

## General Terms and Conditions for Orders from Kurita Switzerland AG

### 1. Subject matter and scope of application

- 1.1 These "General Terms and Conditions" are an integral part of every order (hereinafter referred to as ORDER) placed by Kurita Switzerland AG (hereinafter referred to as CUSTOMER).
- 1.2 By confirming the ORDER, the SUPPLIER acknowledges having received all information necessary for the execution of the ORDER from the CUSTOMER and accepts these "General Terms and Conditions".
- 1.3 In case of discrepancies between the clauses of the ORDER and the "General Conditions", the clauses of the ORDER shall prevail over the clauses of these "General Conditions". The SUPPLIER's general terms and conditions shall only apply if expressly referred to in the ORDER.

### 2. Shipment and delivery

- 2.1 The packaging, shipment and transportation of the goods shall be carried out under the entire responsibility and at the expense of the SUPPLIER. The SUPPLIER shall take all necessary precautions to properly protect the goods for transportation (packaging, insurance) and deliver them to the agreed address. Each delivery bill (in 2 copies) must be clear and easy to understand and must explicitly state the Kurita ORDER number. Unless otherwise instructed, the transfer of risk shall take place upon receipt of the goods by the CUSTOMER.

### 3. Delivery period and non-observance of the delivery period

- 3.1 The delivery deadline shall be considered to have been met when the material has been transported to the recipient, if necessary after testing, the acceptance has been completed and the material corresponds to the ORDER.
- 3.2 The SUPPLIER shall be obliged to respect the deadline for the delivery of the goods or for the completion of the work entrusted to it as specified in the ORDER. It shall be responsible for any delay, including delays by subcontractors who have no contractual relationship with the CUSTOMER. In accordance with Art. 102 SCO, the SUPPLIER shall be in default after expiry of the deadline.
- 3.3 If the SUPPLIER is delayed for any reason or due to force majeure (Art. 97 et seq. SCO), the SUPPLIER is obliged to inform the CUSTOMER immediately. In the event of non-compliance with the agreed delivery date or delivery period, the SUPPLIER shall pay a contractual penalty to the CUSTOMER, the amount of which shall be specified in the ORDER. Payment of the contractual penalty shall not release the SUPPLIER from compliance with its contractual obligations. Further damages are expressly reserved and may be claimed in addition to the payment of the contractual penalty.

### 4. Warranty for defects

- 4.1 Unless otherwise specified in the ORDER, the warranty period shall be 24 months from the date of acceptance or (if agreed) from the date of commissioning.
- 4.2 By way of derogation from the statutory provisions, the CUSTOMER may invoke defects found during the entire warranty period.

Until the expiry of the warranty period, the SUPPLIER shall take all necessary measures at its own expense to ensure that the material and installations meet the CONTRACT requirements. For parts repaired or replaced during this period, the original warranty period shall then begin again. The warranty also covers parts supplied by any subcontractors.

### 5. Further Provisions

- 5.1 The SUPPLIER is obliged to provide the CUSTOMER with the necessary documents (in 3 copies) for the installation, operation and maintenance of the delivered material upon delivery.
- 5.2 All documents provided by the CUSTOMER shall be treated confidentially and returned to the CUSTOMER upon delivery.
- 5.3 The SUPPLIER guarantees the CUSTOMER against any forgery and any infringement of copyright that may result from the use of material, plans, documents and information.
- 5.4 Any addition, specification, amendment or supplement to the ORDER must be made in writing to be valid. Any contractual gap shall be filled in accordance with the contractual provisions and these "General Terms and Conditions".

### 6. Price and terms of payment

- 6.1 The price, taxes, rebate and discount as well as the terms of payment are set out in the ORDER. A price increase by the SUPPLIER after the order has been placed is only possible on the basis of an express written agreement between the parties.

### 7. Place of jurisdiction and legal conflicts

- 7.1 The parties agree to the exclusive application of Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, the Convention on the Law Applicable to International Sales Contracts for Tangible Movable Property and the Swiss Private International Law (IPRG). The place of jurisdiction for all litigation in connection with an ORDER placed by the CUSTOMER, including the formation, interpretation and validity of the order or the application of these General Terms and Conditions, is exclusively Allschwil.