

GENERAL TERMS AND CONDITIONS FOR SUPPLIER

1. GENERAL

1.1. The terms and conditions of purchase set out herein shall apply to all contracts for the procurement and supply of goods ("the Goods") and services ("the Services") by the Supplier ("the Supplier") to PLATIT AG ("PLATIT"), where the contract has arisen from a purchase order ("Purchase Order") issued by PLATIT and accepted by the Supplier, including any such Purchase Order issued by PLATIT in response to a quotation from the Supplier.

1.2. These Terms and Conditions are concluded between the Supplier and PLATIT (hereinafter referred to as the "Agreement").

1.3. PLATIT and the Supplier shall collectively be referred to as "the Parties" and "Party" shall refer to any one of them.

1.4. This Agreement shall be governed by the laws of Switzerland.

1.5. PLATIT commits to act according to its Code of Conduct that can be accessed on our homepage:

https://www.platit.com/media/filer/2023/20231113_code_of_conduct.pdf. Suppliers and service partners commit to comply with PLATIT's Code of Conduct.

2. AGREEMENT

2.1. The Agreement may only be amended by means of ascending numbered written amendments signed by PLATIT and the Supplier, unless otherwise specified in this Agreement.

2.2. However, if the parties have concluded and signed a framework agreement for the supply of goods and services, such agreements shall prevail over these Terms and Conditions. The contract may be terminated by means of a bilateral agreement signed by PLATIT and the Supplier.

2.3. PLATIT shall be entitled to cancel the Agreement and/or any Purchase Order forthwith if:

- a) the supplier is under execution, bankrupt, threatened with bankruptcy, is trying to reach an amicable settlement with its creditors, has had a petition for enforcement filed against it, or is either provisionally or finally liquidated, or
- b) the Supplier commits a breach of the Agreement which cannot be rectified, or
- c) during the course of supplying the Goods and / or the Services, the Supplier contravenes the provisions of any applicable law, or

2.4. The termination of the Agreement does not and shall not affect the provisions of the Agreement relating to licenses, warranties, claims for liability for defects, damages and claims for contractual penalties if they arose prior to termination of the Agreement, nor any other provisions and claims, the nature of which implies that they are to survive termination of the Agreement.

2.5. All rights and obligations under the contract shall, unless the nature of such rights and obligations so excludes, pass to the successors in title of the parties.

2.6. The Supplier is not entitled to assign claims against PLATIT to a third party without the prior written consent of PLATIT.

2.7. The Supplier hereby agrees that PLATIT is entitled to set off any of its claims against the Supplier.

3. PURCHASE ORDERS

3.1. Orders will be system-generated and sent by PLATIT via e-mail, specifying the goods ordered, details of the services to be provided (including the scope and level of services) and confirmation of the pre-agreed price, lead time and any other terms agreed under the additional framework agreement for the supply of goods and services.

3.2. If there is any discrepancy in the Supplier's quantity or reference in the Purchase Order, the Supplier shall promptly refer the matter to PLATIT for determination before proceeding to execute the Purchase Order.

3.3. If the Supplier does not object, the order shall in any event be deemed to have been accepted by the Supplier.

3.4. PLATIT may cancel orders at any time provided that PLATIT reimburses the Supplier for costs reasonably incurred up to the date of cancellation. The Supplier shall use all reasonable and practical efforts to mitigate its losses in this respect.

4. PRICE AND PAYMENT

4.1. The price for the Goods and/or Services (the "Price") shall be the price stated in the Order and shall be paid to the Supplier in the amount and currency stated in the Order. Unless otherwise expressly stated in the Purchase Order:

- a) the price shall include packing, freight and duty, excluding VAT. Price adjustments due to changes in raw material prices are permissible if defined in the relevant order.
- b) VAT, sales taxes and shipping costs must be stated separately on the invoice.
- c) No additional charges of any nature shall be recoverable from PLATIT unless the Supplier obtains PLATIT's written consent to such additional charges prior to the execution of the order.
- d) No invoice shall be binding on PLATIT unless supported by a valid purchase order issued by PLATIT.

4.2. Payment shall be made to an account designated in writing by the Supplier in accordance with the payment terms agreed in advance.

4.3. Unless otherwise agreed, the purchase price must be paid within 60 days after receipt of the goods.

4.4. Any price increase must be notified by the Supplier at least 90 days prior to its implementation and agreed in writing by PLATIT.

4.5. The Supplier undertakes to keep any price increases for its products or services within a reasonable market context and shall provide a detailed cost analysis of such increases upon request.

5. PACKAGING

5.1. The Supplier is responsible for suitable and adequate packaging to protect the goods from damage, including corrosion, during transit. If special packaging is agreed, PLATIT's instructions must be followed. The Supplier is liable for damages caused by improper

packaging and/or malfunction.

5.2. If special care is required when unpacking the goods, the Supplier shall inform PLATIT in good time. In particular, suitable and clearly visible warning notices must be placed on the packaging. In the event of a breach of this obligation, the Supplier shall be liable for any damage caused by improper unpacking of the goods.

6. DELIVERY AND RELATED APPLICABLE LAW

6.1. The Supplier warrants that it shall comply with all applicable laws, regulations and rules in the performance of the scope of supply and shall provide all documents required for export from the place of manufacture and import to the place of end use such as, but not limited to, certificates of origin, export licenses, bills of material, etc.

6.2. Supplier hereby represents and warrants that it has complied and will comply with the requirements of all applicable export laws and regulations, including, but not limited to, the U.S. Export Administration Regulations and the International Traffic in Arms Regulations. These requirements include, but are not limited to, obtaining all required permits or licenses for the export or re-export of any controlled item, product, article, commodity, software or technology. Without limiting the generality of the foregoing, Supplier hereby represents and warrants that it has not been and is not currently debarred, suspended, or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing, or otherwise acquiring any item, product, article, commodity, software, or technology regulated by any agency of the United States or any other government. Supplier agrees to indemnify PLATIT for any costs, penalties or other damages caused by or related to any breach of the warranties set forth in this provision.

6.3. The delivery date shall be deemed to have been met if:

- a) in the case of EX WORKS deliveries, the readiness for shipment of the purchased goods including all required documents has been notified to PLATIT before the expiry of the delivery period,
- b) in all other cases, the purchased goods including all required documents have been delivered to the destination and/or the performance of the services has been accepted before the expiry of the delivery period.

6.4. Delays in delivery must be notified without delay, stating the reasons for and the expected duration of the delay, regardless of whether all or part of the purchased goods are involved. The Supplier shall inform PLATIT of the possibility of partial deliveries until the delivery is completed.

6.5. Partial deliveries and/or deliveries made before the agreed delivery date are not permissible without the prior written consent of PLATIT.

6.6. Each delivery must include a detailed delivery note containing the details from PLATIT and in particular the order number. Each packaging unit must be marked with PLATIT's details. In the case of deliveries from

a third country, the information necessary for smooth customs clearance must be provided.

6.7. Unless otherwise agreed, deliveries shall be made under DDP (Delivered Duty Paid) delivery terms.

7. OWNERSHIP OF THE GOODS

7.1. If not otherwise agreed, the ownership of the Goods, esp. its transition from the Supplier to PLATIT, is defined by the agreed Incoterms.

7.2. The Supplier warrants that the Goods shall (unless otherwise stated in the Purchase Order) be new, of agreed quality and description, in working order, fit for their intended purpose and free from defects in materials, workmanship and design.

7.3. The Supplier is responsible for the inspection of the Goods before shipment to ensure that they comply in terms of quality and quantity with the Purchase Order or any other agreed terms. If required by PLATIT, the Supplier shall supply a certificate confirming the quality of the Goods delivered according to the agreed specifications.

7.4. PLATIT is not obliged to inspect the product for defects in order to maintain the ordering party's warranty claims.

7.5. The Supplier warrants that he shall exercise the highest degree of skill, care and diligence which could reasonably be expected from a skilled and experienced vendor complying with all applicable laws.

8. WARRANTY

8.1. In the event of a defect or nonconformity, PLATIT shall notify the Supplier in writing via email, providing a detailed description of the issue and, if available, accompanying photographs. Such notification shall be sent without undue delay upon discovery of the defect or nonconformity.

8.2. The Supplier shall acknowledge the receipt of the notification during working days within 24 hours from the time of receipt. PLATIT has the right to choose from the following defect solutions based on the supplier's liability:

- a) solution by remedying the defect,
- b) solution through a reasonable discount on the price of the goods and services,
- c) withdrawal from the contract and refund,
- d) replacement of the goods or re-provision of the service.

8.3. PLATIT reserves the right to withhold all payments to the supplier until the complaint has been properly resolved.

8.4. The Supplier undertakes to provide repairs and spare parts for a period of 10 years from the delivery of its goods. In accordance with clause 4.4 of these terms and conditions, any price increase for repairs or spare parts for the goods supplied must also be notified by the Supplier at least 90 days prior to its introduction and agreed in writing by PLATIT. If PLATIT does not approve the price increase, all repairs of goods and supply of spare parts shall continue to be carried out at the original prices. However, in the event that PLATIT does not agree to the price increase for repairs and spare parts for the goods supplied no later than the date of implementation of the price increase, the Supplier shall be entitled to withdraw from the Contract with 3 months' notice in accordance with Article 2.4 of these Terms and Conditions. The period of notice

shall commence on the first day of the calendar month following delivery of the notice to PLATIT.

8.5. The Supplier shall, in accordance with clause 4.5 of these Terms and Conditions, even in the case of repairs to the Supplied Goods and the supply of spare parts for the Supplied Goods, keep any price increases within a reasonable market context and shall provide a detailed cost analysis of such increases upon request.

9. PRIVACY, DATA PROTECTION AND INTELLECTUAL PROPERTY

9.1. The Supplier shall, throughout the performance of its obligations under this Agreement, ensure that:

a) no data collected from any person during the supply of the Goods/Services is sold, disclosed, commercially exploited or used in any way other than as expressly authorized by PLATIT,

b) the Supplier has processed the data only for the express purpose for which it was collected and in accordance with applicable law.

9.2. All Intellectual Property owned, developed or acquired by either party prior to the effective date of this Agreement shall remain the exclusive property of the party that is the legal owner thereof and all rights of the parties under this Agreement shall be subject to the intellectual property rights of the other party.

9.3. Supplier agrees to treat PLATIT's operations, business and financial affairs as strictly confidential and not to disclose any information relating thereto to any third party, agent or employee without PLATIT's prior written consent, except as required by law.

9.4. The Supplier shall not subcontract all or substantially all of the work on any goods or services to be supplied under the Purchase Order without the prior written consent of PLATIT and shall, upon request, provide PLATIT with a list containing all subcontractors. The Supplier shall provide all necessary information to subcontractors so that all purchase requirements are met, including key features, if required. This provision does not apply to purchases of standard commercial products, nationally advertised products or raw materials. The Supplier shall also ensure that the agreed data protection is adhered to by any subcontractor involved.

10. FORCE MAJEURE

10.1. "Force Majeure Event" means an event that prevents or delays a Party from being able to perform an obligation other than the payment of money under this Agreement, where such event would constitute force majeure, such as wars, insurrections, strikes, governmental actions or controls, water restrictions or other causes beyond the control of a Party.

10.2. Should any Party be prevented by reason of Force Majeure from performing its obligations in terms hereof, then such failure shall not be regarded as a breach of its obligations in terms hereof provided that:

a) the Party hereto subject to Force Majeure shall give prompt notice to the other Party hereto of the nature and estimated duration of the Force Majeure concerned,

b) the Parties hereto shall co-operate and

collaborate and use all reasonable efforts to overcome the Force Majeure concerned and/or nullify its effect and,

c) any suspension of performance within the provisions of the above shall be limited to the period during which such inability exists, and the period of this Agreement shall be interrupted by the period of such suspension.

10.3. If the aforementioned inability substantially or permanently prevents the continued performance by either Party of its obligations in terms of this Agreement for a period exceeding fourteen (14) consecutive days, then either Party shall be entitled, by giving notice in writing, to terminate this Agreement in respect of any of its obligations still to be performed hereunder.

11. FINAL PROVISIONS

11.1. If any provision of these Terms and Conditions is at any time held to be invalid, ineffective or unenforceable, then the remaining provisions shall not be affected by the invalidity, ineffectiveness or unenforceability of any other provision and shall remain valid, effective and enforceable to the fullest extent permitted by law. The Parties hereby undertake to replace the invalid, ineffective or unenforceable provisions without undue delay at the request of either Party with new provisions that are as close in meaning as possible to the provisions being replaced.

11.2. The Supplier undertakes to provide, at its own expense, insurance for all goods it sends to PLATIT. If the goods in transit are insured according to the terms of the carrier only up to a certain amount and should goods of a higher value be transported, the Supplier is obliged to provide additional insurance.

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