

## Beck Automation AG General Conditions of Purchase

### 1. Execution of contract/ Formal requirements

1.1 The legal relationship between the supplier and Beck Automation AG (hereinafter also referred to as "us" and "our") are exclusively governed by the conditions described below ("GCP"). These conditions are part of the contract executed with the supplier when the GCP are expressly referred to as part of the contract, but also when Beck Automation AG refers to the GCP, whether by attachment or printed document, following consultations or orders, whether by disclosure of the link to the Beck Automation AG Website where it is possible to read the version of the GCP. Different or additional supplier delivery terms only apply to our purchases to the extent that they have been recognized by us in writing. The lack of a standpoint by Beck Automation AG, as well as the acceptance of the service or its payment, shall not be deemed as ways of recognition.

1.2 The supply contract, as well as any changes, parallel agreements, declarations on its termination and other declarations and communications shall be done in writing, unless otherwise stated in these GCP. If the supplier does not accept an order within one week of receipt of the request, Beck Automation has the right of cancellation at any time.

### 2. Supplier proposals

Upon a request for a proposal to the supplier the latter shall be expected to provide a proposal free of charge. Its proposal shall be guided by the descriptions and objectives of Beck Automation AG and, in case of deviations, shall expressly refer to them. It is required to inform Beck Automation AG of all circumstances that may be of interest to the proposal or to the proposed services. Unless the supplier sets another deadline in its proposal, it shall be binding for a period of 30 days. If a contract does not materialize, the supplier does not have in any way the right to claim compensation for expenses or loss of profits, or any other compensation for damages.

### 3. Scope of supply / Alteration of the scope of supply / Spare parts

3.1 It undertakes to include in its supplies all the necessary provisions for a safe and cost-effective use, in accordance with the standards, appropriate for its intended use and up to standard with the most recent advances in science and technology. Upon delivery, the supplier shall comply with all applicable rules, laws and regulations, in particular the applicable standards at the intended place of use regarding the protection of the environment, hazardous substances, hazardous merchandises and prevention of Accidents, as well as technical safety and occupational medicine rules.

3.2 Beck Automation AG may, to a reasonable extent, require the supplier to change the scope of supply with respect to construction and execution. The supplier shall implement the changes within an appropriate time frame. Rules on the consequences, in particular of increases and cost reductions, as well as on delivery deadlines shall be established by mutual agreement. If no mutual agreement is reached within an appropriate time frame, the decision shall be made by Beck Automation AG at its reasonable discretion.

3.3 The supplier shall, under appropriate conditions, ensure the provision of the subjects of supply, parts and their spare parts, to Beck Automation AG also for a period of 10 years after the last order.

3.4 In the event of early suspension of the manufacture of the subject of supply or its parts, the supplier or its sub-supplier shall notify Beck Automation AG in a timely manner, so that it can still make a final order in sufficient quantity. If this obligation is violated, Beck Automation AG shall have the right, irrespectively of any possible patents or other applicable rights, to manufacture the subject of supply itself in order to satisfy its needs, without paying compensation to the supplier and, to that effect, use the supplier's designs and drawings. If requested, the supplier is required to deliver the corresponding documentation, at least regarding the parts produced by the supplier itself to Beck Automation AG.

### 4. Prices / Terms of payment

4.1 Agreed prices are fixed prices in the agreed currency (if in doubt: CHF). Unless otherwise settled, payment is made within 30 days of receipt of the agreed provision and from a correct and traceable invoice. However, if deliveries are received earlier, the deadline is not commenced before the agreed delivery date. The choice of method of payment (e.g. cheque or exchange) is at Beck Automation AG's discretion. The invoice must contain the order numbers, article, design and supplier of Beck Automation AG.

4.2 The supplier has no right to assign debts payable to Beck Automation AG or to charge them by third parties.

4.3 Advance payments shall be made upon the provision of an appropriate guarantee (e.g. bank guarantee).

### 5. Terms of delivery / Transfer of legal ownership

5.1 Deliveries are made DDP [Incoterms 2010] at the site designated by Beck Automation AG, unless otherwise stipulated, including packaging and storage. Each delivery must be accompanied by a delivery note. The delivery note must contain the order numbers, the item, design and supplier of Beck Automation AG. If the delivery "ex works" is agreed, the dimensions and weight of the shipment must be communicated in due time to Beck Automation AG and to the consignee determined by Beck Automation AG. In case of cross-border supply, the supplier is required to comply with the applicable export control standards and by his own initiative, communicate in writing and at the latest accompanying the delivery, the identification of the export control of the subjects of supply, to Beck Automation AG.

5.2 The subjects of supply must be packaged according to the safety standards at the defined location, appropriately and with the usual dimensions. Beck Automation AG has the right to instruct the supplier on the packaging method. As a company with ecological principles, Beck Automation AG does not accept chemical foam packaging. If Beck Automation AG returns the reusable packaging with postage to the supplier, Beck Automation AG is entitled to a refund on the package value.

5.3 Unless otherwise agreed, the transfer of legal ownership shall occur at the time the installation of the supply subject or parts thereof is completed. Between the transfer of ownership and the delivery, the supplier shall store the subject of supply free of charge on behalf of Beck Automation AG and identify it as property of Beck Automation AG. In addition, the supplier undertakes to store and protect the subject of supply as if the legal ownership had not yet been transferred. The transfer of the risk associated with the subjects of supply is in accordance with the provisions of the Incoterms.

### 6. Deadlines / Delay

6.1 Agreed dates and deadlines are binding. Decisive to the fulfilment of the delivery deadline is the receipt of the goods at Beck Automation AG or at the consignee specified by Beck Automation AG. If the

supplier delays the reasons and the anticipated duration of the delay. If, before the end of the delivery deadline, evidence suggests that the supplier will not meet this deadline, Beck Automation AG may give a deadline to the supplier in order for the latter to find a solution and, afterwards, the former is entitled to terminate the contract and dispense with the delivery, conversely claiming compensation. Only upon express agreement shall partial and anticipated deliveries be permitted.

6.2 In the event of delay, Beck Automation AG has the right to require the supplier to pay a contractual penalty. This penalty corresponds to 0.5% of the total order amount for each week of delay initiated, despite reaching a maximum of 5%. The agreement on contractual penalties or their application shall not affect Beck Automation AG's statutory penalty rights (Art. 102 sec. OR). The contractual penalties which may be paid shall not be accounted for in the claims for damages.

### 7. Confidentiality / Information / Intellectual Property Rights

7.1 The information (written, oral, printed, electronic or transmitted) in technical documents (figures, diagrams, calculations, specifications, etc.), the samples, models, forms, tools and other documentation, as well as the relevant intellectual property rights associated, are considered confidential information, shall remain our property and must be kept in secrecy. They shall not be provided to third parties without our express consent. They must be used solely for processing and/or providing services in the context of our order.

7.2 The supplier may not advertise its business relationship with Beck Automation AG without the prior written consent of Beck Automation AG. The supplier shall diligently retain, update and protect the documents and objects made available to it, as well as the copies thereof, at its own expense and, at the request of Beck Automation AG, shall return or destroy them at any time, but at the latest until the supplier suspends its activities for Beck Automation. It shall have no right of retention, irrespectively of the reason. The return or complete destruction shall be confirmed in writing.

7.3 All schemes or other documents (written, oral, printed, electronic or transmitted) that the supplier shall create during the fulfilment of its obligations under the order, as well as all associated copyright and other intellectual property rights are the sole property of Beck Automation AG. The supplier undertakes to deliver copies of the schemes and other documents to Beck Automation AG and, at any time, at the request of Beck Automation AG, to draw up other documents or to take action to protect the property of Beck Automation AG in regard to intellectual property rights, including, in particular, copyright. If, under the applicable law, it is not possible to assign copyrights or other intellectual property rights, the supplier grants Beck Automation AG the exclusive right and license to copy and/or exploit the intellectual property rights. The supplier ensures that the subject of delivery and its components do not violate third-party intellectual property rights.

7.4 If the supplier (or an employee or subcontractor) invents something or if it improves the product, it shall give Beck Automation AG the right free of license and the license to exploit that invention, including the sublicense right.

7.5 In the event of breach of the obligations of confidentiality and in respect to intellectual property rights, an immediate contractual penalty of 25 000 CHF applies to each violation. Beck Automation AG has other additional legal rights, in particular those of specific performance, supplementary compensation and precautionary measures.

### 8. Quality assurance / Goods receipt control

8.1 The supplier ensures and guarantees that the subject of supply has no defects that reduce the value or suitability for use, which presents the agreed features, corresponds to the agreed specifications and to the documentation delivered to the supplier and that the material, configuration and construction are free of faults. All edges - unless specifically indicated otherwise - shall be cut off so that they do not cause any injuries. If the supplier has found that the features required by Beck Automation AG or the specifications indicated for the appropriate use of the object are not favourable or appropriate, it shall immediately inform Beck Automation AG in writing. It is the supplier's responsibility to verify such situations. The supplier accepts responsibility for its sub-suppliers, as well as for its own performance, and also for ensuring that no rights of ownership or protection of third parties are violated when providing and using the subjects of supply.

8.2 The supplier shall continuously monitor the quality of its supplies and services. It is required to comply with all quality assurance agreements established with Beck Automation AG according to the relevant version in force at any given time. Any changes to the supply subject require prior authorisation from Beck Automation AG. The supplier undertakes to retain all development and/or manufacturing documents for 10 years in electronic form and/or legible hard copy and to implement the necessary protections. If the work relationship between Beck Automation AG and the supplier is terminated, the supplier shall deliver all the development and/or manufacturing documents and records created within the scope of the set of orders to Beck Automation AG.

8.3 Beck Automation AG has no obligation to immediately check the subjects of delivery or their components. Any defects shall be communicated when detected. The supplier declares to waive the right of protest in case of late notification of defects.

### 9. Access, inspection and participation rights

By accepting the order, the supplier grants Beck Automation AG access to its facilities and allows the inspection of all relevant documentation for the order (electronic and/or printed). By means of agreement with the respective partners and subcontractors, it ensures that they also grant these rights of access, inspection and participation.

### 10. Liability for defects / Reimbursement of expenses / Warranty period / Insurance

10.1 If the subject of the supply is defective, the claims of Beck Automation AG are grounded on legal rules, unless otherwise stipulated in the provisions below. In particular, Beck Automation AG may also require the new posterior supply of the goods free of faults from the supplier. In the event of a risk to operational safety, danger of unusually high damages or to ensure the supply capacity of Beck Automation AG to its customers, it may, after informing the supplier, perform the correction by its own initiative or request it to third parties. The costs incurred with this procedure shall be borne by the supplier. The supplier is responsible for all damages and expenses incurred, directly or indirectly, by Beck Automation AG as a result of defects in the object. Expenditure on checks on goods exceeding the usual scope is also subject to compensation where defects have been detected in at least parts of the supply. The same applies to a partial or complete check of the deliveries received in the subsequent processing carried out by Beck Automation AG or its customers. If the supplier uses third parties for the provision of the service, he shall accept responsibility for them and the respective enforcement assistants.

10.2 The supplier shall also reimburse the costs of Beck Automation AG or its customers that are caused prior or within the scope of liability for defects for the purpose of prevention, impeding and early minimisation of damages (e.g. initiatives of withdrawal of products).

10.3 The supplier shall also reimburse the costs Beck Automation AG is required to incur before its customers and that are generated by defects in the purchased supply.

goods repaired or replaced, the warranty period begins on the date of placement in service. Supply objects produced with materials other than those specified or with defective materials must be replaced free of charge by the supplier during the five-year period from delivery.

10.5 In the event of a dispute with regard to quality aspects, an expert's opinion shall be requested. If no other written agreement has been established, the opinion shall be requested from the Eidgenössischen materialprüfungs- und Forschungsanstalt (EMPA). The Parties accept to recognise the results of the agreed expert or EMPA. The costs incurred in the opinion of the expert shall be borne by the party who is not right according to that same opinion.

10.6 The supplier is required to maintain sufficient insurance protection for the duration of the supply relationship, which shall cover all applicable risks. Proof shall be presented if Beck Automation AG requests it.

## 11. Responsibility for products

11.1. If Beck Automation AG, on the basis of the provisions of the Product Liability Act, is accused by third parties of the existence of defects in the supply subject under these provisions, the supplier shall exempt Beck Automation AG from these charges. Beck Automation AG undertakes to inform the supplier as soon as it is aware of such claims, in order to enable it to constitute its defence against unjustified claims. Beck Automation AG may bring a lawsuit against the supplier if it finds that the supply objects have given rise to a product liability process.

11.2. If, by the evaluation of Beck Automation AG, it is necessary to withdraw a product due to defects in the object of supply, Beck Automation AG shall immediately and in advance inform the supplier, provided that there is no imminent danger. The supplier accepts the costs of the withdrawal of the product if the withdrawal proves necessary due to defects in the objects of the supply.

11.3. Beck Automation AG's claims to the supplier in this context expire in the same way as the claims of the third party harmed before Beck Automation AG, that is, in accordance with the applicable product liability law rules.

## 12. Materials and Accessories

Materials, parts, containers, special packaging, tools, measuring instruments or similar (materials and accessories) remain the property of Beck Automation AG. They must be used solely for the processing and/or provision of services within the scope of our order. Copies of materials and accessories may only be produced upon prior written approval from Beck Automation AG. Copies of materials and accessories may only be produced upon prior written approval of Beck automation AG. When manufactured, the copies become the property of Beck Automation AG. The supplier shall not have any right of retention over materials and accessories, regardless of the reason. The materials and accessories, as well as their copies, must not be made available to third parties (even sub-suppliers) and may not be used for not agreed upon purposes, subject to the written approval of Beck Automation AG.

## 13. Tools

13.1 Without prejudice to other agreements, Beck Automation AG shall be the holder of the total or partial ownership, in the proportion of Beck Automation AG's participation in the proven costs incurred with the tools used in the manufacture of the supply object. Upon payment, the tools become co-ownership of Beck Automation AG. They remain with the supplier as a loan. Only by written authorisation from Beck Automation AG shall the supplier have the right to dispose successfully or legally of the tools, to alter their place of use or to permanently disable them. The supplier shall identify the tools as joint property of Beck Automation AG. The supplier bears the costs of maintenance, repair and replacement of the tools.

13.2 Replacement tools are the property of Beck Automation AG in proportion of the quota of Beck Automation AG. In the event of co-ownership of a tool, Beck Automation AG has pre-emption right on the purchase of the supplier's quota. The Supplier shall use tools that are co-owned by Beck Automation AG solely for the production of the objects of the supply.

13.3 Once the supply has been completed, the supplier shall return the tools to Beck Automation AG as soon as requested. In the case of co-owned tools, Beck Automation AG shall reimburse the supplier with the current fair value of the tool. In no event shall the supplier have retention right. The supplier is also subject to the obligation to return if an insolvency application is filed against it or in case of prolonged interruption of supply. The supplier shall subscribe an insurance of the tools with the agreed coverage and, if no agreement has been established, with the usual scope.

## 14. Software

If the scope of the supply does not include standardized software, the supplier declares to be willing to make changes/improvements to the software, through appropriate financial consideration, during the five-year period from the delivery of the object, according to the requirements of Beck Automation AG. If the software is from upstream suppliers, the supplier shall duly bind them to this obligation.

## 15. Force Majeure / Prolonged Impediments to Supply

15.1. Labour struggles, riots, actions by official entities and other unpredictable and inevitable events exempt the supplier and Beck Automation AG from their performance obligations during the period of disturbance and to the extent of their effects. The affected party shall immediately and fully inform the counterparty and make reasonable efforts to limit the effects of such events. The affected party shall immediately inform the counterparty when the disturbance is completed.

15.2. In the event of a prolonged impediment to the supply, suspension of payments or opening of insolvency proceedings, rejection of the opening of such proceedings for lack of mass or the instatement of similar proceedings against one of the counterparties, the other counterparty has the right to terminate the contract in respect of the party not yet executed. If the supplier is affected by one of the events described above, it shall make its best efforts to support Beck Automation AG in transferring the production of the supply object to Beck Automation AG or to a third party, including the granting of a licence relating to the protection rights necessary for the production based on the usual conditions in the industry.

## 16. Place of execution, applicable law, governing jurisdiction, court of arbitration

16.1. The execution location of the deliveries and services is the destination location defined by Beck Automation AG.

16.2. The contractual relationship is governed solely by Swiss law, excluding the United Nations Convention on contracts for the international sale of goods (Vienna Convention on the International Sale of Goods).

16.3. If the supplier's head office is in Switzerland, the following applies: the governing jurisdiction for all

16.4. If the supplier's head office is abroad, the following applies: disputes, differences of opinion or claims arising out of or relating to this contract, including its validity, nullity, violation or termination shall be decided through an arbitration proceedings, in accordance with the international arbitration Rules of the Swiss Chambers of Commerce. The version of the arbitration rules valid at the time of submission of the arbitration notice shall apply. The court of arbitration shall consist of an arbitrator. The venue for the arbitration proceedings is Zurich. The language used in the arbitration process is German.