

General purchasing conditions

1. Scope

- a) These General Terms and Conditions of Purchase („Terms and Conditions of Purchase“) shall apply to all business relations with business partners and suppliers of Visolva („Supplier“) with regard to the delivery of movable goods („goods“ or „product(s)“) and/or services, irrespective of whether Supplier performs the service itself or purchases it from suppliers.
- b) The Terms and Conditions of Purchase shall apply in their respective version as a framework agreement also to future contracts for the sale and/or delivery of movable goods and/or services with the same supplier. The current version of the Terms and Conditions of Purchase is available at www.visolva.com.
- c) These Terms and Conditions of Purchase shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of Supplier shall only become part of the contract if and to the extent that Visolva has expressly agreed to their application in writing. This requirement of consent shall apply in any case, for example even if Visolva accepts Supplier's deliveries without reservation in the knowledge of Supplier's general terms and conditions.
- d) Individual agreements made with Supplier in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these Terms and Conditions of Purchase. However, a written contract or the written confirmation of Visolva shall be decisive for the content of such agreements.
- e) Legally relevant declarations and notifications to be made by Supplier to Visolva after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must be made in writing in order to be effective.
- f) References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

2. Conclusion of contract

- a) An order placed by Visolva shall be deemed binding at the earliest upon written submission or confirmation. Deliveries for which no written orders have been received shall not be recognized. The written order or confirmation shall be deemed equivalent to the order in the EDI procedure or comparable digital ordering systems. Visolva's silence in response to offers, requests or other declarations by Supplier shall only be deemed to constitute consent if this has been expressly agreed in writing. Supplier shall immediately notify Visolva of any obvious errors (e.g. spelling and calculation errors) and/or incomplete orders or missing order documents for the purpose of correction or completion; otherwise the contract shall be deemed not to have been concluded.
- b) Provided that no change of the order with regard to quantity, price or delivery date should be required on the part of Supplier, Visolva shall in principle waive the transmission of a written order confirmation. However, upon Visolva's express request, Supplier shall confirm the order in writing within a period of one (1) week or execute it without delay and without reservation.
- c) An amended or delayed acceptance shall be deemed a new offer and shall always require acceptance by Visolva. The same shall apply to an acceptance subject to extensions, restrictions or other changes.
- d) Offers, drafts, samples and specimens of Supplier shall be free of charge for Visolva. Upon Visolva's request, they shall be taken back by Supplier without delay and at its own expense.

3. Delivery time and delay in delivery

- a) The delivery time specified by Visolva in the order shall be binding. Supplier shall notify Visolva in writing without undue delay, stating the reasons and the expected delay, if it is foreseeable that agreed delivery times cannot be met. Partial deliveries or deliveries may only be made before the agreed delivery time with the prior written consent of Visolva.

- b) If Supplier does not provide its performance or does not provide it within the agreed delivery period or if Supplier is in default, Visolva's rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions.
- c) Visolva's claim for delivery shall only be excluded if Supplier, upon Visolva's request, pays full damages instead of delivery. Acceptance of the delayed delivery shall not constitute a waiver of claims for damages or the contractual penalty.

4. Delivery, Transfer of Risk, Default of Acceptance, Packaging

- a) Unless otherwise agreed in the individual case, deliveries shall be made „free domicile“ (DDP place of destination in accordance with INCOTERMS 2020) to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to Visolva's place of business in 9425 Thal, Switzerland. The respective place of destination shall also be the place of performance (obligation to deliver).
- b) The risk of accidental loss and accidental deterioration of the item shall pass to Visolva upon handover at the place of performance. Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk.
- c) The statutory provisions shall apply to the occurrence of Visolva's default in acceptance. However, Supplier must expressly offer its performance to Visolva even if a specific or determinable calendar time has been agreed for an action or cooperation of Visolva. If Visolva is in default of acceptance, Supplier may demand compensation for its additional expenses in accordance with the statutory provisions.
- d) Drawings and documents, in particular those required for the installation, operation, maintenance or repair of the delivery item, shall be provided by the supplier free of charge in good time and without being requested, at the latest with the delivery of the delivery item.

5. Information obligations, subcontractors

- a) Supplier shall inform Visolva in good time by written notice of any changes in manufacturing processes, changes in materials or supplier parts for products or services, relocations of manufacturing sites, furthermore before changes in procedures or equipment for testing the parts or in other quality assurance measures. Visolva shall be entitled to verify whether the changes may have an adverse effect on the product. Upon request, Supplier shall provide the necessary documents for this purpose and enable audits to a reasonable extent.
- b) Visolva shall be notified in writing of the use of subcontractors, freelancers, sub-suppliers and other third parties (collectively „Appointees“) who are not employees of Supplier in connection with the performance of services owed to Visolva. Supplier shall contractually ensure in relation to the Appointee that all services are performed completely and properly, that the proper performance of services can be comprehensively controlled by Visolva by means of appropriate documentation as well as regular audits and that the obligations arising from the contractual relationship with Visolva also apply in relation to the Appointee.
- c) Agents shall be deemed to be vicarious agents of Supplier. Failures, delays, malfunctions, poor performance or other defects in the deliveries and services of the agents, irrespective of the reason for such failures, shall not release Supplier from its performance obligation under the contract concluded with Visolva.
- d) If Supplier or an agent is to perform services on Visolva's premises, Supplier shall ensure that the contractor agreement submitted by Visolva prior to the performance of the services is signed and that both this contractor agreement and the other provisions of the plant regulations are fully observed by the respective persons.

6. Prices, invoices, terms of payment, set-off and retention

- a) The price stated in the order is binding. All prices are exclusive of the statutory value added tax, even if this is not shown separately. This shall also apply to any ancillary services to be provided by the supplier.

- b) Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the supplier as well as all ancillary costs (e.g. proper packaging, customs, import duties, transport costs including any transport and liability insurance).
- c) Invoices shall be sent in duplicate to Visolva separately for each order, stating the invoice number, order number, quantity, price and other allocation features (in particular Visolva article number) in the original. The invoices shall be sent separately from the delivery of goods. In the case of deliveries from areas outside the customs territory of the EU, a copy of the invoice or a pro forma invoice must be enclosed with the delivery of goods.
- d) Payments shall be made in accordance with the individually agreed payment terms. In the case of bank transfer, payment shall be deemed to have been made in due time if Visolva's bank receives Visolva's transfer order before the expiry of the payment deadline; Visolva shall not be responsible for any delays caused by the banks involved in the payment process. Payment shall be made subject to invoice verification.
- e) Visolva shall not owe any interest on arrears. The interest on arrears shall amount to five (5) percentage points per annum above the base interest rate. The statutory provisions shall apply to the occurrence of default by Visolva. In any case, however, a written reminder by Supplier shall be required.
- f) Visolva shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. Visolva shall in particular be entitled to withhold due payments as long as Visolva is still entitled to claims from incomplete or defective performances against Supplier.
- g) The supplier shall only have a right of set-off or retention on the basis of counterclaims that have been legally established or are undisputed.

7. Retention of title and provision of materials

- a) The transfer of ownership shall take place unconditionally and without regard to the payment of the price upon handover of the goods to Visolva. If, however, Visolva accepts in an individual case an offer of Supplier to transfer title conditional on the payment of the purchase price, Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. Any extended or expanded retention of title by Supplier shall be excluded.

8. Confidentiality, documents and reference

- a) All business or technical information made accessible by Visolva shall be kept secret from third parties as long as and to the extent that it is not demonstrably publicly known. This information may only be made available in Supplier's own business to those persons who require this information for the purpose of the delivery to Visolva and who have also been obligated to maintain secrecy to the same extent.
- b) Visolva reserves the property rights and copyrights to all documents and aids provided to Supplier by Visolva for the execution of an order, such as, in particular, drawings, illustrations, drafts, calculations, descriptions, plans, models, samples, technical specifications, data carriers, other documents, tools, parts and materials. Such documents and aids are to be used exclusively for the contractual performance. Products which are manufactured according to documents and aids of Visolva may neither be used by Supplier itself nor offered or delivered to third parties. Confidential information which Visolva has handed over to Supplier shall be returned or destroyed after the end of the activity. This obligation shall not apply to routinely made backup copies of electronic data traffic. This obligation shall further not apply to Confidential Information and copies thereof that Supplier is required to retain under applicable law.
- c) Technical documents, documents, drawings, diagrams, schematics, graphics, photographs, layout templates and other documentation produced by Supplier within the scope of the execution of the order - whether on data carriers, in printed form or as material for print preparation or printing - as well as all samples, tools, materials and other operating resources shall become the property of Visolva upon being made available. Furthermore, Visolva shall receive all property rights, rights of use and exploitation rights to all aforementioned copyrightable works - to the extent permitted by law. No separate

remuneration is owed by Visolva for the transfer of the aforementioned rights; it is fully included in the prices stated in the orders.

- d) Without prior express written consent, Supplier is prohibited from referencing Visolva or the business relationship between Supplier and Visolva in any way.

9. Defective delivery

- a) The statutory provisions shall apply to Visolva's rights in case of material defects and defects of title of the goods and in case of other breaches of duty by Supplier, unless otherwise provided below.
- b) In accordance with the statutory provisions, Supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of the transfer of risk to Visolva. In any case, those product descriptions which - in particular by designation or reference in Visolva's order - are the subject matter of the respective contract shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from Visolva or from Supplier.
- c) In deviation from legal regulations, Visolva shall also be entitled without restriction to claims for defects if the defect remained unknown at the time of the conclusion of the contract as a result of gross negligence.
- d) The statutory provisions shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Visolva's duty to inspect shall be limited to defects which are openly recognizable during the incoming goods inspection by Visolva under external examination including the delivery documents as well as during the quality control by Visolva in the random sampling procedure (e.g. transport damage, wrong and short delivery). Insofar as an acceptance has been agreed, there shall be no obligation to inspect. In all other respects it shall depend on the extent to which an inspection is feasible in the ordinary course of business taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later shall remain unaffected. In all cases, Visolva's complaint (notice of defect) shall be deemed to have been made without undue delay and in due time if it is received by Supplier within 10 calendar days.
- e) The costs incurred by Supplier for the purpose of inspection and rectification shall be borne by Supplier even if it turns out that there was actually no defect. Visolva's liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected. In this respect, however, Visolva shall only be liable if Visolva has recognized or negligently failed to recognize that there was no defect.
- f) If Supplier fails to meet its obligation of subsequent performance - at Visolva's option either by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery) - within a reasonable period of time set by Visolva, Visolva may remedy the defect itself and demand reimbursement of the expenses required for this purpose or a corresponding advance payment from Supplier. If the subsequent performance by Supplier has failed or is unreasonable for Visolva (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; Visolva shall inform Supplier of such circumstances without undue delay, if possible in advance.
- g) If the Supplier fulfills its obligation of subsequent performance by means of a replacement delivery, the limitation period shall start anew for the goods delivered as replacement after their delivery, unless the Supplier has expressly and appropriately reserved the right at the time of subsequent performance to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.
- h) Otherwise, Visolva shall be entitled to reduce the purchase price or to withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition, Visolva shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

10. Exclusivity

- a) If products marked with the Visolva brand or with a third-party brand commissioned by Visolva (customer-specific private label) are legitimately returned by Visolva or are not accepted by Visolva, Supplier shall

destroy these products and may not resell them to third parties or otherwise put them into circulation.

- b) For each individual culpable breach of the obligation under paragraph 1, the supplier shall be obliged to pay a contractual penalty. The contractual penalty for violations of paragraph 1 shall amount to twice the value of the goods concerned, but at least EUR 15,000.
- c) The further assertion of claims for damages, in particular on the basis of statutory claims of Visolva, shall remain unaffected by this provision.

11. Supplier recourse

- a) Visolva shall be entitled to the legally determined recourse claims of Visolva within a supply chain without limitation in addition to the claims for defects. Visolva shall in particular be entitled to demand from Supplier exactly the type of subsequent performance (repair or replacement) which Visolva owes to its customer in the individual case. Visolva's statutory right to choose shall not be restricted hereby.
- b) Before Visolva recognizes or fulfills a claim for defects asserted by its customer Visolva shall notify Supplier and request it to submit a written statement setting out briefly the facts of the case. If the statement is not made within a reasonable period of time and if no amicable solution is brought about, the claim for defects actually granted by Visolva shall be deemed to be owed to its customer; in this case Supplier shall be obliged to prove the contrary.

12. Product liability and insurance obligation

- a) In the event that Visolva is held liable on the basis of product liability, Supplier shall be obliged to indemnify Visolva against such claims insofar as the damage has been caused by a defect in the goods delivered by Supplier. In cases of fault-based liability, however, this shall only apply if Supplier is at fault. Insofar as the cause of the damage lies within the supplier's sphere of responsibility, he must prove that he is not at fault.
- b) Within the scope of its indemnification obligation, Supplier shall bear all costs and expenses arising from or in connection with a third party claim including recall actions carried out by Visolva. Prior to a recall action, Visolva shall inform Supplier, enable it to participate sufficiently and exchange information with it on an efficient implementation; this shall not be necessary insofar as the information or participation of Supplier is not possible due to special urgency.
- c) Furthermore, Supplier shall also be liable for damages incurred by Visolva as a result of reasonable precautionary measures taken to protect against a claim arising from non-contractual liability which are significantly attributable to Supplier (e.g. public advertising measures).
- d) Further legal claims remain unaffected.
- e) During the contractual relationship with Visolva, Supplier shall always maintain sufficient product liability insurance at its own expense. Upon request, Supplier shall provide Visolva with evidence of the conclusion and the existence of the product liability insurance.

13. Statute of limitations

- a) Unless otherwise provided for in the following provisions of this clause, claims shall become statute-barred in accordance with the statutory provisions.
- b) Notwithstanding legal regulation the general limitation period for claims based on defects shall be 3 years from the transfer of risk. The 3-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of goods shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against Visolva.
- c) The limitation periods of the law on sales including the aforementioned extension shall apply - to the statutory extent - to all contractual claims for defects. Insofar as Visolva is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply for this unless the application of the limitation periods of the law on sales leads to a longer limitation period in the individual case.

14. Export control and customs

- a) Supplier is obligated to inform Visolva in writing as early as possible prior to the delivery date of any licensing requirements for its goods under the respective applicable German, European (EU), U.S. export, customs and foreign trade law as well as under the export, customs and foreign trade law of the country of origin of its goods. For this purpose, the supplier shall provide the following information and data:
 - i. the export list number according to Annex AL of the German Foreign Trade and Payments Regulation or comparable list items of relevant export lists;
 - ii. the „Export Control Classification Number“ according to the „U.S. Commerce Control List“ (ECCN), if the goods are subject to the „U.S. Export Administration Regulations“ (EAR);
 - iii. the commodity code (HS/CN code);
 - iv. the country of origin (commercial/non-preferential origin), key for origin indicators: D = third country / E = EU / F = EFTA
 - v. (Long-term) supplier declarations on preferential origin (for EU suppliers) or certificates on preferences (for non-EU suppliers)
- b) all other information and data required by Visolva in case of export and import as well as in case of further distribution in case of re-export of the goods. Supplier shall immediately inform Visolva in writing of any changes to the above information and data.
- c) If Supplier violates its obligations pursuant to paragraph 1, it shall bear all expenses and damages as well as other disadvantages (e.g. additional demands for foreign import duties, fines) which Visolva incurs as a result. This shall not apply if Supplier is not responsible for the breach of duty.

15. Rule conformity

- a) The Supplier is obliged to comply with the recognized rules of technology (in particular DIN standards, VDE regulations, VDI guidelines, DVGW rules and regulations) and the statutory provisions on product safety (in particular the Product Safety Act), the internationally applicable minimum standards under labor law, in particular all conventions of the International Labor Organization („ILO“) with regard to employee rights, working hours and occupational health and safety, as well as all statutory and official provisions applicable in each case.
- b) Environmental protection has a high priority within Visolva's understanding of quality. The supplier undertakes to comply with the respective statutory regulations on environmental protection and to introduce and maintain an environmental management system in accordance with Visolva's ecological corporate guidelines and to work on permanently reducing the adverse effects on people and the environment arising from its activities.
- c) The Supplier shall not participate actively or passively, nor directly or indirectly, in any form of bribery or corruption, violation of human rights or discrimination against its employees, forced labor or child labor.
- d) In this context, the supplier undertakes not to hire any employees who cannot demonstrate a minimum age of 16 years. In countries that fall under the exception for developing countries in ILO Convention 138, the minimum age may be reduced to 15 years.
- e) Supplier shall ensure that all agents engaged by it who are involved in any way in the manufacture of the products supplied by it to Visolva will comply with the obligations listed in paragraphs (1) to (4) above.
- f) The supplier shall further ensure that the products delivered by him comply with the provisions of Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals („REACH Regulation“). The substances contained in the Supplier's products are, to the extent required under the provisions of the REACH Regulation, pre-registered or registered after expiry of the transitional periods, unless the substance is exempted from registration.
- g) Suppliers having their registered office in countries outside the EU undertake to appoint an Only Representative („OR“) pursuant to Art. 8 REACH Regulation with registered office in the EU, whose name and address shall be disclosed to Visolva. The OR shall assume all registration and other REACH obligations of Supplier. If the CO has carried out a pre-registration or registration, this shall be notified to Visolva stating the registration number. In the event of a change of the CO or cessation of the CO's

activities, Supplier shall inform Visolva without delay.

- h) Supplier assures that the products delivered by him do not contain any substances of the so-called candidate list according to Art. 59 paragraphs (1) and (10) of the REACH Regulation. Supplier undertakes to inform Visolva immediately in writing if - for whatever reason - products delivered by it contain substances of the candidate list; this applies in particular in the event of an extension / addition to the candidate list. Supplier shall name the individual substances and inform Visolva as precisely as possible of the mass percentage in relation to the individual product components.
- i) If hazardous substances within the meaning of the Ordinance on Hazardous Substances or products during the use of which the release of such substances cannot be excluded, are supplied, Supplier shall provide Visolva or the service provider commissioned by Visolva with the data required for the preparation of the safety data sheet without being requested to do so.
- j) The supplier further undertakes that the products delivered by him comply with all requirements of Regulation (EC) No. 1272/2008 („CLP-VO“). In particular, the non-EU suppliers guarantee that their OR has carried out the notification to the Classification and Labeling Inventory for the delivered products in accordance with Art. 39-42 CLP-Reg.
- k) If the products delivered by Supplier to Visolva are a construction product within the meaning of Regulation (EU) No. 305/2011 („BauPVO“), Supplier shall be obliged to provide Visolva with all information required for the preparation of the declaration of performance or the declarations of performance prepared by Supplier without undue delay and in a suitable permanent form and to affix the CE marking to these products or have it affixed in accordance with the applicable legal provisions, in particular the BauPVO as well as Article 30 of Regulation (EC) No. 765/2008. By affixing the CE marking, the supplier guarantees the conformity of the construction product with the performance declared by him as well as compliance with all legal provisions applicable in connection with the affixing of the CE marking.
- l) If the products delivered by Supplier to Visolva are a product within the meaning of the European harmonization legislation, Supplier shall be obliged to provide Visolva without delay and in a suitable permanent form with all information required for the preparation of the declaration of conformity or the declarations of conformity prepared by Supplier and to affix the CE marking to these products or have it affixed in accordance with the applicable legal provisions, in particular the applicable harmonization legislation and Article 30 of Regulation (EC) No. 765/2008. By affixing the CE marking, the supplier guarantees the conformity of the product with the applicable harmonized standards and harmonization legislation as well as compliance with all legal provisions applicable in connection with the affixing of the CE marking.
- m) Supplier agrees to comply with the conflict minerals provisions of Section 1502 of the Wall Street Reform and Consumer Protection Act („Dodd-Frank Act“). If conflict minerals are required in the manufacturing process or for the function of the products supplied by the supplier, their origin shall be disclosed. Upon request, Supplier shall provide Visolva and Visolva's affiliates with the documentation required under the Dodd-Frank Act regarding the use and origin of conflict minerals in full and without delay.
- n) In the event that Supplier breaches any of the aforementioned obligations, Supplier shall indemnify Visolva, the companies affiliated with Visolva as well as their customers against all costs, claims of third parties (in particular direct or indirect claims for damages) as well as other disadvantages (e.g. fines) resulting from the breach of the aforementioned provision. This shall not apply if Supplier is not responsible for this breach of duty. Furthermore, Visolva shall be entitled at any time to immediately cancel the corresponding order and to refuse acceptance of the corresponding delivery without Visolva incurring any costs. Any existing claims for damages shall remain unaffected thereby. Cancellation or refusal of acceptance shall not constitute a waiver by Visolva of any claims for damages.

16. Force majeure

- a) The Supplier shall not be liable for the non-performance or the poor performance of the legal

agreement if this is attributable to events of force majeure.

- b) If the Supplier invokes force majeure, then he must inform the other Party without delay about the occurrence and the expected duration thereof. If he fails to do so, then he may not invoke force majeure.
- c) Upon request, the Supplier must provide Visolva with written confirmation of the circumstances which in his view establish a case of force majeure.

17. Choice of law and place of jurisdiction

- a) These Terms and Conditions of Purchase and all legal relationships between Visolva and Supplier shall be governed by Swiss law, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. The prerequisites and effects of the reservation of title shall be governed by the law of the place where the goods are located if, according to the provisions of national law, the choice of law made in favor of Swiss law is inadmissible or ineffective.
- b) The ordinary courts at the registered domicile of Visolva shall have exclusive jurisdiction for the judicial assessment of all disputes between the Supplier and Visolva. Visolva shall however also be entitled to bring claims against the Supplier at the latter's registered domicile.

18. Severability clause

- a) Should any of the individual provisions contained in this Agreement prove to be wholly or partially invalid or unenforceable, or should they subsequently become invalid or unenforceable as a consequence of changes in legislation which take place following the conclusion of the Agreement, then this shall not affect the other contractual provisions and the validity of the Agreement as a whole. Such invalid or unenforceable provisions shall be replaced by valid and enforceable provisions which approximate as closely as possible to the meaning and purpose of the invalid provisions. Should the Agreement prove to contain omissions, then the provisions shall be deemed to have been agreed which correspond to the meaning and purpose of the Agreement and which would have been agreed if this matter had been considered.

January 2023