

General Purchasing Conditions (GPC) of Büchi AG

1. SCOPE AND VALIDITY

- 1.1. These General Purchasing Conditions ("GPC") shall govern the purchase of goods, deliverables provided under a contract for work and services (each "Deliveries") as well as services ("Services"; together with the Deliveries the "Deliverables") from a supplier ("Supplier") by Büchi AG ("Büchi").
- 1.2. Should Büchi source from a Supplier Deliverables subject to these GPC, these GPC shall also apply to all future Deliverables that Büchi receives from the Supplier. The most recent version of the GPC shall always be applicable.
- 1.3. In order for the GPC to apply, it is not necessary that they are referred to in the Contract.

2. CONCLUSION OF THE CONTRACT AND ELEMENTS THEREOF

- 2.1. Quotations of the Supplier shall be made free of charge.
- 2.2. A contract ("Contract") shall be concluded as follows: by means of issuance of a written order by Büchi to the Supplier or by means of mutual execution of a contractual document. The specifications referred to in such documents shall be binding.
- 2.3. Deviations from these GPC shall only be valid if they are expressly referred to as such in the order or in the Contract.
- 2.4. General terms and conditions of the Supplier shall be expressly excluded, even if they are submitted by the Supplier with an order confirmation.
- 2.5. Regarding the conditions of delivery, the transfer of risk and the allocation of additional costs, the Incoterms (2010) indicated in the Contract shall be part thereof. Absent any other agreement to the contrary, the rule DDP at the seat of Büchi (Uster, Switzerland) shall apply. In case of contradictions between the Contract and the applicable Incoterms or, as the case may be, the GPC and applicable Incoterms, the Contract or, as the case may be, the GPC shall prevail.
- 2.6. Acceptance of Deliverables, the placing of further orders, or any other actions by Büchi within the scope of the commercial

relationship shall not constitute tacit or implied acceptance of the Supplier's general terms and conditions.

3. CONDITIONS OF DELIVERY, TRANSFER OF RISK AND ADDITIONAL OBLIGATIONS

- 3.1. Subject to an agreement to the contrary, Deliveries shall be governed by the agreed Incoterms (clause 2.5).
- 3.2. Büchi shall assume ownership at the time that the benefit and risk are transferred pursuant to the applicable Incoterms (clause 2.5).
- 3.3. Deliveries shall be packaged properly and in accordance with the applicable regulations, and shipping documents including information as is customary in the business shall be enclosed to each Delivery (including order number, release number and Büchi article number where applicable; all items shall be clearly designated or, as the case may be, identifiable).
- 3.4. Deliveries shall be complete. The provision of any documentation relating to the goods or, as the case may be, Deliverables pursuant to clause 9 is required so that a Delivery or Deliverable is deemed to be complete. Over-, under- or partial Deliveries and Deliverables shall only be permitted with the consent of Büchi.
- 3.5. Services shall be documented in the common form. If Services are to be invoiced on a time and material basis, such Services shall be reported with detailed information indicating person, date, content and duration of the respective Services.

4. EMPLOYEES, SUBCONTRACTORS AND SUB-SUPPLIERS

- 4.1. The Supplier shall employ only qualified employees and observe the legal provisions concerning the protection of employees as well as social insurance law, tax law and immigration law.
- 4.2. The involvement of subcontractors shall require the prior written consent of Büchi. The Supplier shall be responsible for Deliverables provided by such subcontractor as it is for its own.
- 4.3. Where Büchi and the Supplier agree to specific sub-suppliers for Deliveries, these

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shall only be replaced by the Supplier with the prior written consent of Büchi.

5. DATES AND DEFAULT

- 5.1. The Supplier shall provide the Deliverables pursuant to and in accordance with the agreed deadlines. It shall notify Büchi without delay about potential delays.
- 5.2. Should the Supplier fail to comply with a stipulated deadline including a calendar date, it shall – without notice – be in default.
- 5.3. Irrespective of the agreed Incoterms (clause 2.5), the date of arrival at the premises of Büchi in accordance with the Contract, i.e. in particular including the delivery of all relevant documentation (clause 3.4), shall constitute the delivery date.
- 5.4. Should the Supplier be in default, Büchi may assert the statutory rights of default. Furthermore, Büchi may assert a contractual penalty in the amount of 1% per week (with a total maximum of 5%). Payment of the contractual penalty shall not release the Supplier from its obligations in this clause. The claim for further damages by Büchi shall be reserved.

6. COOPERATION OF BÜCHI

Büchi shall create the conditions necessary for the Supplier to provide the Deliverables. Should Büchi be late with respect to its cooperation obligation, the Supplier shall notify Büchi in writing without delay. Creditor's default shall only apply after expiry of a scheduled, appropriate extension of time.

7. ACCEPTANCE

- 7.1. This clause 7 shall be applicable to any Deliverables of the Supplier (with the exception of those Deliverables which are exclusively subject to the law governing mandates).
- 7.2. Büchi will examine the Deliverables by the Supplier – in particular regarding the accordance with agreed specifications – within a reasonable period of time. Büchi shall notify the Supplier of complaints within a reasonable period of time.

7.3. Büchi shall be permitted to decline acceptance also in case of the occurrence of a majority of non-substantial defects.

7.4. An acceptance by Büchi shall be necessary in any case, in particular also if Büchi provisionally uses the defective Deliverables to avert further damages. The mere reception of the Deliverables shall never constitute an acceptance. If the executed acceptance is not notified to the Supplier by Büchi and if Büchi does not notify the Supplier of any complaint within a reasonable period of time, the respective Deliverables shall be considered to be accepted.

7.5. In case of defects, Büchi shall schedule a short extension of time to the Supplier to provide the Deliverable anew or, as the case may be, to effect subsequent performance. If the Supplier fails to do so or if Büchi declines to accept anew, Büchi may assert the statutory rights of default. In particular, Büchi is permitted to withdraw from the Contract and claim damages.

8. TOOLS AND DOCUMENTATION OF BÜCHI

8.1. Tools (including samples and models) as well as other documentation (e.g. plans and calculations) which Büchi makes available to the Supplier shall remain the property of Büchi and shall be clearly identified as such by the Supplier. The same shall apply to tools and documentation that the Supplier manufactured or had manufactured on behalf of Büchi and which Büchi had paid for directly or indirectly (factored into the price for the Deliveries).

8.2. If the Supplier is aware of defects of tools or other documentation, it shall notify Büchi without delay.

8.3. All intellectual property rights relating to tools or other documentation shall remain the exclusive property of Büchi.

8.4. Tools and documentation may only be used by the Supplier to carry out the orders of Büchi. They are to be returned to Büchi upon first request.

8.5. The Supplier shall use tools with due care and shall maintain the tools at its own expense. The Supplier bears the risk of loss or damage until the tools are returned to Büchi.

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9. DOCUMENTATION

- 9.1. The Supplier shall provide any relevant documentation concerning the Deliverables to Büchi. This includes in particular the documentation that is necessary or was explicitly agreed for the usage as well as all certifications of any kind.
- 9.2. The documentation shall be provided in English or German, at the free discretion of Büchi at the time of the order.

10. REMUNERATION AND INVOICING

- 10.1. Büchi shall pay the Supplier the remuneration as specified in the order. The remuneration covers all delivery costs pursuant to the applicable Incoterms rules (clause 2.5) (e.g. freight costs, duties, insurance costs) and, subject to any agreement to the contrary, all other ancillary costs, packaging costs, expenses, social benefits for employees, and taxes and levies associated with the Deliverable. Value Added Tax (VAT) shall be exempted and disclosed separately (if applicable).
- 10.2. Subject to any agreement to the contrary, the Supplier shall be remunerated by Büchi for legitimate invoices
 - after complete Delivery and acceptance or, as the case may be, provision of the Deliverable and acceptance (if an acceptance is applicable according to clause 7)
 - after the provision of the Serviceswithin a period of 60 days (strictly net) or, at the free discretion of Büchi, within 30 days (with deduction of 2% as a cash discount) from the date of receipt of the Supplier's invoice by Büchi.
- 10.3. The payment of the invoice shall neither implicate an admission of the proper execution, the acceptance or the absence of defects.

11. CHANGES TO DELIVERABLES AND ADDITIONAL SERVICES

- 11.1. Changes to Deliverables and the ordering of additional Deliverables shall require an additional order or a change to the original order by Büchi. The Supplier is obligated to notify Büchi in writing of this requirement prior to performance. If the Supplier fails to do so, no claim for remuneration will arise.

11.2. Furthermore, a claim for compensation regarding changes to Deliverables and additional Deliverables is excluded if the changes or additions are only of minor nature and can be provided by the Supplier without significant costs.

11.3. On request by Büchi, changes to Deliverables and additional Deliverables shall be provided on the basis of the same conditions and price basis, provided that they are related to the purpose of the subject of the existing Contract. A significant change of the extent of the order or the market situation, which requires a new pricing, remains reserved. If a price reduction can be achieved, Büchi shall have the right to receive such reduction.

12. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights relating to the Deliverables which are created or, as the case may be, provided in cooperation with Büchi, shall be the sole property of Büchi. The Supplier represents and warrants that the employees and subcontractors used by the Supplier have agreed to this assignment of rights.

13. COMPLIANCE AND REGULATORY MATTERS

13.1. The Supplier guarantees compliance with all applicable or agreed as applicable statutory provisions, directives, norms and other regulations. Büchi may request written documentation evidencing that the Supplier complies with provisions, directives, norms and other regulations.

13.2. This may include in particular the areas of environmental law, health, safety and employee safety regulations, provisions against child labour, import and export restrictions, competition and anti-trust law, and anti-corruption and anti-bribery provisions.

13.3. The Supplier has knowledge of all technical standards and regulations applicable to the Deliverables.

13.4. In the event of non-observance of this GPC provision by the Supplier, Büchi is permitted to terminate the Contract without notice.

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14. QUALITY

- 14.1. Deliverables shall meet the quality requirements of Büchi and all applicable norms. The Supplier shall comply with the agreed or customary regulations for quality assurance, maintain an appropriate quality management system and examine the quantity and quality prior to delivery to Büchi. Büchi as well as any supervisory bodies shall be entitled to inspect production and quality assurance on site at any time.
- 14.2. The Supplier shall keep all quality-relevant documentation (including any test results) for a period of at least 13 years in an audit-proof manner. Büchi shall have unrestricted access to this documentation during this period.

15. WARRANTY

- 15.1. Complaints of defects may be asserted for the duration of the entire warranty period. In particular the receipt, the acceptance of Deliverables (according to clause 7), failure to carry out a quality control or provide notification of a defect, or payment of remuneration do not constitute an acceptance of defects or waiver of the warranty rights.
- 15.2. The Supplier guarantees that all Deliveries and Deliverables which are subject to the law of the contract for work and services have the agreed, warranted and required properties. The warranty period shall be 2 years. Legal provisions concerning deception remain reserved. The warranty period shall begin at the time of acceptance (if an acceptance according to clause 7 is applicable) or, as the case may be, with the provision of the Deliverables (in any other case).
- 15.3. During the warranty period, Büchi shall be, with respect to defects notified during such period, entitled to the remedy of defects free of charge or, at the free discretion of Büchi, a replacement Delivery or Deliverable free of charge. If more than 10% of a Delivery or, as the case may be, Deliverable – in each case if such Delivery or Deliverable is subject to the law of the contract for work and services – is defective, Büchi may request a full replacement Delivery or Deliverable. The costs of the return shipment and subsequent delivery

shall be borne by the Supplier. A new warranty period shall begin when the defect is remedied (or with replacement Delivery/Deliverable).

- 15.4. After a notification of defect has been made, the Supplier shall, within a maximum period of 5 business days, provide Büchi with a proposal to limit the damages, an initial root cause analysis and an action plan to remedy the defect. After the defect has been remedied, the Supplier shall confirm the effectiveness of the measures taken as well as measures to prevent a recurrence.
- 15.5. Where the Supplier is unable to remedy a defect, Büchi shall, after setting a reasonable deadline, be entitled to remedy the defect at the expense of the Supplier and without the authorization of a court either by itself or by a third party (substitute performance), a reduction of the price corresponding to the impact in value or to withdraw from the Contract. The claim for damages shall be reserved in all cases.
- 15.6. Should a defect exist in several products of the same type (series defect, epidemic defect), the warranty claim of Büchi shall extend to all measures (including possible replacement of all products of the same type, service and travel costs, costs related to a recall or confidential refurbishment) that are necessary or reasonable pursuant to the applicable quality assurance regulations, and the Supplier shall bear all costs resulting therefrom.

16. THIRD PARTY RIGHTS

The Supplier guarantees that the Deliverables do not violate third party intellectual property rights. If a claim is brought against Büchi by third parties, the Supplier shall be obliged to restore a lawful state of affairs within a period specified by Büchi. If it does not succeed or there is no prospect of success, Büchi may, under reimbursement of payments already made, withdraw from the Contract and claim damages. Büchi shall also be entitled to demand from the Supplier that it enters into the dispute at its own expense. The warranty period for such claims resulting from an infringement of third party rights is 10 years.

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17. LIABILITY, DAMAGES AND INSURANCE

- 17.1. The Supplier's liability shall be governed by the statutory provisions.
- 17.2. If a claim is brought against Büchi by third parties or government authorities in connection with the Supplier's Deliverables (e.g. product liability), the Supplier shall be obligated to indemnify Büchi. The indemnification shall include all costs related to the claim (e.g. costs for recalls).
- 17.3. Irrespective of any shorter warranty periods, claims for damages fall under the statute of limitations of 10 years after the claim arises.
- 17.4. The Supplier shall be obligated to maintain an appropriate liability insurance. Büchi may at any time request proof of such coverage.

18. NON-DISCLOSURE AND DATA PROTECTION

- 18.1. The Supplier undertakes to maintain confidentiality of all of Büchi's information and data that becomes known to it in connection with or in relation to the Contract (e.g. project documents, drawings, samples, models, tools etc.) including the conclusion of the Contract, its content and the business relationship itself. Information that is generally known or lawfully acquired by the Supplier independently of the contractual relationship shall not be deemed to be confidential. Statutory disclosure requirements are reserved.
- 18.2. If the Supplier is assigned to manufacture products according to the specification of Büchi (in particular contract manufacturing), the following rule shall also be applicable: The Deliverables and all related aspects are also subject to confidentiality. Thus, the Deliverables (e.g. goods) shall – in particular – not be made accessible to third parties.
- 18.3. The confidentiality obligation shall also include the prohibition of use of information, or, as the case may be, Deliverables for non-contractual purposes and shall survive the termination of the Contract as long as an interest in confidentiality by Büchi exists.
- 18.4. The Supplier shall ensure that its employees, associates and subcontractors are

also bound to confidentiality. The confidentiality obligations shall at least correspond to this clause of the Contract.

- 18.5. If the Supplier notices that confidential information or confidential Deliverables were acquired by a third party without authorization, it shall notify Büchi in writing without delay.
- 18.6. Büchi is entitled to request from the Supplier that it shall destroy any recordings regarding confidential information or confidential Deliverables and shall confirm the destruction in writing as soon as and as far as the confidential information are not or no longer needed by the Supplier to execute the Contract.
- 18.7. In case of violation of the duties included in this clause, Büchi is entitled to claim damages.
- 18.8. Existing confidentiality obligations between Büchi and the Supplier regarding confidential information are reserved.
- 18.9. The Supplier undertakes to process personal data in accordance with the applicable data protection legislation.

19. FINAL PROVISIONS

- 19.1. Changes of or amendments to the Contract or the GPC require the written form and the signature by both parties.
- 19.2. The invalidity or voidability of any provision or any provisions of a Contract do not render the other provisions invalid. In case of such invalidity or voidability, the parties seek to replace the invalid or voidable provision with a different valid and enforceable provision, which resembles as close as possible the legal and economic content of the replaced provision. The same applies if the Contract is incomplete.
- 19.3. Transfer of a contractual relationship or the assignment of claims by the Supplier requires the written consent of Büchi.
- 19.4. The Contract and any occurrences regarding property law relating to the Contract shall be subject exclusively to the material laws of Switzerland under the exclusion of the United Nations Convention dated 11 April 1980 on the International Sale of Goods.

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- 19.5. The courts at the domicile of Büchi shall have jurisdiction with respect to any and all disputes arising from or in connection with the Contract. Moreover, Büchi shall be entitled to assert its own claims at the Supplier's place of domicile.