

1. General

1.1. Unless agreed otherwise in writing, these General Terms & Conditions of Purchase apply to all orders of Caliqua AG and its subsidiaries (the 'Buyer').

1.2. **The supplier expressly agrees to these General Terms & Conditions of Purchase.** Any general terms and conditions (of delivery, assembly etc.) of the supplier apply only to the extent that they are recognised by the Buyer in writing. It is not to be interpreted as agreement if the Buyer does not object to order confirmations that refer to deviating or supplementary terms and conditions.

1.3. Item 1.2 also applies to other conditions of the Buyer enclosed with the order. In the event of a conflict, such conditions take precedence over these General Terms & Conditions of Purchase.

1.4. The supplier may not pass the order on to third parties or engage sub-contractors for significant parts of the order without the prior written consent of the Buyer.

2. Quotations

2.1. Supplier quotations are always free of charge for the Buyer, even if they have been issued at the request of the Buyer.

2.2. In its quotation, the supplier must adhere to the request of the Buyer and expressly indicate any deviations.

2.3. The supplier is bound to its quotation for 90 days from receipt of the quotation by the Buyer.

3. Orders

3.1. A contract comes into existence when the Buyer accepts the quotation of the supplier in writing by placing an order in accordance with item 3.2. For orders in excess of CHF 15,000 or EUR 10,000, the supplier must issue a confirmation of the contract within 14 days of the order date, otherwise the Buyer is entitled to cancel the order without the supplier being able to derive any claims from the cancellation.

3.2. An order is binding only if it has been placed by the Buyer in writing with an order number. Verbal agreements, addenda and amendments must be confirmed in writing. Invitations to tender, specifications, technical documents, etc. represent integral components of the order, provided they are expressly mentioned in the order.

3.3. The supplier is obliged to make an enquiry if it is evident that key contractual components are unclear, in particular concerning the delivery item, implementation (technical specifications), quantity, price or date. The supplier is responsible for familiarising itself with all data and facts relevant to execution of the order (i.e. performance of the contract), including the purpose, and of the supply boundaries in terms of deliveries and services of third parties.

3.4. The Buyer can request changes to the design, version or delivery time. In such cases, the supplier is not entitled to interrupt the performance of the work without good cause. The consequences, such as cost increases/decreases and delivery deadlines, must be governed in writing. The supplier cannot exercise any rights unless the changes and their effects have been agreed in writing.

4. Delivery item

4.1. The delivery item must be defined in the contract. The delivery item encompasses (1) delivery of products, components, materials and/or system parts, and/or (2) performance of services, such as engineering, assembly, installation, test operation and training.

4.2. The delivery item must always include complete documentation. At the very least, the documentation should contain the documents concerning the licensing, operation and maintenance of the delivery item, and quality documentation, such as test reports and/or declarations of conformity, where such documents are necessary in accordance with the relevant statutory or contractual provisions.

5. Prices and VAT

5.1. The agreed prices are fixed prices and include VAT at the applicable rate, with carriage paid to the destination (DDP, Incoterms 2020). The prices must remain unchanged during execution of the order.

6. Delivery deadline and consequences of delays

6.1. The agreed delivery deadline is deemed to be the expiry date and is considered met if the agreed deliveries/services are provided on the agreed date. Receipt of the final part of the delivery at the destination or completion of the services is decisive. If the agreed delivery deadline is not met, the supplier is in default automatically (i.e. without warning).

6.2. The Buyer must be notified of delivery delays in writing without undue delay, including a description of the reasons and the expected length of the delay, regardless of whether all or part of the delivery has been affected. Any changes to the delivery deadline must be agreed in writing.

6.3. The Buyer is entitled to change the agreed delivery deadlines to an extent considered reasonable for the supplier if this is necessary in order to ensure that business runs smoothly for the Buyer.

6.4. If the agreed delivery deadline is not met, the Buyer is entitled to exercise its statutory and contractually agreed rights, even if the supplier gave notice of the delay.

6.5. In the event of a delayed delivery, the Buyer is entitled to charge 1% of the order value of the delivery as a contractual penalty for every week of delay, up to a maximum of 10% of the order value. This contractual penalty can be asserted until the final payment. The contractual penalty can be offset against a claim for compensation for

damage caused by default. The contractual penalty is merely the minimum value of the compensation.

6.6. The Buyer expressly reserves the right to claim compensation for damage beyond the contractual penalty.

6.7. Acceptance of the delivery item by the Buyer without reservation does not represent a waiver of any contractual penalty.

6.8. The supplier can invoke the absence of necessary documents or information to be provided by the Buyer as a defence only if it requested such information in writing in good time and if the supplier issued an immediate written warning of expiry of agreed deadlines.

7. Outgoing goods control and inspection

7.1. The supplier must notify the Buyer of readiness for dispatch in good time. The Buyer reserves the right to inspect the consignment on the premises of the supplier before it is dispatched.

7.2. Before it is dispatched by the supplier, the delivery item must be inspected to ensure that it is consistent with the order in terms of quality and quantity.

7.3. A delivery order must be enclosed with every consignment. Inspection of a consignment must be confirmed on the delivery order. Only inspected consignments may be dispatched.

7.4. The delivery order must be issued to the Buyer in duplicate, with one copy sent to the domicile of the Buyer and one copy sent to the destination with the delivery item. The supplier is not deemed to have fulfilled its delivery obligation until the correct delivery and shipping documents have been received by the Buyer.

8. Packaging, transport and customs

8.1. Packaging, transport and customs are at the expense and risk of the supplier. Delivery is DDP to the destination (Incoterms 2020). The supplier is responsible for transport insurance.

8.2. No advance or partial deliveries are permitted without the written agreement of the Buyer.

8.3. The supplier is responsible for packaging. The packaging must protect the delivery item sufficiently against damage and corrosion during transit, interim storage, unloading and any subsequent temporary storage at the destination (up to 60 days).

8.4. If particular care has to be taken when unpacking, the supplier must indicate this in good time and affix appropriate notices to the packaging in the commonly used languages at the destination.

8.5. The Buyer is entitled to return packaging material at the expense of the supplier.

9. Correspondence

9.1. The order number of the Buyer must be provided in all correspondence.

9.2. Correspondence that establishes rights or obligations must be sent by letter or fax exclusively, with joint signatories on the part of the Buyer. Simple correspondence with no obligatory content can be sent by email.

10. Invoicing

10.1. In addition to the standard details (e.g. VAT number, performance period, product description with quantities), invoices must contain the project number, order number and order date of the Buyer. The applicable rate and amount of VAT must be specified separately.

The Buyer reserves the right to reject invoices that do not meet these criteria and will not be in default of payment.

10.2. The billing address is the domicile of the Buyer.

11. Inspection and acceptance of the deliverable

11.1. When the delivery item has arrived at the destination, the Buyer must inspect it for obvious defects, incorrect quantities, damage sustained in transit and accuracy. No further obligation to inspect the deliverable exists. The Buyer must report defects or other deviations to the supplier within 10 working days of receipt of the delivery item. To this extent, the supplier waives its right to claim late notification of defects.

11.2. The Buyer will report any defects to the supplier that become evident later within 10 working days of the Buyer becoming aware of the defect. To this extent, the supplier waives its right to claim late notification of defects during the warranty period.

11.3. Where system components are delivered and/or services are performed, inspection and acceptance should take place as part of the overall project stages. In this case, acceptance should take place when the defect-free delivery item is accepted by the end customer (the client of the Buyer) at the very latest. The Buyer prepares an acceptance certificate that must be countersigned by the supplier. The acceptance process is officially complete only when the certificate has been countersigned.

12. Transfer of use and risk

The transfer of use and risk to the Buyer takes place when the duly delivered delivery item is accepted by the Buyer at the destination.

13. Warranty and liability

13.1. The supplier is liable for the quality of the delivery item in terms of engineering, material and model. In particular, the supplier guarantees that it does not contain any defects that impair its value or suitability for the required application, that it possesses the warranted properties and agreed services, and that it is consistent with the above-mentioned specifications, relevant laws, regulations, standards and other applicable provisions.

13.2. The warranty period is three years and commences on acceptance of the delivery item. The statutory warranty period applies to buildings and building materials.

13.3. If, during the warranty period, it turns out that the delivery item or parts thereof do not meet the necessary and/or agreed requirements, the supplier is obliged, at the request of the Buyer, to remedy the defects or have them remedied on site at its own expense within a reasonable deadline to be set by the Buyer, or deliver a defect-free replacement to the Buyer free of charge. In the case of a replacement delivery, the Buyer may continue to use the delivery item free of charge until a flawless replacement is ready for operation. This also applies in the event of a full or partial withdrawal from the contract due to a defective delivery.

13.4. If the supplier fails to meet the deadline for remedy of the defects, the Buyer is entitled to rectify the defects itself or have them done so at the expense and risk of the supplier. The same applies in urgent cases, in particular in order to avoid an acute risk of significant damage, if the supplier fails to start work to rectify the defects in response to do so by the Buyer.

13.5. For replaced or repaired parts, subsequent improvements and repair work, the warranty period recommences when the parts in question are accepted again for a period of two years.

13.6. If the delivery item contains such significant defects or otherwise deviates from the contract so severely that it is unusable to the Buyer or the Buyer cannot reasonably be expected to accept it, the Buyer can refuse to accept it, withdraw from the contract and demand compensation.

13.7. The supplier may be held liable for all ordinarily negligent conduct on the part of its employees or agents. The liability of the Buyer is limited to damage caused through gross negligence or intent. This does not apply to material contractual duties or injuries to life, limb or health.

13.8. The Buyer expressly reserves the right to file more extensive legal claims.

14. Return products

14.1. The Buyer is entitled to return unused and undamaged parts of the delivery item and request reasonable credit. If the credit cannot be deducted from an existing invoice, the supplier undertakes to refund the amount within 30 days.

15. Disposal

15.1. The supplier is obliged to keep the building site clean and dispose of packaging material and waste at its own expense on a daily basis.

15.2. The supplier declares that it is prepared to take back used or exchanged parts of the delivery item. The assumption of costs is to be agreed.

16. Terms of payment and collateral

16.1. Unless agreed otherwise, the net price will be paid within 60 days of receipt of the invoice, at the option of the Buyer, on the condition that the contract has been performed in full.

The payment deadline commences on delivery of the entire delivery item in accordance with the contract and on receipt of a legitimate invoice in duplicate, but not before the agreed delivery deadline.

16.2. The Buyer reserves the right to offset counter-claims of the Buyer against the supplier. The supplier may not assign claims against the Buyer to third parties without the prior written consent of the Buyer.

16.3. Advance payments, payments on account, payments of instalments and final payments to the supplier are made only against appropriate collateral (bank guarantee or surety bond from a top-tier Swiss bank for at least 10% of the net order value) and require a separate agreement.

17. Regulations, declarations of conformity and certificates

17.1. The supplier is responsible for ensuring that the delivery item is consistent with the state of the art, all applicable safety and environmental regulations, quality control standards and all other relevant provisions of applicable laws, including EU law, at the time it is handed over.

17.2. Furthermore, the supplier is responsible for safety when the delivery item is delivered, in particular compliance with the applicable safety provisions and regulations.

17.3. The supplier must provide the Buyer with the documents needed to meet the requirements of the preceding two paragraphs, in particular declarations of conformity as part of the European Machinery Directive 98/37/EC and the Pressure Equipment Directive 97/23/EC as amended, and the related test reports.

17.4. Furthermore, the supplier is obliged to supply all certificates confirming adherence to the provisions of employment contracts or collective bargaining agreements and/or social security regulations required as part of a project. If a cross-border service is to be provided, the same also applies in terms of compliance with the applicable regulations concerning residence and work permits in the country in which the service is to be performed (such as the Posted Workers Act (PWA)).

17.5. In the event of a breach of the above provisions, the supplier must indemnify the Buyer and hold it harmless against all third-party claims, including authorities.

18. Product liability

18.1. The supplier holds the Buyer completely harmless against all third-party claims due to product liability and pays the Buyer compensation for all damage it suffers in connection with product liability for the deliveries and services of the supplier.

18.2. At the request of the Buyer, the supplier must pay the Buyer a reasonable advance towards court and litigation fees. Similarly, the supplier must reimburse the Buyer for the costs it incurs through measures to prevent losses (e.g. recalls). This also applies to obvious and impending serial defects.

18.3. If the supplier becomes aware of accidents, events or incidents that are relevant to the product safety of the delivery item, it is obliged to notify the Buyer in writing without undue delay.

19. Intellectual property

19.1. Caliqua retains all rights to all documents, plans, sketches, software, calculations etc. made available to the supplier. Without the prior written consent of Caliqua, these may not be used or duplicated for any purpose other than the performance of the contractual services. The rights to the work results of the supplier transfer to Caliqua. The supplier grants Caliqua the freely transferable and unrestricted right of use to the delivery item without limitation (including maintenance and replacement) free of charge. Caliqua will obtain an unrestricted right of use to third-party rights. Caliqua may make copies of software for the purposes of back-ups and archiving. These services are covered by the contractual consideration.

20. Non-disclosure, rights to information, industrial property rights

20.1. The supplier is obliged to keep information (technical documents, plans and drawings) received from the Buyer in connection with an order confidential and ensure that the information is not shared with third parties. This obligation remains in effect for five years after termination of the contractual relationship.

20.2. The supplier must restrict access to this information to those of its employees and personnel who need the information in order to carry out their tasks in connection with the processing and fulfilment of an order.

20.3. This non-disclosure obligation does not apply if information (a) was public knowledge when it was received; or (b) was already known to the supplier; or (c) is disclosed to the supplier by a third party without violation by the third party of a non-disclosure obligation. In these exceptional cases, the supplier may use the information as long as the information is not subject to any other legal protection. If the supplier wishes to claim that one of these exceptional cases applies, the burden of proof is on the supplier.

20.4. The supplier is obliged to follow all instructions issued by the Buyer related to the use and storage of information. In particular, it will immediately return information received from the Buyer at the request of the Buyer and not retain any copies or other reproductions. The supplier will erase information stored in data processing systems or on its data storage media, and provide written confirmation that the information has been erased.

20.5. Publications (such as the use of information for advertising purposes, in particular on the internet or in reference lists) require the prior written consent of the Buyer.

20.6. The supplier recognises that the Buyer retains the rights to the information.

20.7. The Buyer retains and/or has all property rights (intellectual property rights) in connection with the information.

20.8. The supplier guarantees that the delivery item is free from industrial property rights (intellectual property rights) of third parties. The supplier indemnifies the Buyer against all legally established claims of third parties for damages in connection with the infringement of rights through the use of the delivery item, and reimburses the Buyer the necessary and documented costs of legal defence.

20.9. The supplier undertakes not to enter into any business relationships with customers of the Buyer concerning the subject matter of the contract for the duration of the order processing.

21. Liability insurance

21.1. The supplier is obliged to take out liability insurance with cover of at least EUR 3.5 million or CHF 5 million and provide evidence that the cover exists if prompted to do so.

22. Data protection

22.1. The supplier ensures that the relevant data protection and security regulations are observed. In particular, the supplier is obliged to process personal data that has been transferred or made accessible to it only to the extent necessary and only for the purposes necessary in order to perform the contract. Furthermore, the supplier will implement the necessary technical and organisational measures to guarantee data protection and data security, and ensure that employees and third parties adhere to the relevant provisions. The supplier authorises the Buyer to process personal data and share personal data with third parties in Switzerland and abroad for the purposes of order processing and cultivation of business relationships.

23. Force majeure

23.1. The agreed deadlines will be extended accordingly in the event of force majeure or if any other unforeseeable or unavoidable event occurs. Industrial action, operational disruptions or a lack of energy or raw materials do not count as force majeure.

24. Place of fulfilment, place of jurisdiction and applicable law

24.1. The place of fulfilment for the delivery item is the destination as set out in the contract or the domicile of the Buyer.

24.2. The courts at the domicile of the Buyer have the jurisdiction to hear disputes arising from an order. The Buyer also reserves the right to make a claim against the supplier at its own domicile or at the place of fulfilment.

24.3. Orders are subject to the applicable substantive law at the domicile of the Buyer. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention, CISG) from 11 April 1980 does not apply.

25. Final provisions

25.1. Any changes to the order (including all agreed components) or these General Terms & Conditions of Purchase must be in written form in order to be effective. Verbal agreements concerning a waiver of the written form requirement are null and void.

25.2. If any provision of the contract or these terms and conditions proves ineffective, either fully or in part, the parties will replace the provision with a new provision that best approximates the legal and economic purpose of the original provision. This does not affect the effectiveness of the remaining provisions of the order or these terms and conditions.

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