

## IGP Pulvertechnik AG - Standard Terms and Conditions of Purchase

### 1. General provisions

All orders placed by IGP Pulvertechnik AG, Wil, Switzerland, ("Purchaser" or "we") shall be subject exclusively to these Standard Terms and Conditions of Purchase ("T&C").

These T&C shall apply to all - including future - purchase contracts, contracts for work, and contracts for services entered into by the Purchaser and their execution by the supplier ("Supplier"), even if not expressly referred to in the order. By accepting an order or engagement, as the case may be, the Supplier agrees to the validity of the T&C as amended from time to time.

Any deviations from these Standard Terms and Conditions of Purchase - including but not limited to the applicability of the Supplier's standard terms and conditions of sale - shall be subject to our express written confirmation. This shall in particular also apply in cases where we unconditionally accept the Supplier's deliveries and/or make payments without any objection despite our knowledge of the Supplier's terms and conditions that contradict ours or deviate from our T&C.

### 2. Orders

All offers and cost estimates of the Supplier shall be submitted to us free of charge and are not binding on us. Offers submitted by Suppliers shall be binding on the Supplier for at least 12 weeks from the date of receipt by us.

Acceptance of offers and orders shall be binding only if made in writing. Written form also includes fax and email in this Clause 2. Agreements, supplements, and amendments made orally or by telephone must be confirmed in writing by us in order to be valid. Any deviation from our order conditions, including reservations as to prices and exchange rates, are valid only if we have agreed to them in writing. Delivery clauses shall be interpreted in accordance with INCOTERMS 2020, as amended from time to time, unless otherwise agreed in writing.

Our order must be confirmed in writing within three days. Failure to do so shall be deemed acceptance of our order on the terms and conditions set forth therein. Subcontracting of our orders in whole or in part to third parties is not permitted without our written consent. If consent is granted, the Supplier shall be liable for its subcontractors as for its own conduct. Any additional expenses resulting from the non-compliance with our instructions or from faulty deliveries shall be borne by the Supplier.

### 3. Shipment/delivery

The goods must be checked to verify conformity with our order in terms of quality and quantity prior to their shipment. Upon the Purchaser's request, such verification must be confirmed by a product certificate and/or analysis certificate. The original copies thereof must be sent to the email address specified by us within two business days at the latest. If the required accompanying documents fail to accompany a delivery, the goods shall be stored for the account and at the risk of the Supplier until their arrival. We are not obligated to accept partial and advance deliveries without our express prior consent.

The delivery dates agreed in the order are binding. The Supplier is fully liable for damages resulting from late delivery. If delivery dates are exceeded, the Supplier shall be in default automatically and without further notice, and we shall be specifically entitled to set a grace period and, after this period has unsuccessfully lapsed, to insist on performance or to cancel the entire order at no cost to us, while the Supplier shall refund any payments already received by it and compensate us for any damage resulting from the cancellation of the contract. Damages must be compensated unless the Supplier proves that it is not at fault. Any threatened delay in delivery must be communicated to us immediately together with a statement of the reasons and the expected duration of the delay.

### 4. Transportation

Unless expressly provided otherwise in writing, benefit and risk shall be transferred after arrival of the delivery at the destination/place of performance agreed upon, or, if acceptance is necessary at that point, after acceptance. Unless expressly agreed otherwise, all shipments shall be DDP Incoterms 2020. Shipments of hazardous goods must be packaged, labeled, and declared in accordance with the relevant statutory provisions for the respective means of transport. The Supplier shall strictly comply with our special instructions regarding packaging and carriage in accordance with the order. In the event of non-compliance with these obligations, the Supplier shall be fully liable for any resulting costs and damages and shall indemnify us in full in the event of a claim.

### 5. Packaging

The Supplier shall be liable for damage during transport as a result of inadequate measures in respect of shipping or transport. We reserve the right to return packaging material and/or to dispose of it properly and to demand a respective credit from the Supplier.

### 6. Notices of defect

The deliveries shall be inspected by us or our representative or customer for externally visible defects within the shortest possible period of time and, if possible, before any further processing, while notices of defects may be given during the entire warranty period irrespective of the time of inspection. Payments made and acceptances granted, if any, shall not be deemed to constitute a waiver of notices of defect.

### 7. Warranty

The goods/services to be delivered by the Supplier must be consistent with the order as regards their composition/specification, form and content, and comply with the regulations and commercial customs applicable in the countries of sale specified in the order. Upon request, we will provide the Supplier with all requested and necessary information in this regard. The Supplier fully guarantees the quality, performance, and suitability for the intended use of all deliveries for a period of two years after delivery at the destination, or, if later, after delivery to us or our customer. An earlier expiry date of a product shall remain reserved.

The Supplier shall refrain from making any changes to the composition/specification or manufacturing process of the ordered products from the time of the final order until delivery. Furthermore, the Supplier must draw attention to any such changes in writing at the latest prior to confirmation of the next order. During the entire warranty period, we are entitled in particular to demand replacement or rectification of defects. In urgent cases, we shall have the right to remedy the defect at the Supplier's expense or to procure replacement from a third party without setting another deadline. The same warranty period shall start to run again for all deliveries under warranty.

If a claim is made against us by an injured party on the grounds of product liability or based on any other grounds, and if the cause in question lies within the Supplier's sphere of control and organization, the Supplier shall indemnify us in full against liability towards the injured party. The Supplier is obligated to take out appropriate insurance against product liability and must provide us with proof of such insurance at any time upon first request. The Supplier and the Purchaser shall inform each other without undue delay of any batch recalls and complaints in connection with the products and/or their raw materials and/or their packaging material where the other party's area of responsibility is affected.

### 8. Prices, invoice, and payment

The prices stated in the order are fixed prices. In the absence of any written agreement to the contrary, the agreed price shall include delivery in accordance with the agreed shipping method, packaging, and all ancillary costs (including customs duty and VAT).

Invoices must bear the order number specified in our order and the name of the person placing the order. For partial deliveries or call-offs, the applicable item numbers of our order must be specified.

Payments shall be made in the currency specified in the order and within the agreed payment term. If no payment term is agreed upon, the payment term shall be 45 days, or, if payment is made within 15 days, a deduction of 2% shall apply. If requested material tests or Q-documents are delivered late, we reserve the right to extend the agreed payment term accordingly.

Our payment shall be deemed to have been made on the value date on which our bank account is debited.

### 9. Brands / advertising / confidentiality, etc.

We shall be entitled to use trademarks/logos/identifiers and other data which are affixed to or contained in the delivered products or their original packaging as well as on the advertising material delivered by the Supplier for additional advertising purposes. If requested, the Supplier shall provide us with information, samples, and advertising material for the products to be delivered free of charge.

We shall retain the copyright to all documents, such as plans, sketches, calculations handed over to the Supplier prior to or after entering into the contract. The Supplier shall use such documents exclusively for the purpose of executing our order. The Supplier shall not be entitled, without our prior written consent, to manufacture products for third parties on the basis of such documents or to copy, reproduce, or in any way bring such documents to the attention of third parties who have not been directly commissioned by the Supplier to perform the order or parts thereof. Publications for advertising purposes that mention the Purchaser are allowed only with our written consent.

The Supplier agrees to treat the content of the business relationship as well as all documents made available in the course of the contract negotiations as confidential.

### 10. Miscellaneous

Should this agreement be or become invalid in whole or in part, the remainder hereof shall not be affected thereby. The parties undertake to replace a provision by a valid provision which most closely approximates the economic purpose of the invalid one. The same shall apply in the event of a contractual omission.

Any delay or (partial) failure by a party to exercise any of its rights shall not be deemed to constitute a waiver or estoppel with respect to these rights.

The supplier agrees to take all necessary measures to avoid corruption and violations of anti-trust law. In the event of non-compliance with this obligation, the Supplier shall be obligated to pay the Purchaser a contractual penalty in the amount of 50% of the total remuneration per violation, but not less than CHF 30,000.00. The Supplier acknowledges that a violation will generally result in the early termination of the contract for cause (rescission) by the Purchaser.

Swiss law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sales of Goods of April 11, 1980 ("Vienna Sales Convention").

Our registered office in Wil, Switzerland, shall be the place of performance for all obligations unless agreed otherwise in writing. The Supplier with domicile abroad acknowledges our registered office in Wil as the place of debt collection. The courts having jurisdiction for our registered office in Wil, Switzerland, shall always, but not exclusively, be the competent courts for any disputes arising from this contract, unless the parties have expressly agreed to arbitration in writing. We shall remain entitled to collect debts from, or sue, the Supplier at any other place provided by law.

9500 Wil, Switzerland, February 2021