

## General Terms of Purchase - Nolato Treff AG, CH-9113 Degersheim

### 1. General

The contract between Nolato Treff AG and the supplier shall enter into force upon receipt of the supplier's written confirmation that he accepts the order received from Nolato Treff AG without any changes.

The order must be confirmed by the supplier within 5 working days. If this is not done within this period, it shall be assumed that the order and all conditions (including this General Terms of Purchase), have been accepted without change.

These General Terms of Purchase shall always have priority over any other Terms of Supply of the supplier, unless the latter have been expressly accepted in writing by Nolato Treff AG. The same applies equally to other terms included in the quotations and the order. All agreements and legally relevant declarations of the contracting parties must be made in writing to be valid.

In case Nolato Treff AG and the supplier negotiated a special contract for large projects or frame supply agreements, this General Terms of Purchase remain valid except for those clauses conflicting.

### 2. Supporting Information Exchanged

Directives, technical documentation such as drawings and calculations, etc. and specimens made available to the supplier by Nolato Treff AG shall be binding. The supplier shall verify the information provided by Nolato Treff AG and, in case of doubt, consult Nolato Treff AG.

Nolato Treff AG reserves all rights on its blueprints, directives and instructions, technical documentation, specimens, etc. made available to the supplier. These are the property of Nolato Treff AG and shall not be made accessible to third parties, not be duplicated and not be used for any other purposes than the fulfilment of the contract concluded with Nolato Treff AG without the prior written permission of Nolato Treff AG.

The supplier shall return documents handed over to Nolato Treff AG on completion of the supplies or if the contract is cancelled.

### 3. Delivery and/or Commissioning Dates

The delivery (and commissioning dates of equipment) specified by Nolato Treff AG in the order shall be binding. The supplier has to inform Nolato Treff AG immediately when unforeseen circumstances make it impossible to keep dates emerge. If the delivery and/or commissioning dates are in danger, the supplier informs Nolato Treff AG immediately and uses additional resources at its own costs to reduce the delay. However, Nolato Treff AG shall be entitled to insist on the fulfilment of the contract or to waive any further supply without granting any extension of the delivery date. In any case, the supplier shall become liable to pay indemnification to Nolato Treff AG. In the event of a delayed delivery and/or commissioning date, a penalty amounting to 1% of the order value affected by the delay for each commenced week but not more than 5% of the total order value shall be payable. Payment of the penalty shall not release the supplier from the fulfilment of the rest of the contract. Claiming further damages by Nolato Treff AG shall be reserved.

### 4. Place of Performance

Place of performance is the place of transfer of the supplies mentioned in the order. The place of performance for the payment is Degersheim/Switzerland.

### 5. Transfer of Benefit and Risk

The benefit and risk of the ordered subject matter defined in the contract shall in no event be transferred to Nolato Treff AG before delivery at the place of performance mentioned in the order is made.

### 6. Shipment, Transport and Insurance

The shipping and insurance instructions of Nolato Treff AG shall be observed in shipping and transporting the supplies. The supplier shall be liable both for damage due to improper packing and for damage sustained during transport and intermediate storage.

Partial, residual, advance, surplus and reduced shipments shall always be designated as such and shall be allowed only after prior written approval given by Nolato Treff AG. The shipping papers shall contain the following information: order - and article number of Nolato Treff AG, number of packages and dimensions as well as the gross weight. Additionally, each package must be marked with the article no. of Nolato Treff AG.

### 7. Warranty and Correction of Defects

Nolato Treff AG shall be entitled to make complaints of defect within the warranty period without observing any time limit for claims. In particular, any payment made by Nolato Treff AG shall not constitute any acknowledgement with respect to quantity, price or quality, and shall in no manner affect the right of Nolato Treff AG to make claims.

The supplier shall guarantee freedom from defects during two years after the supplies go into service. The supplier shall correct all defects claimed by Nolato Treff AG up to the end of the warranty period immediately upon the first request and at no cost to Nolato Treff AG. After correction of a defect, the warranty period and the period for claims for the corrected and/or replaced part of the delivery restarts running.

If the supplier fails to honour his warranty obligations, or if he does not honour them without delay or completely, Nolato Treff AG shall be entitled at its own discretion either to insist on proper correction of the defects, to have the defects corrected by a third party at the supplier's expenses or to claim a price reduction or to return the supplied subject matter of the contract against reimbursement of any payment or payments that may already have been made. In addition, Nolato Treff AG reserves the right to claim damages from the supplier for non-performance or poor performance. In case of litigation with the end customer, the supplier shall immediately, upon the first written notification by Nolato Treff AG, participate in the litigation. If the supplier does not take part in the litigation, he shall unconditionally accept, in relation to Nolato Treff AG, the actual admissions made by Nolato Treff AG in relation to the end customer concerning the contractual subject matter that he has supplied.

### 8. Technical Modifications

Deviations from the agreed technical specifications and other modifications to the subject matter of the contract to be supplied by the supplier after conclusion of the contract shall not be allowed. They require the prior written approval by Nolato Treff AG.

### 9. Patents and Protective Rights

The supplier warrants and represents that no patent rights, protective rights or other rights of third parties (e.g. computer software copyrights) are violated by the supply or by the utilization of the contractual subject matter supplied, and he shall fully indemnify Nolato Treff AG against any claims made by third parties. In case of an infringement of patent rights, protective rights or other rights of third parties, Nolato Treff AG shall be entitled, at his own discretion and regardless of whether the supplier is at fault or not, to cancel the contract and/or to claim damages from the supplier.

### 10. Safety and Accident Prevention / Official & Legal Requirements and Regulations

Each supply shall comply with the state of the art, the machine safety laws and the other pertinent laws, standards and guidelines, in particular on safety, accident prevention and on threshold values for radioactivity, each applying at the time of supply. The supplier shall be liable, without any time limit, for any damage resulting from inadequate fulfilment of pertinent laws, standards and guidelines by the supplier or its sub-suppliers.

### 11. Secrecy

The supplier shall not be allowed, without prior written permission of Nolato Treff AG, to make any contractual agreements or information of technical or commercial nature that he receives in the context of contract performances, accessible to third parties or to use them for other purposes than for fulfilment of the contract concluded with Nolato Treff AG. These obligations shall remain valid even after expiration of the contract. If this obligation to maintain secrecy or the restriction of use is violated, Nolato Treff AG reserves the right to claim damages from the supplier.

### 12. Advertising

The utilization of an order placed by Nolato Treff AG, the subject matters of contract supplied within the scope of such an order and the business relations with Nolato Treff AG for advertising purposes requires the prior written permission of Nolato Treff AG.

### 13. Prices

The prices stated in the order of Nolato Treff AG are fixed prices.

### 14. Invoicing and Due Date of Payment

Each supply shall be immediately invoiced upon shipment, with a separate invoice being issued in duplicate for each individual order.

Unless otherwise agreed upon in writing, and subject to the contractual supply, being free from defects, of the contractually owed subject matter and of the associated documentation in compliance with the contract, the invoice shall fall due within 45 days of presentation. If the supplies of the contractually owed subject matter are defective, the payment shall come due 45 days after proper correction of the defects.

Cash-on-delivery consignments or bills of exchange shall not be accepted. However, if not agreed otherwise, Nolato Treff AG might honour the bills within 14 days but deduct 2% discount.

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### 15. Code of Conduct / Legal Compliance

The supplier commits and will ensure that its employees, directors, officers, representatives, agents and sub-suppliers, understand and shall in all respects and at all times adhere to the principles set forth in the Supplier Code of Conduct. The Minimum Occupational Health and Safety Requirements which are to adhere are also a part of the Nolato Spirit.

The valid Nolato Spirit and Code of Conduct is accessible on Nolato's homepage [www.nolato.com](http://www.nolato.com).

Furthermore, the supplier will and will ensure, that its employees, directors, officers, representatives, agents and sub-suppliers will comply with all applicable legal requirements, whether local or foreign, including but not limited to any laws prohibiting corruption and bribery as well as with the Anti-Bribery and Anti-Corruption Rules of Nolato Treff AG. Prohibited are in particular:

- Payments for undue services.
- Payments for unaccounted services.
- Payments aimed at accelerating a process ("facilitation payments")
- Payments without evidence of a receipt.
- Commissions not reflecting market conditions.
- Gifts (goods, entertainments, cash disbursements) exceeding CHF 300.
- Over-invoicing and under-invoicing.

### 16. Further Terms and Conditions

On request and after prior written application, the supplier shall grant Nolato Treff AG admission to their production facilities.

The supplier shall be obliged to check the contractual subject matter to be supplied for completeness, operability and perfect quality.

Goods rejected by Nolato Treff AG shall be sorted out and returned at the supplier's costs and risk. In such a case, the supplier shall affect a compensation delivery without delay.

### 17. Place of Jurisdiction and Applicable Law

The place of jurisdiction shall be exclusively CH-9113 Degersheim/Switzerland. The applicable law shall be exclusively substantive Swiss law to the exclusion of the United Nation Convention of Contracts for the International Sale of Goods (1980).