

General Terms and Conditions for the Sale and Supply of Products **Robert Laminage S.A., La Jaluse, 2400 Le Locle, Switzerland**

This Document sets out the general terms and conditions ("**Terms**") for the sale and supply of any products ("**Products**") from Robert Laminage S.A. ("**Supplier**") to its customers ("**Customer**").

1. PACKAGING OF THE PRODUCTS

- 1.1 Unless otherwise agreed between Supplier and Customer, Supplier may package Products according to its own specifications in line with standard market practice ("**Packaging Specifications**").
- 1.2 Where necessary under applicable law, Customer may request changes or modifications to the Packaging Specifications by prior written notice (excluding email) to Supplier ("**Packaging Modification Request**"). Customer bears the risk of any additional costs or delays resulting from any Packaging Modification Request.

2. DISTRIBUTION OF THE PRODUCTS

- 2.1 Customer shall be entitled to process, offer, sell, supply and distribute all Products sold, supplied and shipped by Supplier to Customer on a worldwide basis, provided Customer complies with all applicable laws and regulations.
- 2.2 However, Customer is not entitled to process, sell, supply and/or distribute any Products under any label or in the name of Supplier. Supplier will particularly not provide Customer with any licence rights regarding any label. Furthermore, Customer has to ensure that its customers will not either sell, supply or distribute any Products under any label of, or for account or on behalf of Supplier.

3. DELIVERY

- 3.1 Unless otherwise agreed between Supplier and Customer, Products to be delivered on
 - 3.1.1 the Swiss market shall be "carriage paid" ("**CPT**"), *i.e.* Supplier delivers when Products are placed at the disposal of the carrier shipping the Products to the named place of destination;
 - 3.1.2 foreign markets outside Switzerland shall be delivered "Free Carrier" ("**FCA**"), *i.e.* Supplier delivers when Products are cleared for export.
- 3.2 Supplier is entitled to supply, and Customer is obliged to accept, shipment of Products under an individual purchase agreement in partial deliveries.
- 3.3 The quantity of Products to be delivered by Supplier to Customer may deviate depending on the amount ordered by Customer, *i.e.* any deviation in quantity of Products delivered by Supplier to Customer by
 - a) \pm one hundred percent (100 %) to fifty percent (50 %) in case the agreed/invoiced quantity is less than ten kilograms (10 kg);
 - b) \pm fifty percent (50 %) in case the agreed/invoiced quantity is less than twenty kilograms (20 kg);
 - c) \pm thirty percent (30 %) in case the agreed/invoiced quantity is less than fifty kilograms (50 kg);
 - d) \pm 20 percent (20 %) in case the agreed/invoiced quantity is less than five hundred kilograms (500 kg);or
 - e) \pm ten percent (10 %) in case the agreed/invoiced quantity is equal to or more than five hundred kilograms (500 kg)

is not considered to be a default or other breach of or deviation from an individual purchase agreement, irrespective of whether Supplier has over- or underdelivered. As to any such deviations, only the Supplier's IT system shall be authoritative.

- 3.4 The payment of any extraordinary tariffs, taxes and other duties, such as punitive tariffs or anti-dumping duties, shall be made by the Party responsible for incurring the same.
- 3.5 Delivery times of Supplier are not binding. Supplier shall not be liable for delayed delivery of the Product to Customer.

4. ACCEPTANCE OF PRODUCTS AND PRODUCT INSPECTION

- 4.1 Customer shall conduct goods incoming inspections of all Products supplied by Supplier to Customer ("**Incoming Product Inspections**"). Incoming Product Inspections shall be conducted upon delivery of the Products at the place of delivery as soon as they are feasible in the ordinary course of business (*i.e.* during normal business hours).
- 4.2 After performance of the Incoming Product Inspection, Customer shall immediately but not later than eight (8) calendar days after the Incoming Product Inspection,
 - 4.2.1 confirm to Supplier in text form (including email) receipt of the Products at the place of delivery ("**Receipt Confirmation**"); and
 - 4.2.2 notify Supplier in text form (including email) of any apparent defects in quality and/or quantity discovered during the Incoming Product Inspection.
- 4.3 Moreover, Customer shall immediately, but not later than eight (8) days after discovery, notify Supplier in text form (including email) of any other hidden defects in the Products which Customer and/or Customer's customers might discover later and which were not visible at the time of the Incoming Product Inspections.
- 4.4 Any notification within the sense of Section 4.2.2 and Section 4.3 shall be accompanied by a representative sample of the concerned Product and a photo of the alleged defect. Upon receipt of the sample and photo, Supplier shall conduct an analysis of the alleged defect. Costs and expenses for this analysis and transport of the sample shall be borne by
 - 4.4.1 Supplier if the concerned Products were defective;
 - 4.4.2 Customer if the concerned Products were not defective.
- 4.5 If the Parties cannot finally confirm whether the Products were defective, they will appoint an independent expert to find a solution and settlement. The determination of the expert shall not constitute an expert opinion within the meaning of article 189 of the Swiss Civil Procedure Code.
- 4.6 If Customer has not given immediate notice under Section 4.2.2 or Section 4.3, if Products have been processed by and/or on behalf of Customer, or if Products have deteriorated during storage at or on behalf of Customer, the Products will be considered to have been accepted by Customer at the time of delivery (*i.e.* notwithstanding any defect).

5. **INVOICING AND PAYMENT**

- 5.1 Unless otherwise agreed between Supplier and Customer, Supplier shall issue invoices in text form (excluding email) without copies and address them to Customer.
- 5.2 Purchase prices shall be payable in [CHF] within thirty (30) calendar days after receipt of the invoice by Customer, net with no discounts, unless agreed otherwise by the Parties.
- 5.3 In case of non-payment, late interest at a rate of eight percent (8 %) per annum shall come into force as soon as the due date passes, without prior notice. Collection charges shall be at Customer's expense.
- 5.4 Supplier expressly reserves the right to rescind a Product Order at any time if Customer is in default of payment with more than thirty (30) calendar days, unless otherwise agreed by the Parties.

6. **RETENTION OF TITLE**

- 6.1 The retention of title set out in this Section 6 is intended to secure all current and future claims of Supplier against Customer which have arisen or will arise out of and/or in connection with the sale and supply of Products from Supplier to Customer.
- 6.2 All Products sold and supplied by Supplier to Customer shall remain in full ownership and title of Supplier until Customer will have settled all claims of Supplier which have arisen or will arise out of and/or in connection with the sale and supply of Products from Supplier to Customer (all those Products sold and supplied by Supplier to Customer and all goods replacing them under this Section 6 are hereinafter referred to as "**Retained Goods**"). Supplier shall be entitled at any time to have such retention of title registered in the pertinent public ledger.
- 6.3 Customer will store all Retained Goods free of charge for Supplier.
- 6.4 Customer is entitled to sell or process the Retained Goods in the normal course of business, however only until the Event of Enforcement (as defined in Section 6.11 below). Customer is in no event entitled to pledge or transfer by way of security any Retained Goods.
- 6.5 Where Customer processes any Retained Goods, such processing will be done by Customer on behalf and for the account of Supplier, and Supplier will immediately obtain
 - 6.5.1 full ownership and title in any such processed Retained Goods, or
 - 6.5.2 joint ownership and title in such processed Retained Goods in proportion of the value of the processed Retained Goods in comparison to the value of the same Retained Goods in their previous un-processed kind, (i) where the processing of Retained Goods involves any materials belonging to third parties, or (ii) where the value of the processed Retained Goods exceeds the value of the same Retained Goods in their previous un-processed kind.
- 6.6 To the extent Supplier does not automatically obtain any such ownership and title or joint ownership and title as described in Sections 6.5.1 and 6.5.2 above, Customer hereby transfers to Supplier by way of security any future ownership and title or any future joint ownership and title, as applicable.

6.7 Where Retained Goods are

- 6.7.1 combined by Customer with any other items in a way that the respective Retained Goods and the other items become one new uniform item, or
- 6.7.2 inseparably mixed or mingled with any other items and any of these other items will be considered to be the main item, Customer hereby transfers to Supplier joint ownership and title in this main item in the proportion and to the extent referred to in Section 6.5.2 above, provided and to the extent Customer has ownership and title in the main item.
- 6.8 In case Customer will sell any Retained Goods, Customer hereby assigns to Supplier by way of security any and all claims of Customer which will arise against the purchaser of these Retained Goods out of and/or in connection with the sale of the respective Retained Goods to such purchaser; where Supplier has (only) joint ownership and title in the respective Retained Goods, Customer hereby assigns to Supplier by way of security any and all claims of Customer which will arise against the purchaser of these Retained Goods out of and/or in connection with the sale of the respective Retained Goods to such purchaser only in proportion to Supplier's joint ownership and title.

The same applies to any and all other claims taking the place of the Retained Goods or otherwise arising in relation to the Retained Goods, such as claims against insurers or claims resulting from tort in case of loss or destruction of any Retained Goods. Supplier hereby grants to Customer the revocable right to collect in Customer's own name those claims assigned to Supplier. Supplier may revoke such right only in the Event of Enforcement (as defined in Section 6.11). In the Event of Enforcement (as defined in Section 6.11), Customer shall immediately disclose, in accordance with all applicable laws and regulations,

- 6.8.1 to Supplier all assigned claims and the respective debtors, and
- 6.8.2 to the respective debtors the assignment of the respective claims, and provide Supplier with the corresponding documents and all other information necessary for collection of the claims by Supplier vis-à-vis the respective debtors.
- 6.9 Should any third party attempt to seize any Retained Goods, especially through garnishment, Customer must immediately
 - 6.9.1 make such third party aware of the ownership and title of Supplier in the Retained Goods, and
 - 6.9.2 inform Supplier of the third party's attempt to seize any Retained Goods in order to enable Supplier to safeguard and enforce its ownership and title in the Retained Goods.To the extent the third party is not able to reimburse Supplier for all costs and expenses incurred in this context, Customer will hold Supplier harmless and compensate all respective costs and expenses incurred by Supplier.
- 6.10 To the extent the value of the Retained Goods or of the goods or claims replacing them under this Section 6 exceeds the value of the secured claims of Supplier against Customer by more than fifty percent

- (50 %), Supplier shall release the Retained Goods and the goods or claims replacing them under this Section 6, whereby Supplier shall remain free to choose the Retained Goods, goods and claims to be released.
- 6.11 Should Supplier withdraw from or terminate the sale and supply of Products to Customer due to a breach of contract by Customer (in particular due to default of payment) ("**Event of Enforcement**"), Supplier is entitled to request from Customer the immediate return of all Retained Goods, and Customer will have to immediately return the Retained Goods upon any such request of Supplier.
- 7. LIABILITY FOR DEFECTS IN QUALITY**
- 7.1 Subject to these Terms or obligatory provisions of the applicable law, Supplier does not assume any further liability or warranties, in particular for any quality issues (e.g. of average kind) or that the Products are suitable for a specific purpose.
- 7.2 For custom projects requested by Customer, Supplier's liability shall be limited strictly to executing the project requested, in a workmanlike manner and in accordance with good professional practice. All materials provided to Supplier by Customer for any custom projects are entrusted to Supplier at the Customer's own and full risk. Supplier does not assume any further liability or warranties, in particular for any quality issues (e.g. of average kind) or that the Products are suitable for a specific purpose.
- 7.3 The Parties will immediately inform each other in text form (including email) about any safety-related defects of and any other problems regarding the Products. They will provide each other with all relevant information, in particular the information required by competent public authorities in the form requested by those authorities.
- 7.4 In case of defects in quality of the Products, notwithstanding the prerequisites in Section 4.6, Supplier shall upon Customer's request remedy the defect in quality or deliver Products free of defects in quality within a reasonable period of time. Only if two attempts fail to remedy the defect in quality or to deliver Products free of defects in quality, Customer shall be entitled to
- 7.4.1 either terminate the affected individual purchase agreement, or
- 7.4.2 reduce the price of the Products concerned in order to reasonably reflect the defect in value.
- Any other claims of Customer in respect of any defects shall be excluded, subject to the limitations set out in Sections 8.1 to 7.5 below.
- 7.5 The period for asserting claims for defects in quality is limited to one (1) year from the delivery of the Products within the sense of Section 3.1 above, unless Supplier acted fraudulently.
- 8. LIMITATION OF LIABILITY**
- 8.1 Supplier shall remain liable for damages arising from a grossly negligent breach of duty by Supplier or from an intentional or grossly negligent breach of duty by a legal representative of Supplier or a person used by Supplier to perform an obligation of Supplier.
- 8.2 In case of ordinary negligence, Supplier's aggregate liability for any defects or damages in connection with an individual purchase agreement shall be limited to the value of the concerned Products under the affected individual purchase agreement. Supplier shall not be held liable for any claims exceeding the value of the concerned Products (e.g. manufacturing costs, tooling costs, losses of any kind or third party claims).
- 8.3 If Supplier is using third parties to deliver the Products (e.g. subcontractors), and any such third party causes any damage, the liability of Supplier is limited to the recourse Supplier can take against the respective third party.
- 8.4 Supplier does not assume any strict liability under or in connection with the sale and supply of Products to Customer, unless required by mandatory law. Supplier does not give any guarantee nor any independent promise of guarantee as to any Product.
- 8.5 As between the Supplier and Customer, Customer shall bear all responsibility and full liability with respect to any and all defects regarding any products processed, manufactured, offered, sold, distributed and/or placed on the market by Customer itself ("**Customer Products**"), even if any such defect may be based on or caused, directly or indirectly, by a Product or by a defect in a Product supplied by Supplier to Customer. Customer is not entitled to claim any compensation from Supplier if and to the extent Customer itself is held liable for any defect in any Customer Product. In contrast, Customer indemnifies and holds harmless Supplier from any and all liability, costs and damages arising out of or in connection with any third party claims raised against Supplier with respect to any defect in any Customer Product.
- 8.6 Supplier shall not be liable for any indirect or consequential damages or for loss of any profits.
- 8.7 The limitations and exclusions of liability under this Section 8 also apply to all executives, employees, subcontractors and any other persons used by Supplier to perform an obligation of Supplier.
- 8.8 The limitations and exclusions pursuant to this Section 8 shall apply to any liability arising under and/or in connection with any sale and supply of Products by Supplier to Customer, irrespective of the legal basis of such liability. The limitations and exclusions are not applicable if and to the extent that Supplier itself is indemnified or held harmless for any damage or defect incurred by Customer by third parties that are not affiliates of Supplier.
- 8.9 Nothing in these Terms shall be construed so as to limit Supplier's liability for damages from injury to life, body or health due to negligent breach of duty by Supplier or intentional or negligent breach of duty by a legal representative or a person used by Supplier to perform an obligation of Supplier
- 9. LIABILITY FOR DEFECTS OF TITLE**
- 9.1 A Product has a defect of title for the purpose of these Terms if it has a respective defect as per the statutory provisions.
- 9.2 The Parties are obliged to inform each other immediately in text form (including email) about any defects of title of which they become aware and about alleged or actual infringements of any rights by the

- Products and to give themselves the opportunity to jointly defend against corresponding claims of third parties.
- 9.3 The Parties will fully cooperate to defend against threatened or asserted claims of third parties in or out of court by providing documents, information, and evidence, *etc.*
- 9.4 Without prior written consent of Supplier, Customer is not entitled to offer or conclude any settlement with third parties regarding any Products delivered to Customer if this settlement may, directly or indirectly, affect any rights of Supplier. Supplier shall not unreasonably withhold its consent.
- 9.5 Section 8 above shall apply accordingly.
10. **REGULATORY**
- 10.1 Customer shall be solely responsible, at its own costs and expenses, for any correspondence or communication with any competent authority concerning, directly or indirectly, any Products delivered to Customer within the sense of Section 3.1, or any Customer Products processed or manufactured out of or by using any Product.
- 10.2 Customer shall immediately upon receipt of any communication from any authority and/or third party relating to any risk and/or hazard that relate to any Customer Products or Products as referred to in Section 10.1 above, forward a copy of the same to Supplier and respond to all inquiries by Supplier relating thereto. Customer shall notify in text form (including email) Supplier within three (3) business days from the date of first receipt of any risks and/or hazards that relate to the use and/or further distribution of the Products. The notification shall include all the information as in the source documents. Further, Customer will provide Supplier with any follow-up information required for a proper assessment of the respective risk and/or hazard. As between the Parties, Customer shall have the sole responsibility, at its own costs and expenses, for reporting and responding to the competent authorities with regard to any respective risk and/or hazard relating to the use and/or further distribution of the Products, provided that Supplier may take such actions (including issuing such reports) as required by applicable law.
- 10.3 Any communication of Customer with any authority and/or any other third party with regard to any risk and/or hazard relating to any Customer Products or Products as referred to in Section 10.1 above, is subject to the prior consultation of Customer with the Supplier and to Supplier's previous consent and approval. For any those risks and/or hazards, Customer shall not make any statement or give any opinion (written or verbal) to anyone that could be reasonably construed as an admission of fault on Supplier's part or as a promise that Supplier will compensate anyone.
- 10.4 Customer shall be solely responsible, at its own costs and expenses, for any customer communications necessary with regard to any risk and/or hazard relating to any Customer Products or Products as referred to in Section 10.1 above, subject to the prior consultation of Customer with the Supplier and to Supplier's previous consent and approval. Customer shall not, in connection with any such communication, in any way disparage Supplier or any of its affiliates, respective directors, officers, employees, subcontractors, products or activities. Customer shall have the sole responsibility, at its own costs and expenses, for investigating, evaluating and making all determinations with respect to recalls, withdrawals or field corrections. In any such event, Customer shall promptly notify Supplier and both Parties shall cooperate fully regarding the investigation and disposition of any such matter. All costs in connection with all activities and/or correspondence with regard to any those risks and/or hazards shall be borne by Customer. All costs incurred by Supplier in connection with its support of and consultation to Customer in connection with any such activities and/or correspondence shall as well be borne by Customer.
11. **TERMINATION OF INDIVIDUAL PURCHASE AGREEMENTS**
- 11.1 Unless otherwise agreed between Supplier and Customer, any individual purchase agreement may be terminated for good cause
- 11.1.1 by Supplier immediately by giving written notice to Customer if Customer breaches or is in default of any material obligation under these Terms or the individual purchase agreement including, without limitation, any payment obligation, provided that if such breach or default is capable of being cured, it has not been cured within thirty (30) days of Customer's receipt of the written notice of such breach or default from Supplier;
- 11.1.2 by Supplier with two (2) months' notice to the end of a calendar month if Customer's ownership or shareholder structure changes significantly; a significant change of ownership or shareholder structure occurs when a third party acquires more than twenty-five (25) percent of the voting rights and/or more than twenty-five (25) percent of the shares in Customer; in the case of a significant change in ownership structure in Customer, Customer shall notify Supplier thirty (30) days before the effective date of such significant change at the latest.
- 11.1.3 by either Party if the other Party becomes insolvent; provided Customer may only terminate individual purchase agreements Supplier has not yet started executing. Once Supplier has started working on an individual purchase agreement, a termination for good cause of this individual purchase agreement by Customer shall be excluded.
- 11.2 Supplier expressly reserves the right to terminate an individual purchase agreement at any time if Customer is in default of payment with more than thirty (30) days.
- 11.3 Any termination of an individual purchase agreement has to be made by registered letter with return receipt.
12. **FORCE MAJEURE**
- 12.1 Neither Supplier nor Customer shall be liable for any failure or any delays in performance or shall be deemed to be in breach or default of its contractual obligations if, to the extent and for so long as, such failure or delay is due to any causes beyond its reasonable control and not attributable to its acts or omissions, including but not limited to such causes as

acts of God, natural catastrophes, fire, flood, severe storms, earthquakes, civil disturbances, lockouts, riots, embargoes, war (whether declared or not), acts of terrorism, or other similar causes ("**Force Majeure Event**"). For the sake of clarity, price increases, unavailability of Product sources, and labour disputes shall not be deemed to constitute a Force Majeure Event. In case of a Force Majeure Event, the party prevented from or delayed in performing shall promptly give written notice (excluding email) to the other party and shall make commercially reasonable efforts to avoid or minimise the delay. In the event that the delay continues for a period of at least six (6) weeks, the party affected by the other party's delay may choose to suspend performance and extend the period of delivery for the duration of the Force Majeure Event.

12.2 In case the Force Majeure Event affects only part of a party's ability or capability to perform its obligations hereunder, the party shall ensure that its remaining ability or capability shall be used to the maximum extent possible to perform such obligations to the other party.

13. CONFIDENTIALITY AND NON-DISCLOSURE

13.1 Supplier and Customer will treat as confidential any information in any way made available (orally, in writing, digitally, or otherwise) by the other party or a third party on the other party's behalf in the context of the negotiation, conclusion and enforcement of their individual purchase agreements, regardless of whether the respective information was labelled as confidential or not. Each Party will use all information only to meet its obligations under the individual purchase agreements and is responsible for ensuring that the information does not become known to any third party.

13.2 This confidentiality obligation does not apply if and to the extent that

13.2.1 the Parties have expressly agreed to the information disclosure in writing (excluding email);

13.2.2 it is a matter of general or publicly available knowledge;

13.2.3 the knowledge of the other party already existed prior to the making available of the confidential information due to a third party disclosure, unless it arose from the violation of confidentiality obligations by a third party, or

13.2.4 the disclosure of information is necessary to meet the obligations under these Terms or the individual purchase agreements.

13.3 Legal requirements regarding the protection of confidential information remain unaffected.

14. NOTICE

Any notice and notification to be made under these Terms or under any individual purchase agreement by Customer shall be made to the following contacts of Supplier:

Name: Aubin Robert-Prince

Address: Robert Laminage S.A., La Jaluse, 2400 Le Locle, Switzerland

Email: info@robertlaminage.ch

Direct line: +41 32 933 91 91

Fax: +41 32 933 91 89

15. APPLICABLE LAW AND PLACE OF JURISDICTION

15.1 These Terms and all individual purchase agreements shall be subject to the laws of Switzerland (excluding the United Nations Convention on Contracts for the International Sale of Goods) and construed and interpreted in consideration of the legal understanding in Switzerland.

15.2 Bern, Switzerland shall be the exclusive place of jurisdiction for all disputes between Supplier and Customer arising from or in connection with these Terms and/or the individual purchase agreements between Supplier and Customer, or concerning their effectiveness if no exclusive place of performance is determined by law in this regard. Supplier shall have the option to institute legal proceedings against Customer at the place of Customer's domicile or at the place of performance.

16. MISCELLANEOUS

16.1 The Parties agree to cooperate in good faith to fulfil their respective business objectives and to negotiate in good faith on any and all subjects on which such negotiations will be needed during the term of their individual purchase agreements in order to fulfil these business objectives.

16.2 Modifications, amendments, and additions to these Terms and the individual purchase agreements and the waiver of rights arising from any individual purchase agreement need to be made in written form in order to be valid. This shall also apply to the modification or cancellation of this written form clause itself.

16.3 To the extent legally possible, Customer is not entitled to assign any rights or claims against Supplier which are due to Customer with regard to the sale and supply of Products from Supplier to Customer or to allow third parties to collect such rights and claims.

16.4 Supplier shall at any time be and remain entitled to assign and transfer to any of its affiliates all rights and obligations, in parts or entirely, with regard to the supply and sale of Products from Supplier to Customer.

16.5 Customer shall only be entitled to set off claims of Supplier or to assert a right of retention if counter-claims are determined to be indisputable or legally enforceable.

16.6 The application of Customer's standard terms and conditions are excluded, even if Customer refers to its standard terms and conditions and Supplier does not object to their application. The standard terms and conditions of Customer shall only apply if Supplier has confirmed the same in writing.

16.7 Should a provision of these Terms be or become null and void as a whole or in part or should a gap in these Terms become evident, this shall not affect the validity of the remaining provisions. In that case, such valid and practicable regulation is deemed to be agreed with ex tunc effect that in legal and economic terms comes closest to what Supplier and Customer intended or would have intended in accordance with the purpose of these Terms if they had considered the point at the time of first applying these Terms. If the

nullity of a provision is due to a degree of performance or time (period or deadline) laid down in this provision, then the provision is deemed to be agreed with a legally permissible degree that comes closest to the original degree. It is the express intention of Supplier and Customer that this severability clause shall not merely reverse the burden of proof, but that these Terms are upheld despite there being a void provision or a gap. These Terms are null and void as a whole if they are null and void in relation to individual parties or if an essential contractual provision is null and void and the partial nullity would change the overall nature of these Terms.