.3. At the Buyer's request, the Seller must provide the required preferential and non-preferential certificates or declarations of origin.

4. Delivery Time

4.1. The delivery times specified in the order are binding and refer to the date on which the goods are delivered or the services are accepted by the Buyer.

4.2. If goods are delivered before the agreed delivery date, the Buyer may refuse delivery at the Seller's cost and risk or accept delivery and charge the Seller any reasonable additional costs resulting from early delivery, including storage costs.

4.3. If the Seller becomes aware that it may not be able to deliver the goods or perform the services on time, it must promptly notify the Buyer and state the anticipated duration of the delay.

4.4. If the Seller fails to meet an agreed delivery date, the Buyer may, after granting a reasonable grace period, terminate the affected order in whole or in part, procure substitute goods or services from a third party and recover from the Seller the reasonable additional costs

and losses resulting from the delay. Acceptance of late delivery does not waive the Buyer's rights arising from the delay.

5. Quality & Environment

5.1. The Seller must maintain an appropriate documented quality management system that substantially complies with ISO 9001. The Seller must keep records of its quality inspections and provide them to the Buyer on request.

5.2. The Seller must maintain an appropriate documented environmental management system that substantially complies with ISO 14001. The Seller must keep appropriate records relating to its environmental management system and provide them to the Buyer on request.

5.3. The Seller must permit the Buyer, on reasonable notice, to audit the effectiveness of its quality and environmental management systems.

5.4. The Seller must notify the Buyer in writing before making any change to the design, materials, composition, manufacturing process or dimensions of the goods that deviates from the agreed specifications or previously approved goods. Any such change requires the Buyer's prior written approval.

6. Warranty

6.1. The Seller warrants that the goods conform to the agreed specifications and are free from defects in materials, design and workmanship. Any services conform to the agreed requirements and are performed with due care and skill

6.2. The Buyer may inspect the goods after delivery, and inspection by random sampling is sufficient. The Buyer must notify the Seller of any defect within a reasonable time after it is discovered. Any inspection or acceptance of the goods does not relieve the Seller of its obligations under this Clause 6.

6.3. If goods or services are defective, the Buyer may, at its option, require the Seller to repair or replace the defective goods or reperform the defective services within a reasonable period and at the Seller's cost. The Seller bears all reasonable costs associated with remedying the defect, including transport, labour and material costs.

6.4. In urgent cases, or if the Seller fails to remedy the defect within a reasonable period, the Buyer may remedy the defect itself or have it remedied by a third party at the Seller's cost. The Buyer may also reduce the price or terminate the affected order in whole or in part and return the defective goods at the Seller's cost. These remedies are without prejudice to any other rights or claims of the Buyer arising from the defect.

6.5. The warranty period is 24 months from delivery of the goods or acceptance of the services, unless a longer period is agreed. For repaired or replacement goods, and for reperformed services, a new warranty period of the same duration starts on the date of completion of the repair, delivery of the replacement goods or completion of the reperformed services, as applicable.

7. Product Liability

7.1. If a third party makes any claim against the Buyer arising from a defect in goods supplied by the Seller, the Seller must indemnify the Buyer against such claim and all reasonable costs and expenses arising from it, including any necessary recall costs.

7.2. The Seller must maintain adequate product liability insurance and provide evidence of such insurance to the Buyer on request.

8. Safety Regulations at Buyer's Premises

Persons performing services or other activities at the Buyer's premises must comply with the Buyer's site, conduct and safety rules and follow reasonable instructions issued by the Buyer in connection with such activities. To the extent permitted by applicable law, the Buyer is not liable for loss of or damage to the Seller's property, or for injury to the Seller's personnel while at the Buyer's premises, except to the extent caused by the Buyer's wilful misconduct or gross negligence.

9. Intellectual Property Rights

9.1. The Seller warrants that the goods and services supplied under the contract, and their use, resale or incorporation into other products by the Buyer or its customers, do not infringe any intellectual property rights of third parties.

9.2. If a third party claims that the goods or services infringe its intellectual property rights, the Seller must indemnify the Buyer against the claim and the reasonable costs and expenses arising from it.

9.3. At its cost, the Seller must promptly obtain for the Buyer the right to continue using the affected goods or services, modify them so that they no longer infringe, or replace them with non-infringing goods or services of equivalent function and quality. If this is not reasonably possible, the Buyer may terminate the affected order and recover any amounts paid for the affected goods or services, without prejudice to its other rights and remedies.

10. Confidentiality

10.1. All drawings, specifications, samples and other documents or materials supplied by the Buyer remain the property of the Buyer or its licensors, are confidential and may be used solely for the purposes of the contract. They may not be copied, disclosed or used for any other purpose without the Buyer's prior written consent. Upon the Buyer's request, they must be returned or destroyed.

10.2. Each party must keep confidential all technical, commercial and other confidential information received from the other party in connection with the contract and may not disclose such information to any third party or use it for any purpose other than the performance of the contract.

10.3. The Seller may not use the Buyer's name, trademarks or the existence of the business relationship for advertising or promotional purposes, or identify the Buyer as a customer or reference, without the Buyer's prior written consent.

11. Prices, Invoices, Payment

11.1. Unless otherwise agreed, prices include appropriate packaging and are based on the delivery term specified in the order in accordance with Incoterms® 2020.

11.2. The Seller must state the Buyer's order number, order date and any other information reasonably requested by the Buyer on all order confirmations, invoices, shipping documents and delivery notes, and comply with any invoicing instructions provided by the Buyer. Invoices must comply with applicable VAT requirements. If a document does not comply with these requirements, the Buyer may withhold payment until a corrected document is received. The Buyer is not responsible for any interest, penalties or other charges resulting from such delay.

11.3. Any payment or cash discount period starts only when the relevant goods have been delivered or services performed and the Buyer has received a correct invoice. For early deliveries or services, the period starts no earlier than the agreed delivery date. Payment is deemed made when the Buyer issues the payment instruction to its bank.

11.4. Unless otherwise agreed, the Buyer may pay within 14 days with a 3% cash discount or within 90 days net. Payment does not constitute acceptance of the goods or services or confirmation that they comply with the contract.

11.5. The Buyer may set off any amount owed to the Seller against any amount owed by the Seller to the Buyer.

12. Force Majeure

12.1. Neither party is liable for any delay in or failure to perform its contractual obligations, other than payment obligations, to the extent caused by an event beyond its reasonable control that could not reasonably have been avoided or overcome and that prevents or materially impedes performance ("Force Majeure").

12.2. Delays in transportation, shortages or inability to obtain goods, materials or components, and other supply-chain disruptions do not constitute Force Majeure unless directly caused by a Force Majeure event that the affected party could not reasonably have avoided or overcome.

12.3. The affected party must promptly notify the other party of the Force Majeure event and use reasonable efforts to mitigate its effects. The time for performance is extended only to the extent reasonably necessary as a result of the Force Majeure event.

12.4. If a Force Majeure event affecting the Seller continues for more than 30 consecutive days, the Buyer may terminate the affected order in whole or in part by written notice without liability.

13. Assignment

The Seller may not assign or transfer any of its rights or obligations under the contract or subcontract any material obligation without the Buyer's prior written consent. Any consent by the Buyer to an assignment, transfer or subcontracting does not relieve the Seller of its obligations under the contract.

14. Information

The Seller must promptly inform the Buyer of any circumstance of which it becomes aware that is reasonably likely to materially affect its ability to perform its obligations under the contract.

15. Compliance with Law

15.1. The Seller must comply with all applicable laws and regulations in connection with the performance of the contract.

15.2. The Seller must comply with the Buyer's Code of Conduct for Suppliers in the version applicable at the date of the order, which forms part of the contract.

16. Liability

To the fullest extent permitted by applicable law, the Buyer is not liable to the Seller for any indirect, incidental, special or consequential loss or damage, including loss of use, loss of profit, loss of revenue, loss of production, loss of business, loss of contracts, loss of goodwill or loss of anticipated savings.

17. Termination

The Buyer may terminate the contract or any affected order, in whole or in part, with immediate effect by written notice if the Seller: (i) commits any material breach of the contract and, where the breach is capable of remedy, fails to remedy it within a reasonable period after written notice from the Buyer; (ii) undergoes a change of control, reorganisation or sale of all or substantially all of its relevant business or assets that the Buyer reasonably considers may adversely affect the Seller's ability to perform its obligations; or (iii) becomes insolvent, ceases to carry on business, enters into liquidation other than for the purpose of a solvent restructuring, applies for or becomes subject to bankruptcy, restructuring or similar insolvency proceedings, or if such proceedings are commenced against the Seller and are not dismissed within a reasonable period.

18. Electronic Communications

Where these GTC require any notice, consent, approval or other communication to be made in writing, that requirement is satisfied by email or electronic signature, unless mandatory law requires a different form.

19. Governing Law and Jurisdiction

19.1. These GTC and all contracts between the Buyer and the Seller are governed by the substantive laws of Switzerland, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

19.2. The courts at the Buyer's registered office have exclusive jurisdiction over any dispute arising out of or in connection with the contract. Notwithstanding the foregoing, the Buyer may bring proceedings against the Seller before any other court having jurisdiction.