

These General Terms and Conditions of Purchase apply to all orders for goods, machine parts, equipment and services placed by Acrostak (Schweiz) AG, having its registered office at Stegackerstrasse 14, 8409 Winterthur, Switzerland ("Acrostak").

## 1. Definitions

1.1 "Contract" means the legally binding agreement between Acrostak and the Supplier, consisting of:

- a) the purchase order,
- b) any specific purchasing conditions or separate agreements expressly incorporated in the Contract, including any non-disclosure agreements, and
- c) these General Terms and Conditions of Purchase.

1.2 "Supplier" means the party designated as supplier in the purchase order.

1.2 "Supply" means all goods and services to be provided by the Supplier under the Contract.

1.3 For the purposes of these General Terms and Conditions, "in writing" and "written" include electronic communication (including email), unless mandatory law requires otherwise.

## 2. Formation of Contract and Scope of Application

2.1 These General Terms and Conditions shall apply exclusively. Any conflicting, deviating or additional terms and conditions of the Supplier shall not become part of the Contract, even if not expressly rejected by Acrostak.

2.2 A purchase order issued by Acrostak in writing constitutes a binding offer.

2.3 The Supplier shall confirm the purchase order in writing within five (5) calendar days. If the Supplier does not reject the purchase order within this period, the purchase order shall be deemed accepted.

2.4 Any amendments or modifications of the Contract must be made in writing. This also applies to any waiver of this form requirement.

## 3. Order of Precedence

3.1 In the event of any inconsistency or conflict between the contractual documents, the following order of precedence shall apply:

- a) the purchase order,
- b) any specific purchasing conditions or separate agreements expressly incorporated in the Contract, including any non-disclosure agreements, and
- c) these General Terms and Conditions of Purchase.

3.2 Provisions of equal rank shall be interpreted so as to be consistent with one another. If such interpretation is not possible, the more specific provision shall prevail.

## 4. Applicable Law and Jurisdiction

4.1 The Contract shall be governed by and construed in accordance with Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

4.2 The exclusive place of jurisdiction shall be the registered seat of Acrostak. Acrostak shall, however, be entitled to bring claims before the competent courts at the Supplier's registered seat.

## 5. Delivery and Performance

5.1 Unless otherwise agreed in writing, delivery shall be made DDP (named place of destination) in accordance with the applicable Incoterms in force at the time of the purchase order.

5.2 Delivery dates and deadlines are binding. Time is of the essence.

5.3 The Supplier shall immediately inform Acrostak in writing of any foreseeable delay, stating the reasons and the expected duration of the delay. Such notification shall not relieve the Supplier of its obligations.

5.4 Partial or early deliveries require Acrostak's prior written consent.

5.5 Acceptance shall occur either upon written confirmation by Acrostak or, if Acrostak does not notify the Supplier in writing of material defects within thirty (30) days after delivery, automatically upon expiry of such period, provided that payment shall not constitute acceptance.

## 6. Contractual Penalty for Delay

6.1 In the event of culpable delay, the Supplier shall pay a contractual penalty of one percent (1%) of the order value per commenced calendar week of delay.

6.2 The total contractual penalty shall be limited to ten percent (10%) of the order value.

6.3 The payment of a contractual penalty shall not release the Supplier from its obligation to perform.

6.4 Acrostak's right to claim additional damages remains reserved. Any contractual penalty paid by the Supplier pursuant to this Clause 6 shall be credited against such damages.

## 7. Prices and Payment

7.1 Prices are fixed prices and include all ancillary costs, in particular packaging, transport, insurance, customs duties and taxes, excluding statutory value added tax (VAT).

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7.2 Invoices must state the purchase order number and be sufficiently detailed to allow verification.

7.3 Unless otherwise agreed in writing, payment shall be made within sixty (60) days after proper delivery of the Supply and receipt of a compliant invoice.

7.4 Payment shall not constitute acceptance of the Supply or a waiver of any rights.

7.5 Acrostak may set off any claims it has against the Supplier against amounts payable under the Contract.

7.6 Acrostak may withhold payment to the extent the Supply is defective, or the Supplier is in breach of the Contract.

## 8. Transfer of Title and Risk

8.1 Title and risk shall pass in accordance with the agreed Incoterm.

8.2 If no Incoterm is agreed, title and risk shall pass upon physical delivery of the Supply at the agreed place of destination.

## 9. Quality Assurance

9.1 The Supplier warrants that the Supply complies with all contractual specifications and all applicable laws and regulations.

9.2 The Supplier shall maintain a documented quality management system at least equivalent to ISO 9001 or an internationally recognized equivalent standard and shall provide evidence thereof upon request.

9.3 Upon reasonable prior notice, Acrostak shall be entitled to conduct audits at the Supplier's premises, or have such audits conducted by a third party, to the extent necessary to ensure quality, contractual or regulatory compliance.

9.4 The Supplier shall ensure that its subcontractors comply with the same quality and regulatory standards.

## 10. Free Issue Materials

10.1 Any materials, tools, drawings, data, software or other items provided by Acrostak ("Free Issue Materials") shall remain the sole property of Acrostak.

10.2 The Supplier shall store the Free Issue Materials separately, clearly identify them as Acrostak's property, protect them against loss, damage and unauthorized access, and handle them with due care.

10.3 The Free Issue Materials shall be used exclusively for the performance of the Contract and shall not be copied, reproduced or disclosed to third parties without Acrostak's prior written consent.

10.4 The Supplier shall be fully liable for any loss or damage to the Free Issue Materials while in its custody and shall maintain adequate insurance coverage at replacement value.

10.5 Upon request or upon termination of the Contract, the Free Issue Materials shall be returned to Acrostak

without undue delay or, at Acrostak's option, destroyed and confirmed in writing.

## 11. Warranty

11.1 The Supplier warrants that the Supply:

- a) is free from defects in title and quality,
- b) complies with the agreed specifications and all applicable laws and regulations,
- c) is fit for its intended purpose, and
- d) does not infringe third-party rights.

11.2 The warranty period shall be twenty-four (24) months from commissioning or thirty-six (36) months from delivery, whichever occurs later. For repaired or replaced parts, the warranty period shall recommence upon completion or delivery of the repair or replacement.

11.3 In the event of defects, Acrostak may, at its discretion, demand repair, replacement, price reduction or termination of the Contract. The assertion of one remedy shall not exclude the exercise of further rights, including claims for damages.

## 12. Intellectual Property

12.1 All documents, data, drawings, software and other information provided by Acrostak shall remain the sole property of Acrostak. No rights are granted to the Supplier except for the purpose of performing the Contract.

12.2 Any results, developments, works, inventions, designs, software, documentation or other materials specifically developed for Acrostak under the Contract ("Foreground IP") shall vest in Acrostak upon creation. To the extent required, the Supplier hereby assigns all rights, title and interest in such Foreground IP to Acrostak.

12.3 The Supplier retains ownership of its pre-existing intellectual property ("Background IP"). To the extent that Background IP is embedded in or required for the use of the Supply, the Supplier grants Acrostak a non-exclusive, irrevocable, worldwide, royalty-free licence to use such Background IP for the intended use of the Supply.

12.4 The Supplier shall not use or exploit any Foreground IP or Acrostak-specific developments for third parties without Acrostak's prior written consent.

## 13. Indemnification and Hold Harmless

13.1 The Supplier shall indemnify and hold harmless Acrostak, its officers, employees and affiliated companies from and against any third-party claims, damages, losses, liabilities, costs and expenses arising out of or in connection with:

- a) defective Supply,
- b) violation of applicable laws or regulations,
- c) infringement or alleged infringement of intellectual property rights, and
- d) any breach of the Contract by the Supplier.

13.2 The indemnity shall include, without limitation, reasonable legal fees, court costs, settlement amounts and other related expenses.

**14. Liability**

14.1 The Supplier's total liability under the Contract shall be limited to two hundred percent (200%) of the order value.

14.2 The limitation of liability shall not apply to:

- a) wilful misconduct or gross negligence,
- b) personal injury or death, and
- c) indemnification obligations under Clause 13.

**15. Change Management**

15.1 Acrostak may request changes to specifications, quantities or delivery dates in writing.

15.2 The Supplier shall notify Acrostak in writing, within five (5) working days, of any impact on price or delivery schedule resulting from such change.

15.3 Any adjustment to price or delivery schedule shall require Acrostak's prior written approval.

**16. Spare Parts**

16.1 The Supplier shall ensure the availability of spare parts for a minimum period of ten (10) years from delivery under reasonable market conditions.

16.2 If the Supplier intends to discontinue production of the Supply or spare parts, it shall inform Acrostak in writing at least twelve (12) months in advance.

**17. Termination**

17.1 Acrostak may terminate the Contract with immediate effect for cause.

17.2 Acrostak may terminate the Contract at any time without cause. In such case, the Supplier shall be entitled to payment for the Supply duly performed or delivered up to the termination date. Claims for loss of profit or indirect damages are excluded.

17.3 Upon termination, the Supplier shall cooperate in an orderly handover of the Supply and provide reasonable transition assistance.

**18. Confidentiality**

18.1 All non-public information disclosed by Acrostak, whether in tangible or intangible form ("Confidential Information"), shall be treated as confidential, protected with no less than reasonable care and the Supplier shall use it exclusively for the performance of the Contract.

18.2 The Confidential Information shall not be copied, reproduced or disclosed to third parties without Acrostak's prior written consent, except to personnel who need to know for the performance of the Contract and who are bound by confidentiality obligations.

18.3 Upon Acrostak's request or upon termination of the Contract, the Confidential Information shall be returned or, at Acrostak's option, destroyed and confirmed in writing.

18.4 This obligation shall survive termination of the Contract for a period of five (5) years.

**19. Compliance**

The Supplier shall comply with all applicable laws and regulations, in particular regarding product safety, labour law, environmental protection, anti-corruption and competition law. The Supplier shall ensure that its subcontractors comply accordingly.

**20. Insurance**

The Supplier shall maintain adequate liability insurance customary for its industry and provide evidence thereof upon request.

**21. Force Majeure**

21.1 A party shall not be liable for failure or delay in performing its obligations to the extent such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, governmental actions, strikes not limited to the Supplier's workforce, or similar unforeseeable events ("Force Majeure").

21.2 The affected party shall inform the other party in writing without undue delay, stating the nature and expected duration of the Force Majeure event, and shall use reasonable efforts to mitigate its effects.

21.3 Lack of personnel, material shortages, price increases, or financial difficulties shall not constitute Force Majeure unless directly caused by a qualifying Force Majeure event.

21.4 If a Force Majeure event lasts longer than thirty (30) days, Acrostak may terminate the Contract in whole or in part with immediate effect.

**22. Miscellaneous**

22.1 The Supplier may not assign the Contract or any rights or obligations thereunder without Acrostak's prior written consent.

22.2 Should any provision of the Contract be invalid or unenforceable; the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid provision that most closely reflects the original economic intent.