

General Terms and Conditions of Purchase A.Vogel AG – Grünaustrasse 4 – CH-9325 Roggwil

1. Scope; Orders of A.Vogel AG from Supplier

1.1 These General Terms and Conditions of Purchase shall apply to all purchase contracts between **A.Vogel AG** and the Supplier. Provisions between **A.Vogel AG** and the Supplier, that differ from the General Terms and Conditions of Purchase (e.g. quality assurance agreements), shall prevail, provided that they are explicitly agreed in writing.

1.2. Offers of the Supplier are free of charge. Offers, that do not contain a term of acceptance, are binding for a period of 60 working days, beginning at day when A.Vogel AG receives the offer. The Terms and Conditions of Purchase are binding, if they are declared to be applicable in the written order of A.Vogel AG. The contract shall be deemed concluded upon written confirmation of the order by the Supplier, if not concluded otherwise. The written confirmation of the order shall be handed in by the Supplier no later than 5 working days after the receipt of the order of A.Vogel AG. If A.Vogel AG has not received a written rejection of its order within 5 working days after the order, the contract shall be deemed to be concluded. Any terms and conditions of the Supplier are not and will not be accepted, even if A.Vogel AG does not reject them in each written correspondence.

2. Drawings, other Documents, IP Rights, Confidentiality

2.1. All documents (specifications, drawings, production and delivery requirements, etc.) and all operating and auxiliary equipment, that has been provided by A.Vogel AG to the Supplier, shall remain the property of A.Vogel AG and shall be labelled as the property of A.Vogel AG.

2.2. The Supplier shall examine, whether the documents or the operating and auxiliary equipment provided by A.Vogel AG are unclear, uncomplete or obviously deficient and shall, in such case, inform A.Vogel AG immediately in writing thereof.

2.3. Such documents shall be exclusively used for the purpose of the sale and shall not be copied or disclosed to third parties without the explicit prior written consent of A.Vogel AG. Upon request of A.Vogel AG or latest upon execution of the contract, such documents and operating and auxiliary equipment shall be immediately and safely returned or, if explicitly agreed, be stored by the Supplier until further notice.

2.4. The Supplier guarantees, that by delivering or using the products purchased by A.Vogel AG, no third party IP Rights (such as trade marks or patents) will be infringed. In such case A.Vogel AG may terminate the contract and/or may claim damages.

2.5. The Supplier shall not disclose know-how and confidential information of A.Vogel AG provided to the Supplier by A.Vogel AG during the contract negotiations and/or the execution of the contract to third parties, nor shall the Supplier use them for own purposes, without the prior written consent of A.Vogel AG.

2.6. The obligation in clause 2.5 shall survive the termination of any sales contract and shall remain in force. In the event of a breach of the Supplier's confidentiality obligation, A.Vogel AG may claim liquidated damages in the amount of CHF 100'000 per each breach. No proof of damages is required. Damage claims, exceeding the liquidated damages, as well as the right to require the cure of the breach remain reserved. Any payment of liquidated damages does not release the Supplier from respecting its confidentiality obligation.

3. Delivery, Sub-Supply, Term and Place of Delivery, Supplied Materials

3.1. The delivery term and deadlines, agreed in writing between A.Vogel AG and the Supplier, are binding (part deliveries included).

Any delivery problems shall be immediately disclosed by the Supplier to A.Vogel AG in writing. In case of late delivery A.Vogel AG may claim damages caused by such late delivery. In addition, A.Vogel AG may, after having set a further period of 5 working days to deliver the products, either waive subsequent performance and ask for compensation for damages arising out of the non-performance or withdraw from the contract, if the products are not delivered during these 5 working days.

If A.Vogel AG asks to postpone the delivery, the Supplier shall store the products during a period of 6 months for free.

3.2. Deliveries shall be effected DDP (Incoterms 2020). Place of destination shall be at A.Vogel AG's domicile, if not otherwise agreed in writing. Risk and benefit shall pass to A.Vogel AG upon delivery of the products at the place of destination. The Supplier shall use packaging preventing the products from contamination and damage during transport and storage. The transport shall be executed in a way that the quality, cleanliness and integrity of the delivered products are guaranteed. Pharmaceutical products shall be transported according to the GDP-regulations applicable at the time when such products are transported. The Supplier is obliged to indicate the order- and article number on all shipping documents and delivery notes. The delivered products need to be clearly identified on the basis of the outer labels attached to the shipping boxes.

3.3. The products shall be delivered in time as agreed by the Parties. A.Vogel AG may reject products that are delivered too early and may send them back to the Supplier at Supplier's cost. The payment term shall remain unchanged, if A.Vogel AG accepts early delivery.

3.4. A.Vogel AG is not obliged to accept incomplete deliveries. Part deliveries need to be agreed in writing in advance.

3.5. The Supplier shall, upon request of A.Vogel AG, disclose its sub suppliers. Changes of sub suppliers require A.Vogel AG's prior written consent.

3.6. If, according to the contract, A.Vogel AG is required to provide material, the Supplier is requested to order such material in writing 5 working days before delivery of such material to the Supplier.

Material provided by A.Vogel AG shall be exclusively used to fulfil the respective contract between the Parties. Such material shall be delivered to the Supplier free of charge. Title (ownership) in the products shall remain with A.Vogel AG until the products are mixed or processed. The Supplier shall maintain and adequately insure the products against theft, fire, water and other damage in favour of A.Vogel AG and at its own account. The Supplier shall undertake all measures to avoid any negative impact on A.Vogel AG's title in the products.

4. Representations and Warranties

4.1. The Supplier represents and warrants that the products are free of any defects that have a negative effect on the value or suitability of the products delivered to A.Vogel AG and that such products meet the agreed specifications. The Supplier represents and warrants that the products comply with all applicable laws, regulations and standards.

4.2. The Supplier shall examine whether the quantity and quality of the products complies with the contract before their delivery to A.Vogel AG. A.Vogel AG reserves the right to inspect the products. This inspection might be limited to a visual inspection by A.Vogel AG. A.Vogel AG is, among others, not obliged to inspect or examine the quality of the printed or unprinted packaging material, the raw material and bulk and the plants and machinery after their deliveries. Such inspection can be executed anytime during the processing or use of such products.

4.3. Any defect shall be reported to the Supplier within 60 working days after its detection by A.Vogel AG. Any settings of deadlines by the Supplier will not be accepted. Upon request of A.Vogel AG the Supplier shall provide A.Vogel AG with a report containing a detailed analysis of the defect's source, adequate measures to repair the products and how to prevent future defects of the same kind as well as an effectiveness assessment.

4.4. Without prejudice to any other legal claims A.Vogel AG may, after its choice, claim replacement, repair, rescission of the contract or price reduction under warranty. In addition to those claims under warranty A.Vogel AG may claim damages caused by defective products (such as, among others analysis costs, consequential damages, lost profits, etc.). Damage claims of A.Vogel AG do not require a fault of the Supplier.

A.Vogel AG may retain payments of the purchase price partly or in total, provided however that A.Vogel AG asked for replacement or repair, until the Supplier has 1) duly replaced or repaired the defective products or 2) until the situation regarding rescission, reduction of the purchase price and damage claims have been bindingly settled.

4.5. The warranty period shall be 24 months, starting with the delivery of the products at the place of destination. The warranty period shall be extended by the period starting with the delivery of the products until the putting into use of the products by A.Vogel AG customers; but in no event longer than an additional period of 12 months. In case of replacement or repair of defective products the warranty period of 24 months restarts. The warranty period regarding immobile products used for premises shall be 5 years starting with the written acceptance of the construction by A.Vogel AG.

4.6. The Supplier shall hold harmless A.Vogel AG from any product liability claim based on a defect in the products for which the Supplier is responsible. Upon request the Supplier shall prove that the Supplier is sufficiently insured against product liability risks.

4.7 The supplier indemnifies A.Vogel AG against all third-party claims for compensation of damage suffered in connection with a warranty claim, any (other) failure of the supplier to fulfil its obligations under the agreement with A.Vogel AG or any unlawful act by the supplier against A.Vogel AG.

5. Price and Payment

5.1. All prices shall be understood DDP Incoterms 2020 (if no place of destination is defined in the contract, the place of destination shall be at the domicile of A.Vogel AG). The agreed price covers all costs and expenses, of the Supplier with regard to its performance of the contract, such as e.g. costs of material procurement, costs of production and documentation, analysis costs, costs of initial instructions, expenses (such as costs for travel, meals, communication, etc.), license fees, transport, packaging, unloading, insurance costs as well as all public fees (VAT, customs duties, etc.).

5.2. Payments by A.Vogel AG are made irrespective of an inspection of the products. As a consequence payments by A.Vogel AG do not imply an acknowledgment of the quantity and quality of the products. All warranty claims of A.Vogel AG shall entirely remain reserved after payment of the purchase price.

5.3. Invoices shall be sent to A.Vogel AG, Grünaustrasse 4, 9325 Roggwil or per E-Mail to invoices.1000@avogel.ch.

The Supplier shall refer to A.Vogel AG's order and article numbers on each invoice. In addition the country of origin shall be referred to on each invoice.

If the Supplier delivers products containing VOC, the total amount of VOC in kg, the VOC content percentage in weight, the VOC content in kg as well as the confirmation that the VOC tax has been paid, needs to be displayed.

5.4. The payments shall be made within 30 days after the receipt of the invoice by A.Vogel AG, but not earlier than 30 days after the delivery of the products at the place of destination, if the Parties have not agreed differently.

5.5. The Supplier shall not assign any claims agreed in the contract with A.Vogel AG.

6. Audits

6.1. A.Vogel AG and its representatives, who are subject to non-disclosure, may, at any time, upon prior notice, request access to all documents and records in connection with the products and their delivery. The Supplier shall provide any information about the progress made in work required by A.Vogel AG.

6.2. A.Vogel AG will inform the Supplier about the results of the audit. If, according to such results, measures need to be taken, the Supplier shall, within 30 calendar days, establish and implement an action plan and inform A.Vogel AG immediately in writing about it.

6.3. Such audits do not release the Supplier from any of its duties, warranties and liabilities towards A.Vogel AG.

7. Quality Assurance System

7.1. The Supplier shall maintain a minimum Quality Assurance System according to the standards of EN ISO 9001 or the higher GMP standards. Depending on the product A.Vogel AG may demand sector-specific certifications such as e.g. ISO 13485 for medical products, BRC/ISO 22000, Bio, «Bio Knospe and Suisse Garantie» for products and applications in the food sector or ISO 22716 for cosmetic products.

7.2. The certifications need to be verified by official documents and disclosed to A.Vogel AG. In case of missing certifications A.Vogel AG has the right to perform a risk based audit with the Supplier.

7.3. The Supplier shall immediately inform A.Vogel AG in writing about any change or expiry of a certification and to present new or changed certifications. In case of expiry or loss of a certification A.Vogel AG may terminate the contract with immediate effect, without any liability towards the Supplier.

7.4. The Supplier shall maintain a reporting system in order to inform A.Vogel AG about all relevant events regarding safety and quality of the products. Each event that leads to an interruption of the production or a product recall needs to be reported to A.Vogel AG within 24 hours. A.Vogel AG may ask the Supplier to hand out all documents in connection with such an event.

7.5. The Supplier shall document all quality assurance measures and shall store the corresponding quality reports and test protocols (including product samples) during a period of at least 10 years. A.Vogel AG may ask the Supplier to hand out such documents.

7.6. At the time of concluding the contract, the Supplier shall notify A.Vogel AG at least one person, who is responsible that the above mentioned requirements are respected (quality assurance representative). The Supplier shall immediately notify A.Vogel AG any change of the quality assurance representative in writing.

7.7. The Supplier shall make sure that all sub-suppliers establish and maintain a quality assurance management system according to the above mentioned requirements. A.Vogel AG may ask the Supplier for a corresponding proof.

8. Miscellaneous

8.1. The contract between the Parties shall be exclusively governed by material Swiss law, excluding the provisions of the private international law and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

8.2. The domicile of A.Vogel AG (currently Arbon, Switzerland) shall be the exclusive place of jurisdiction for any legal dispute arising out of the contract between the Parties. A.Vogel AG may pursue legal disputes before the ordinary courts at the Supplier's domicile.

8.3. There are no additional oral agreements. Supplements of contracts of any kind and/or subsequent alterations will require a confirmation in writing by the Parties to become effective.

8.4. Should any provision of this agreement be or become invalid, then the remaining provisions shall retain their validity. An invalid provision shall be replaced by a provision which approaches the invalid provision.

8.5. Statements, electronically created and transmitted in text form such as e.g. E-Mails, shall be equivalent to the written form.

8.6 The Parties commit that they will comply with the applicable provisions of data protection.

8.7 The Supplier is not entitled to assign rights conferred in this contract to third parties without the prior written consent of A.Vogel AG.

07/2022