

**1. Application**

Unless otherwise stipulated, our general purchase conditions apply to all our price requests, orders, "market" orders and are an integral part of the contracts relating to the delivery of goods and/or the provision of services by the supplier of goods or the service provider (hereinafter referred to as the "**Supplier**"). Offers and quotes are not remunerated and create no obligation on our part.

The Supplier's general sales conditions are only valid if and to the extent that we have explicitly accepted them in writing. Any reference on our part to correspondence from the Supplier that contains or refers to the Supplier's general sales conditions does not constitute our acceptance of the applicability of these general sales conditions to the contract.

**2. Orders**

Subject to exceptions, our orders are placed in writing and sent by mail if they are accompanied by drawings and/or other technical specifications, or electronic mail. Only orders duly established by the purchasing department commit us. We reserve the right to use an electronic portal, with access thereto to be made available to the Supplier for purposes of issuing our orders or calls for delivery. In such case, the Supplier undertakes to use said portal and shall be bound by the needs we have expressed therein.

**3. Supplier's order confirmation**

The Supplier is required to immediately confirm receipt of the order by addressing it to our purchasing department in writing. The confirmation shall include the goods' origin, on a mandatory basis. Following confirmation of the order by the Supplier, a contract is in force and any breach by the Supplier of the obligations arising from the contract shall incur liability for the Supplier. In particular, it is an essential obligation for the Supplier to supply the required firm volumes.

**4. Price**

Unless otherwise stated in writing, the prices mentioned in our orders are fixed prices excluding VAT. VAT is to be invoiced separately. Any price increase unilaterally decided by the Supplier shall not be binding on us. The Supplier shall conform to the price as indicated in an order so long as it has accepted said order and a contract is in force. We shall only make payment of the invoices that have been issued in compliance with the price on our order. Should we, through clerical error, pay an invoice with prices that are higher than the prices on our order, this shall by no means be construed as implicitly accepting the new levels of pricing. In such case, the Supplier undertakes to reimburse, in good faith, the overcharge resulting from the invoicing that is non-compliant to the contract arising from our order as accepted by the Supplier. If the Supplier reduces the prices of goods in its price list before delivery, the reduced prices shall apply to the current order and the contract price shall be adjusted accordingly.

**5. "Market" orders**

The quantities represent, for the period of the agreement, our estimated annual needs forecasts. These do not imply any commitment on our part to purchase the stipulated quantities during the duration of the agreement and may be subject to variations that we may notify to the Supplier in writing. Only delivery calls represent a firm commitment on our part. The delivery deadlines of the calls remain subject to possible postponements given the actual needs. The validity of a "market" order is at least twelve (12) months from the 1st delivery call.

**6. "Schedule" orders**

We may issue orders that include several calls for delivery, with dates indicated over more than six (6) months ("schedule" orders). The Supplier shall observe the volumes indicated in such schedule orders for purposes of sizing its supply chain and its manufacturing capacity and undertakes to fulfill our call for volumes as an essential obligation under the contract. The prices for all goods subject to a schedule order are fixed and agreed upon placing said order. We reserve the right to extend the validity timeframe of any schedule order, latest one (1) month prior to expiry of said timeframe, for an additional timeframe of twenty-four (24) months, without such extension opening any possibility for a price increase or entitling the Supplier to an adjustment on any grounds whatsoever. In addition, the Supplier shall guarantee the availability of the goods subject to a schedule order during the entire validity thereof. The Supplier shall in no case discontinue such goods before expiry of a schedule order.

**7. Delivery time**

The delivery date indicated in our orders is firm and corresponds to the date of receipt at the agreed destination; the mere expiration of the execution day is equivalent to placing the Supplier in default (Art. 102.2 Swiss Code of Obligations).

In case of delivery delay, the Supplier is required to immediately inform us in writing of the reasons and the foreseeable duration of the delay. If the agreed delivery time is exceeded, we are entitled:

- without prejudice to our other rights, to cancel the order or the unexecuted balance thereof, without the Supplier being entitled to any compensation;
- to claim, in case of delivery delay, a delay penalty equivalent to 1% of the net price of the delayed goods or services per working day of delay, without the delay penalty exceeding 20% of the net price of the delayed goods or services;
- to exercise any right to compensation for the damage suffered due to the delay in delivery (Art. 107 and following of the Swiss Code of Obligations).

**8. Use of subcontractors**

Third parties (including subcontractors) may not be employed or replaced by the Supplier without our prior written consent.

**9. Packaging**

The Supplier is responsible for appropriate packaging. The Supplier shall alert us to the special care to be taken when unpacking. Packaging must be recyclable.

**10. Delivery**

Unless otherwise agreed, delivery shall be made to the address indicated, CPT carriage paid to the agreed destination, in accordance with the Incoterms 2020 provisions.

**11. Delivery note**

We have the right to refuse any delivery that is not accompanied by a detailed delivery note mentioning the number of our order(s) and our item number(s).

**12. Quality**

The Supplier must implement an effective quality assurance system, ensure its proper functioning, and report on it at our request. We expect our Suppliers to adhere to a quality management system in accordance with ISO 9000 or an equivalent standard of similar standard. We reserve the right to inspect the Supplier's quality assurance system. In order to be qualified and to remain so, the Supplier certifies conformity to our supplier quality reference system, as it may evolve over time. For each goods supplied, the Supplier shall indicate the regulatory framework (eg REACH, ROHS or other ECHA standards) that is applicable to the supplied goods and the level of compliance. It is understood that said regulatory framework may evolve as the regulations are subject to updates and the Supplier commits to staying up-to-date with such evolutions and to complying with the version in force at the time of goods' delivery. The Supplier guarantees that the goods delivered are new. We shall not accept counterfeit goods and reserve the right to request from the Supplier assurances as to its counterfeit avoidance action plan and proof that the goods supplied to us are not counterfeit.

**13. Inspection and acceptance**

The Supplier is responsible for delivering the goods inspected and in conformity with the order and any law or regulation that is applicable. Upon receipt, we shall proceed with identification and, if necessary, an incoming inspection in accordance with established prescriptions. If the goods do not meet the requirements mentioned in the order, either because they reveal defects, we shall inform the Supplier. We reserve the right to request, upon placing an order, provision of specific documentation (such as Certificate of Conformity or First Article Inspection) to accompany the goods supplied by the Supplier. In the absence of documentation thus requested, we shall deem the delivery as non-conforming. In the event of a non-conforming delivery, we shall have the right, at our choice:

- to put the Supplier on notice to replace the goods if we deem it possible and appropriate;
- to return the goods, at its cost, to the Supplier for exchange or against a credit note;
- to cancel the order without prejudice to our right to compensation for all expenses and damages resulting from non-compliance with the specifications of the order.

Notwithstanding the foregoing, for deliveries where we are not able to immediately inspect the conformity of the goods with the contract requirements, the Supplier agrees that we may report any defect, including a hidden defect, as soon as we have noticed it, without being able to oppose the lateness of such notification (Art. 201, Art. 367, and Art. 370 of the Swiss Code of Obligations).

The ownership of the refused goods and the risks associated therewith revert to the Supplier from the date of dispatch of the notice of non-compliance. Any delivery of quantities greater or less than those stipulated in the order, if it has not been previously discussed and agreed in writing, may be refused. The transport costs for a return of non-conforming delivery are borne by the Supplier. The payment of an invoice does not imply acceptance of the goods in question in this paragraph.

**14. Warranty**

The Supplier guarantees, as a specialist, that the delivered goods have the promised properties, do not contain any material or legal defect that alters the value or intended use as we have communicated it. The delivered goods must also comply with the public law prescriptions (ASE, ASCP, SUVA for example) in force. The warranty extends over 24 months from acceptance. The warranty and liability of the Supplier also apply to parts manufactured by subcontractors. The warranty related to the object of the delivery is also granted to replacement deliveries. After repairs or corrections of defects, the warranty period starts anew.

**15. Payment**

Unless otherwise agreed in writing, payment shall be made after execution of the order and receipt of the invoice at 30 days with a deduction of a 2% discount or at 60 days from the date of receipt of the goods, except in the case where before the payment due date we had made objections concerning the execution modalities of the order.

**16. Infringement of property rights**

The Supplier is responsible for ensuring that the delivery of goods and/or the provision of services and their use by us or by our customers do not infringe patents, copyrights, or other property rights of third parties. Notwithstanding legal actions, the Supplier shall indemnify us in case of third-party actions for which we may be held responsible due to infringement of one of the aforementioned property rights, if these are based on a culpable breach of obligations on the part of the Supplier. In this case, the Supplier shall bear the cost of license fees, expenses, and fees incurred by us to prevent and/or rectify infringements of property rights.

**17. Confidentiality**

The Supplier is required to keep confidential all business secrets related to all particulars of our company and orders, as well as to treat confidentially the works and deliveries inherent. The Supplier shall, in particular, take all appropriate and necessary precautions and measures to effectively protect confidential information obtained at any time against any loss or unauthorized access. This includes, in particular, the creation and use of appropriate and necessary access and entry precautions regarding facilities, archives, computer systems, data storage devices, and other information storage devices, especially those containing confidential information. The Supplier is required to immediately notify us in writing in case of loss of confidential information and/or access to it by unauthorized parties.

**18. Models, tools, etc...**

The material (models, tools, etc...) invoiced is our property and can be claimed at any time. All models, plans, machines, molds, tools, and/or other auxiliary parts made or not by the Supplier and which are our property are deemed to be loaned to him for the agreed use. The Supplier shall mark all these as our property and, if necessary, draw the attention of third parties in this regard. The Supplier shall also inform us of the procedure to follow to guarantee these property rights towards third parties. Unless otherwise agreed, the Supplier shall use these objects only for the execution of the owner's orders, and in accordance with the stipulations of the latter.

**19. General liability, insurance**

Unless otherwise mentioned in these General Purchase Conditions, the Supplier may be held responsible according to legal provisions. The Supplier must take out, at its expense, sufficient liability insurance for damages attributable to him or attributable to his subcontractors or agents for whom he is responsible under the liability of others. Proof of the amount of insurance coverage for each claim must be provided to us if we request it. The contractual and legal liability of the Supplier is not affected by the extent and amount of his insurance coverage.

**20. Sustainable development**

We conduct our activity in accordance with the principle of sustainable development and adhere to recognized standard norms in terms of occupational health and safety, environmental protection, labor, and human rights as well as responsible corporate governance. We have established our Code of Conduct and expect the Supplier to adhere to it and ensure that all subcontractors also adhere to it.

**21. Personal data**

Should the Supplier, during the execution of the contract, receive from us or otherwise obtains personal data related to our employees (hereinafter "**Personal Data**"), the following provisions shall apply. If the processing of Personal Data as mentioned above is not carried out on our behalf, the Supplier shall only have the right to process the Personal Data for the execution of the contract. The Supplier may not, except for applicable legal authorizations, process Personal Data otherwise, in particular, disclose Personal Data to third parties and/or analyze such data for its own needs and/or establish a profit. The Supplier shall ensure that Personal Data is only accessible to its employees, if and to the extent that said employees require access for the execution of the contract (need-to-know principle). The Supplier shall not acquire ownership of the Personal Data and is obliged, according to applicable law, to correct, delete and/or limit the processing of Personal Data. Any right of retention of the Supplier is excluded concerning Personal Data.

**22. Autonomy of provisions**

The invalidity or unenforceability of any provision or part of a provision of the contract does not affect the validity of the entire contract.

**23. Jurisdiction, Applicable Law**

The jurisdiction is exclusively at the headquarters of Systems Assembling SA à CH-2017 Boudry (NE).  
This contract is interpreted in accordance with Swiss substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated April 11, 1980, as well as the Swiss legal rules governing conflicts of laws.

Systems Assembling SA

CH-2017 BOUDRY