

General Terms and Conditions for the Procurement of goods and services by Destinus (P-GTC)

1. Scope and validity

1.1 These general terms and conditions (P-GTC) apply to all procurement of goods, services and similar procurements by Destinus Group companies (**Destinus**) and provide for the conclusion, content and performance of contracts between Destinus and the supplier (**Supplier**) in connection therewith.

1.2 These P-GTC shall be considered accepted if the Supplier submits an offer to Destinus or confirms an order of Destinus. General terms and conditions of the Supplier are excluded, regardless whether Destinus has expressly contradicted such general terms and conditions. These P-GTC also apply and prevail where Destinus, having knowledge of conflicting and deviating terms of the Supplier, accepts goods or services without reservation.

1.3 The P-GTC may be supplemented by additional terms in individual orders. In order to be effective, amendments and supplements must be made in a written instrument duly executed by Destinus and the Supplier.

2. Offer and order

2.1 Information based on a request for information (**RFI**) and quotes based on a request for a proposal (**RFP**) are free of charge. An offer is free of charge unless provided otherwise in the RFP.

2.2 The offer is binding during the period mentioned in the RFQ or in the offer. If the offer does not specify this period, the Supplier is bound for 3 months from the date of the offer.

2.3 If the offer deviates from the RFP or RFI, the Supplier shall expressly point this out. Destinus shall be bound if it has expressly agreed to the deviation in writing. For the purposes of these P-GTC, the term "in writing" shall include communications via e-mail, fax or similar. Acceptance of works or services as well as payments on the part of Destinus shall not constitute consent.

2.4 Orders are binding if they are submitted in writing. Electronic orders are binding if this is foreseen in a written agreement between the parties.

3. Performance, title and risk

3.1 Supplier shall inform Destinus regularly about work progress and shall in particular comply with all required specifications. Time is of the essence for the performance of the contract by Supplier. Supplier shall inform Destinus immediately about any circumstances which could jeopardize or delay the performance, including (but not limited to) the change of production sites, sub-contractors and subsuppliers.

3.2 If for the execution Destinus premises have to be entered, Supplier and its employees and/or contractors shall comply with Destinus' company regulations, in particular with the safety regulations and confidentiality policies.

3.3 Unless specified otherwise, the place of delivery shall be in accordance with Incoterms 2020 at the destination specified in the order or contract.

3.4 Title and risk are transferred upon inspection or, if applicable, acceptance of the subject matter of contract by Destinus. If the required accompanying documents are missing, Destinus shall store the subject-matter of contract at supplier's expense and risk.

4. Delivery, due dates and default

4.1 Agreed or communicated delivery dates are binding. Determinative for the observance of the delivery date

shall be (i) receipt of the goods or services by Destinus, or (ii) if the contractual performance consists of the manufacture, assembly or installation of a work, the acceptance by Destinus (which shall not be unreasonably withheld). Partial deliveries are subject to prior written approval by Destinus.

4.2 With each delivery, Supplier shall enclose a dispatch note with reference to the respective order number and issue the required forwarding documents. In relation to delivered goods, the Supplier is responsible for appropriate packaging.

4.3 If the parties have agreed upon an exact deadline for performance, the Supplier, in case he does not meet such deadlines, is in default without further ado; in the other cases the Supplier is in default after a reminder by Destinus and upon expiry of a reasonable grace period.

4.4 If Supplier comes into default, it owes an amount of 0.2% of the total remuneration per business day of delay, with a maximum of 5% of the total remuneration. Payment of such amount does not relieve Supplier from its other contractual obligations and does not exclude Destinus from claiming further damages and/or seeking further remedies Destinus may have under these P-GTC, the contract and/or applicable law; however, the paid amount shall be credited against damages claimed by Destinus. Personal negligence of Destinus and Force Majeure remain reserved.

4.5 If Supplier is in default, Destinus shall be entitled, without prejudice to any rights or remedies it may have under the P-GTC, the contract or applicable law, to (i) require specific performance and any damages related to late performance by Supplier, or instead, by giving written notice to Supplier, (ii) waive specific performance and (a) claim full damages, including all costs, expenses, damages and other losses resulting from the Supplier's non-performance, or (b) rescind the contract and require a refund of the contract fees/price as well as any losses, costs, and expenses incurred or suffered in reliance on the Supplier's performance.

5. Changes to contractual specifications

5.1 Supplier shall inform Destinus about developments, which call for, or make recommendable, modifications to the agreed specifications.

5.2 The parties may request changes to the agreed contractual specifications at any time. If Destinus requests a change, the Supplier shall inform in writing within 10 business days whether the change is possible and on the consequences regarding deadlines, remuneration and quality. Destinus shall then inform Supplier within an equivalent time period whether the change shall be implemented. If the Supplier requests a change, Destinus may approve or refuse the appropriately substantiated request.

5.3 Supplier shall not turn down the change request by Destinus if the change is possible and the overall character of the procured good or service is preserved.

5.4 Prior to implementation, the change of specifications and potential adjustments of remuneration, deadlines and other points of the contract are laid down in a written instrument.

6. Inspection and acceptance

6.1 In case of contracts regarding the purchase of goods, Destinus shall inspect the goods within thirty (30) days upon delivery. If the Supplier has to perform installation works, this period starts upon completed installation.

6.2 In case of work contracts (*Werkvertrag*) Supplier shall notify Destinus of the completion of the work without delay and the parties shall then in good faith agree on the time and place of the acceptance inspection. Acceptance by Destinus may be full (for the entire work) or, in case of separable work steps, partial (for individual steps).

6.3 If major defects are detected, acceptance is postponed. Supplier shall remedy detected defects immediately and shall notify Destinus of a new acceptance date. If minor defects are detected, the works may be accepted, in which case Supplier shall remedy detected defects immediately. Acceptance occurs only upon issuance of a written acceptance letter by Destinus.

6.4 The delivery of an inspection report stating (i) non-conformity with or deviations from specifications or (ii) other defects is considered a notification of defects.

7. Remuneration

7.1 Supplier provides the goods or services at fixed prices or on a time and material basis, usually subject to a cap (**Remuneration**). The Supplier shall specify in his offer in detail applicable rates, types of cost, expenses, and discounts.

7.2 The Remuneration shall compensate the Supplier for any and all costs, fees and expenses in connection with the proper performance of the contract. In particular, it shall cover installation, testing and documentation costs, the costs for a possible initial instruction of Destinus personnel, the expenses (including, but not limited to, travel and accommodation), license fees (including as per section 12.2 hereof), packaging cost, equipment, as well as public charges such as taxes and customs duties.

7.3 Unless otherwise stated in the contract or order, the price payable for the goods and/or services is exclusive of value added tax ("VAT") or others sales tax.

7.4 If the contract or order states that VAT or other sales tax is payable with respect to any goods or services, Destinus shall only be only required to pay such tax upon receipt of a valid VAT or other sales tax invoice.

8. Terms of payment

8.1 Unless otherwise agreed, payments become due upon acceptance of the works and/or services by Destinus. Destinus pays invoices made out after the due date within sixty (60) calendar days of receipt of the invoice.

8.2 Destinus reserves the right to return incorrect, unverifiable invoices for correction. The term of payment starts anew with receipt of the corrected invoice.

9. Subcontractors and subsuppliers

9.1 Supplier may only use subcontractors for the manufacture of goods and/or performance services to Destinus upon prior written approval by Destinus. The same applies for subsequent changes of subcontractors during the term of the contract.

9.2 Supplier shall in any case remain fully responsible towards Destinus for the performance of the contract.

9.3 Upon Destinus' request, the Supplier shall disclose his subsuppliers to Destinus.

10. Material furnished by Destinus

10.1 Materials, samples, drawings, utilities such as test equipment and tools furnished to the Supplier remain the property of Destinus. The furnished material may only be used as agreed. After completion or termination of the contract, they must be returned to Destinus.

10.2 Upon receipt furnished material is to be thoroughly inspected by Supplier. It is deemed complete and free from defects, unless the Supplier notifies Destinus accordingly in writing within five (5) business days.

10.3 The Supplier shall keep an inventory of furnished material and keep it in safe custody. At the request of Destinus supplier shall provide an up-to-date inventory stating the condition of the furnished material.

11. Foreground IP

11.1 The performance of the contract may lead to the creation and development of certain intellectual property rights (**Foreground IP**).

11.2 The Supplier shall assign and transfer and herewith assigns and transfers to Destinus:

(a) all Foreground IP, including work results and deliverables specifically developed or acquired for the Company under or in connection with this Agreement, irrespective of their form and whether legally protected or not, including, in particular, all materials (such as test results, diagrams, lists, compilations, texts, designs, drawings etc.), analyses, know-how, methods, specifications, software-code or other creations, as well as preliminary or partial versions thereof; and

(b) all rights and claims thereto, in particular the full copyright including all rights of publication, use, modification and processing and all patentable and non-patentable inventions.

11.3 The Supplier shall ensure that the Foreground IP may be assigned and transferred to Destinus and undertakes to execute and deliver any document and other instruments, execute all applications, assignments and take any further action required and/or reasonably requested by Destinus to perfect or evidence the transfer and assignment of the Foreground IP. To the full extent permitted by law, the Supplier waives moral rights regarding Foreground IP.

11.4 Any patent application for Foreground IP shall be done and shall be prosecuted by Destinus exclusively.

11.5 To the extent mandatory law of any jurisdiction does not allow for the assignment and transfer of Foreground IP, the Supplier herewith grants to Destinus a worldwide, perpetual, non-exclusive, fully paid-up, royalty-free, transferable and sub-licensable right to use, modify, process, publish and otherwise exploit the Foreground IP.

12. Supplier Background IP

12.1 The Supplier (or the relevant subcontractor or sub-supplier, as applicable) shall retain any pre-existing intellectual property rights i.e. materials, ideas, concepts, analyses, know-how, methods, specifications, software-code or other creations of the Supplier or relevant third party(ies) which have not been developed or acquired for Destinus under or in connection with this Agreement (**Supplier Background IP**). At contract formation, supplier shall specify all background IP in writing. IP not so specified by supplier shall be deemed Foreground IP. Where third-party rights are involved, the Supplier warrants that it holds a sufficient license thereto for the purposes of the contract.

12.2 To the extent Supplier Background IP has been incorporated into goods and/or services, the Supplier shall grant and hereby grants to Destinus a worldwide, perpetual, non-exclusive, fully paid-up, royalty-free, transferable and sub-licensable right to use the Supplier Background IP for purposes of using, modifying, processing, commercialising and otherwise exploiting the Foreground IP.

13. References and marketing

13.1 The Supplier may use Destinus' company name for references or marketing purposes only upon prior written consent by Destinus.

14. Infringement of intellectual property rights

14.1 Supplier shall defend at his own cost and risk against any third-party claims arising from infringement of intellectual property rights. If a third party initiates a lawsuit against the Supplier, the Supplier shall inform Destinus immediately in writing. If the third party raises direct claims against Destinus, the Supplier shall participate in the lawsuit upon Destinus' first request. Supplier undertakes to bear all costs (including damages) accruing to Destinus from the lawsuit and/or its possible settlement outside of court.

14.2 If due to raised claims from intellectual property

rights it is impossible for Destinus to use the goods or services owed under the contract in whole or in part, Supplier has to either change his performance in such a way, that it does not infringe on third party rights and still complies with the contractual specifications, or obtain at its own expense a license from the third party. If neither a licence, a replacement nor an adaptation can be effected with reasonable effort for the Supplier, Destinus may rescind the contract at once and obtain a refund of all Remuneration paid (including interest from the date of termination of the contract, thus waiving interest for the duration of the use of the goods and/or services).

15. Right of withdrawal

15.1 Without prejudice to any other rights or remedies Destinus may have under the P-GTC, the contract or applicable law, Destinus shall be entitled to withdraw from the contract as a whole or in part at any time with immediate effect. Destinus shall notify Supplier of such withdrawal in writing.

15.2 In case of such a withdrawal, the Supplier is entitled to be paid for work demonstrably performed until termination, unless such withdrawal took place due to Supplier's violation of the contract, non-performance or insufficient performance, subject to transfer of the subject matter of the contract to Destinus free of any liens.

16. Force Majeure

16.1 Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached the contract for failure or delay in fulfilling or performing any term of the contract to the extent, and for so long as, such failure or delay is caused by or results from unforeseeable causes beyond the reasonable control of the affected party including but not limited to acts of God, fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts, general labour disputes which are not confined to the work forces of either party, restrictive government or judicial orders, or decrees, inclement weather, epidemic, or pandemic (including mandatory restrictions imposed by competent authorities) (**Force Majeure Event**).

16.2 The party affected in the fulfilment of its obligations under the contract by a Force Majeure Event shall promptly inform the other party in writing of the delay and its cause, as well as its prospective duration.

16.3 If the Force Majeure Event persists for more than six (6) months, the parties shall be entitled to terminate the contract affected by such Force Majeure Event with immediate effect.

17. Compliance

17.1 Supplier shall comply with applicable legal standards, particularly with the competition and antitrust laws, industrial safety provisions, and with the core conventions of the International Labor Organisation, as well as with the provisions against counterfeits or for the protection of the environment and of health.

17.2 Supplier commits himself not to accept financial or other favours, if in return the giving party expects an unjustified advantage or is rewarded. Supplier also commits himself to observe the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions concluded within the OECD on 17 December 1997.

17.3 Supplier shall commit his personnel, subcontractors, sub-suppliers and other third parties enlisted for the fulfilment of the contract to compliance with this section 17.

17.4 The Supplier shall indemnify and hold harmless the Supplier against any and all damages, costs and expenses (including court costs and reasonable attorney fees) resulting from Supplier's violation of this

section 17.

18. Export Control Laws

18.1 Supplier shall keep Destinus informed at all times about national and international export regulations and shall notify Destinus in writing if deliverables are subject to these provisions in whole or in part. The Supplier shall comply with all applicable export regulations and, upon request, shall disclose to Destinus all relevant information for this purpose.

18.2 Unless expressly otherwise agreed in writing, the Supplier takes all measures required to obtain official authorizations or licenses in time needed for the provision of the performances to Destinus and the use of the deliverables by Destinus as provided in the contract or as may be expected in good faith. Failure by the Supplier to obtain the required official authorizations or licenses shall be deemed a defect. Where the parties have to apply for such authorizations or licenses, the parties shall provide each other with appropriate support, particularly for the furnishing of needed information to authorities.

19. Warranty

19.1 Supplier warrants that the subject matter of contract complies with the agreed specifications and legal properties and is suitable for the specified use. Supplier expressly warrants that he is entitled to deliver and/or provide to Destinus the subject matter of contract, and that no legally effective third party rights are opposed to the use of the subject matter of contract by Destinus.

19.2 Destinus expects goods to be of the highest quality, new and unused, of sound materials and workmanship and free from any defects (latent or otherwise) and that services will be performed (i) with a degree of high professional skill, sound practices and good judgment normally exercised by recognized professional firms providing services of a similar nature.

19.3 Unless agreed otherwise in writing, this warranty lapses within two (2) years after acceptance.

19.4 If the goods and services provided by Supplier fail to conform with Supplier's warranties (**Defective Goods or Services**), then, without prejudice to other rights or remedies Destinus may have under the P-GTC, the contract or applicable law, Destinus may, at its discretion, choose one or several of the following remedies:

- require Supplier to re-perform the services or re-deliver the goods free of charge and as soon as is reasonably practicable;
- require Supplier to reduce pro-rata the fee/price allocable to the Defective Goods or Services;
- obtain the goods or services from a third party and require Supplier to reimburse for all reasonable costs and expenses thereby incurred;
- terminate the contract and refuse to accept any further performance of services or delivery of goods under the contract;
- claim compensation from Supplier for all costs, expenses, damages and other losses incurred by Destinus due to the Defective Goods or Services.

20. Investment Protection

20.1 Supplier warrants to Destinus for at least five (5) years after expiry of the warranty period the compatibility of the subject-matter of contract with supplier's developments.

20.2 Supplier warrants to Destinus for at least ten (10) years from acceptance the supply of spare parts.

20.3 If the Supplier can no longer provide these services or have them provided by third parties at the same conditions, Destinus may provide the services itself or have them provided by third parties. In this case, Destinus shall be to access relevant documentation of the

Supplier and use it to the extent required for the continued use of the subject matter of the contract.

21. Confidentiality

21.1 Both parties shall treat in strict confidence any and all information, regardless of its form and type of disclosure (in particular information relating to the contract, be it stored on documents, data files, charts, sketches, plans, e-mails, and any information disclosed orally), which the either party (**Disclosing Party**), directly or indirectly, makes available to the other party (**Receiving Party**) in connection with the contract (**Confidential Information**), with the exception of such information that (i) has become publicly known without the Receiving Party being involved in breach of its obligations or otherwise being responsible for it, (ii) the Receiving Party has created or obtained the itself independently of the disclosure by the Disclosing Party or (iii) the Disclosing Party has explicitly exempt from the confidentiality obligations in the contract in writing.

21.2 During the term of the contract and for a period of five (5) years thereafter, the parties shall:

- (a) keep the Confidential Information confidential, not make it available to third parties and protect it from unauthorized access;
- (b) use the Confidential Information for the performance of their respective obligations under the contract (**Purpose**) only;
- (c) only make available the Confidential Information to its own employees and consultants, if they:
 - (i) require the Confidential Information for the Purpose;
 - (ii) were informed of the confidentiality of the Confidential Information; and
 - (iii) are obliged to keep the Confidential Information confidential;
- (e) promptly inform the Disclosing Party if the Confidential Information becomes known without authorization or is inappropriately used by third parties and take measures in order to prevent further distribution or use of the Confidential Information;
- (f) upon request and at the choice of the Disclosing Party, but promptly upon termination of this Agreement at the latest, (i) return the Confidential Information to the Disclosing Party or (ii) destroy or delete it and confirm this in writing to the Disclosing Party, it being understood that the Receiving Party may retain copies of the Confidential Information to the extent such retention is required by law or by an order of a court, an authority or a regulator.

If the Receiving Party is obliged to disclose Confidential Information by law or by order of a court, an authority or a regulator, the following shall apply:

- (g) The disclosure shall be limited to the necessary extent.
- (h) The Receiving Party shall inform the Company to the extent permitted prior to the disclosure and, in coordination with the Disclosing Party, take all available and required legal measures in order to guarantee that Confidential Information is kept confidential to the greatest extent possible.

22. Data Protection

22.1 The parties shall process personal data of the respective other party only in accordance with the applicable data protection laws.

23. Amendments to the P-GTC

23.1 Destinus reserves the right to amend the P-GTC at any time. Destinus will inform the Supplier in advance of any changes to the P-GTC in a suitable manner (e.g. in writing or by e-mail). If the changes are disadvantageous to the Supplier, Destinus shall inform the Supplier

in good time in advance and the Supplier shall be entitled to decline the amendment up to the date on which the amendment is envisaged to enter into force. If the Supplier declines the amendment, Destinus shall be entitled to terminate and/or rescind the contract, as appropriate.

24. Languages

24.1 The language of contracts between the parties shall be English. In case additional languages are used, the English version shall prevail.

25. Governing Law and Jurisdiction

25.1 Contractual relations between the parties shall in all respects be governed by, and construed in accordance with, the substantive laws of Switzerland, to the exclusion of conflict of law principles and the UN Convention on the International Sale of Goods (CISG).

25.2 Any disputes between the parties arising out of or in connection with the contract are to be exclusively resolved by the competent courts of the Lausanne, Canton de Vaud, Switzerland.

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