

General Purchasing Terms (GPT) of WETROK AG, Kloten, Switzerland

1. General

These GPT apply, as amended from time to time, to the business relationships between the supplier or provider (hereinafter the Supplier) and WETROK AG (hereinafter WETROK).

Any amendments to the GPT will be disclosed to the Supplier without undue delay and shall be deemed accepted 7 (seven) days after delivery, unless objected to in writing.

By accepting the order, the Supplier explicitly agrees with these GPT of WETROK.

The Supplier's commitment to the GPT shall also include future orders, delivery calls and master agreements. Deviating agreements, representations and modifications of these GPT in the individual order / the individual delivery call / the individual master order are reserved, provided that they are agreed in writing and confirmed by WETROK.

WETROK is not bound to any business and / or delivery terms of the Supplier that replace or change these GPT, even if this is noted on any order confirmation or in general correspondence.

2. Offers

Offers to WETROK shall be binding upon the Supplier for at least 3 (three) months after receipt by WETROK. They shall not found any claim to remuneration or cost reimbursement.

3. Orders

Orders shall be placed in writing, or in the system by WETROK, usually by way of delivery calls with binding delivery quantities, binding prices and delivery dates. They must include an individual order number / identification of WETROK.

The Supplier is obligated to confirm the order in writing within 3 (three) working days.

Orders placed orally or on the phone, as well as any supplements, modifications or deviating terms are only accepted by WETROK if explicitly confirmed in writing.

The Supplier is asked to add storage, operating and maintenance instructions with the delivery without any specific prompt from WETROK in the order.

4. Quantity contract

The quantity contracts contain the expected quantity budgets (best estimate) for the time period defined in the quantity contract. The binding order is placed with the written call, indicating the desired delivery date.

Quantity budgets can be declared binding based on individual agreements. Such an agreement must be made in writing.

The prices stipulated in the master agreements shall be applicable for the entire term of the master order.

5. Delivery and delivery times

If there is no other agreement, the delivery date shall be binding and given as the time of arrival at WETROK.

If the Supplier has to assume that timely delivery is wholly or partially impossible, it must inform WETROK of this without delay, indicating the reasons for the expected duration of the delivery delay.

Partial deliveries shall only be permitted if approved by WETROK in writing.

Deliveries before the agreed delivery date are only permitted with the explicit approval of WETROK.

Over- or under-deliveries are only permitted with the explicit approval of WETROK.

6. Default

If the delivery is not made at the time / in the period indicated in the order / delivery call and confirmed by the Supplier in accordance with item 3, the Supplier shall enter default at the expiration of this date.

If the Supplier has entered default, WETROK may content to demand performance after granting a grace period of 5 days after the date at which the delivery was originally owed, continue to insist on performance. Alternatively, WETROK shall have the right to waive subsequent performance and withdraw from the contract.

WETROK reserves the right to return goods received late to the Supplier, subject to offset of the agreed purchasing price and the resulting default damage (Transport-, Storage- and Customs costs).

7. Contractual penalty

If the Supplier enters default, WETROK reserves the right to claim a contractual penalty at a flat rate of 1% of the purchasing price of the goods to be delivered per week of default.

8. Deliveries from third parties and liability of vicarious agents

Passing on the orders from the Supplier to a third party / subcontractor shall only be permitted with the explicit written consent of WETROK.

The Supplier shall be fully liable for the damages caused by its contracting partners and vicarious agents, no matter if it is their own fault or not.

9. Presentation and packaging

The costs for presentation and packaging shall be included in the price unless agreed differently. Costs or damage caused by defective or unsuitable packaging and / or defective marking / labelling shall be at the Supplier's expense.

10. Title in the goods

Reservations of title are not accepted without the written consent of WETROK.

11. Ownership and risk

The risk of the goods shall pass to WETROK or a third party designated by WETROK at the time at which the Supplier actually handed over the goods to WETROK or a third party. Instructions concerning shipping and delivery shall be complied with strictly by the Supplier.

12. Quality of the goods

The Supplier represents delivery of high-quality goods. Any deviation from manufacturer's provisions, specifications, quality requirements for raw materials and end products, drawings, essential released samples, etc. shall be deemed defects. Changes to the material composition, execution, etc. are strictly forbidden without the explicit advance approval of WETROK.

13. Goods inspection

The Supplier represents that only such goods will be delivered that fully meet the specifications (see item 12). WETROK is not required to perform technical inspections at receipt. WETROK shall only review the inbound product deliveries for correspondence of the delivery note and the label (EAN code), quantity and obvious transport damage.

14. Complaint about defects

The inspection and/or complaint deadlines stipulated by law or by the Supplier are explicitly waived. WETROK shall have the right to assert any recognisable and concealed defects during the warranty period after sale of the goods by WETROK or other contracting partners to the end customer, or until the end of the warrant period applicable between it and the end customer, or the use-by date, and to assert the corresponding damage.

15. Warranty and liability

The Supplier shall be fully liable for all defects of the goods during the agreed warranty period in accordance with item 14.

The Supplier's warranty shall also cover the parts and goods produced and/or delivered.

If any justified claims are asserted against the Supplier by WETROK during the warranty period, the Supplier shall pay to WETROK as follows:

- Reimbursement of the sales price and free return or disposal of the defective goods and
- Complete replacement of consequential damage from defects.

16. Legal warranty

The Supplier warrants that the goods do not violate any statutory standards, accident prevention provisions, rules, etc. that are valid at the destination.

Furthermore, the Supplier warrants that the goods do not violate any third-party rights - in particular under contract, material or immaterial property law.

If WETROK finds that the goods or part of them violate any statutory standard provisions, rules and/or third-party rights, it may withdraw from the contract and/or return goods already purchased against complete compensation. The Supplier shall be obligated to cover all damage that arises in this context. The obligation to indemnify shall specifically also apply if WETROK, or its contracting partners, accept the third-party's rights in good faith without any court decision and settling out of court.

If WETROK is involved in a legal dispute with any third parties, the Supplier shall be obligated to support WETROK or its contracting partners in conducting the legal dispute. The Supplier shall be jointly liable for the costs arising for the legal dispute and for any damages payments to third parties.

If required by WETROK, the Supplier shall be obligated to take out and maintain a liability insurance adjusted to the possible risk for the order, including a product liability insurance covering the contractually assumed liabilities. WETROK may demand evidence of such an insurance. WETROK shall also have the right to stipulate the required minimum coverage.

17. Product liability

If any claims from product liability are asserted against WETROK or a subsidiary of WETROK or another contracting partner, the Supplier guarantees to hold them harmless entirely.

The Supplier also commits to maintain a liability insurance for property damage and injury. The coverage total shall not limit the Supplier's liability.

18. Invoicing and due date of the purchasing price claim

Invoices shall be delivered to WETROK in duplicate with proof of origin according to the relevant provisions.

In the absence of agreements to the contrary, the purchasing price claim shall be due subject to the payment terms defined in the order, usually within 20 days after receipt or acceptance of the goods with 2% discount, or 30 days net. Asserted claims from warranties for defects of material or title and off-setting against due counter-claims are reserved.

19. Material provisions

The Supplier must request the required quantity for any others for which material provisions by WETROK were agreed under consideration of the procurement periods for the provided materials by WETROK.

20. Tools

Tools provided to the Supplier by WETROK or produced by the Supplier on the order of WETROK, must not be used for performing third-party orders unless agreed differently.

The tools shall be stored and serviced appropriately. The Supplier warrants that the tools are ready for use without any issues at all times.

The tools shall remain the exclusive property of WETROK and shall be released to WETROK without delay upon request or destroyed upon the demand of WETROK.

21. Immaterial property rights

Patents, specifications, manufacturer's provisions and brands, the connected presentations and equipment of the goods, as well as any rights in drawings, plans, samples, printing templates and designations in connection with the goods that are provided to the Supplier, or produced by the Supplier on the order of WETROK, shall be and remain the property of WETROK.

22. Secrecy

The Supplier commits to keeping any information received from WETROK, in particular any recipes, specifications, manufacturing provisions, drawings, etc. secret and to not release them to any third parties and shall take the necessary provisions to bind its employees to this obligation. Subject to possible damages claims, a contractual penalty of CHF 50,000.00 shall be owed in case of documented violation.

23. Severability

If any one or several provisions of these GPT becomes ineffective, invalid or unenforceable, no matter the reason, this shall not affect the remaining provisions. In this case, the parties shall be obligated to replace the ineffective or unenforceable provisions by such provisions that replace the ineffective or unenforceable provisions in the legally permitted scope, and that do not impair the ratio of service and compensation as stipulated in this agreement. This shall also apply to meeting any authority requirements, or if there is any gap in the contract. This regulation must be recorded in writing in all cases.

24. Data protection directives

The Supplier shall comply with the generally applicable data protection directives. The Supplier shall return the valid document legally signed.

25. Code of conduct

The Supplier shall comply with the applicable Wetrok code of conduct for suppliers. The Supplier shall return the valid document legally signed.

26. Applicable law and jurisdiction

All legal relationships between the parties shall be subject to Swiss Law only. The exclusive place of jurisdiction for any disputes shall be Kloten (ZH), Switzerland.

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