

## 1. Contract Execution / Formalities

1.1. The following general terms and conditions of purchase (hereinafter "General Terms") apply to the legal relationship between the ("Supplier") and Multigraf AG (hereinafter "Multigraf"). Supplier shall mean any person, firm or company to whom Multigraf's purchase order is issued. The General Terms form an integral part of the agreement between Multigraf and the Supplier ("Agreement") when the General Terms are expressly specified as a part of the Agreement but also when Multigraf refers to the General Terms whether as an appendix or as in the order or as information to the link on the website of Multigraf. Deviations from the General Terms or additional delivery conditions of the Supplier are only valid for our purchases if and to the extent that they are explicitly acknowledged in writing by Multigraf. Any implicit or explicit acceptance of the contractual objects shall not be deemed recognition of the Supplier's terms and conditions.

1.2. In the event of any conflict between the different contract documents, the following Order of Precedence shall apply:

1. the contracts signed by both parties;
2. the Multigraf order;
3. the General Terms;
4. the request by Multigraf for an offer;
5. the Supplier's offer;
6. the Supplier's terms and conditions of sale.

## 2. Offers of the Supplier /Orders by Multigraf

2.1. Quotes, offers, samples or demonstrations shall be free of charge for Multigraf. Unless otherwise agreed, the Supplier shall remain bound by its quotation for at least 2 months. They must comply with the descriptions and targets of Multigraf and in the event of deviations these must be expressly referred to. The Supplier shall disclose to Multigraf all circumstances which are of importance for the quotation or the work or service ("Deliverable").

2.2. Until an order is placed, Multigraf may decide not to proceed with a quotation without incurring any obligation or financial consequences.

2.3 The sketches, drawings, commentaries, specifications etc. attached to the order and initialed by Multigraf form an integral part of the order.

2.4. The Supplier must acknowledge in writing receipt of the order and the delivery date without delay and no later than after 5 business days.

## 3. Deliverables / Changes in the Deliverables / Spare Parts

3.1. The Supplier shall make sure to obtain in time all information required for the fulfillment of its contractual obligations as well as for the use of its Deliverables intended by Multigraf.

3.2. Multigraf may request from the Supplier necessary modifications of the Deliverables in construction and realization. The Supplier must implement the modifications

within an appropriate time period. The parties shall mutually agree on the increased or decreased costs as well as the delivery date of the Deliverables, and in case no agreement can be reached Multigraf shall take an appropriate decision.

3.3. The Supplier ensures and warrants that he can supply the Deliverables or spare parts to Multigraf at reasonable conditions for a time period of 10 years after the last order.

3.4. Notice of an earlier cessation of the manufacturing of the Deliverables or a part thereof by the Supplier or its subcontractors must be given to Multigraf in time in order to enable Multigraf to place a final order for sufficient quantities. In the event of a breach of this obligation, Multigraf is authorized, regardless of any patents or other rights, to have the Deliverables manufactured for its own use without compensation of the Supplier and to use samples and drawings of the Supplier for this purpose. The Supplier shall give to Multigraf the corresponding documentation at least in regard to parts which it manufactures itself.

## 4. Prices / Payment Conditions

4.1. The agreed prices are fixed prices in the agreed currency (if not agreed: CHF) and shall remain unchanged and do not include value-added tax (VAT). Unless otherwise agreed, payments shall be made within 60 days net from the receipt of the Deliverables as per contract and a correct and verifiable invoice. In case of accepted early deliveries, the period begins at the earliest of the agreed Delivery Date.

4.2. In the event of payment of the invoiced amount within 14 days of receipt of the invoice, Multigraf shall be entitled to a discount amounting to 2% of the invoiced sum excluding taxes which are to be stated separately, if missing the invoiced amount shall be the determining factor.

4.3. Multigraf will only process invoices that comply with the Swiss VAT regulations and include following details:

- a. Invoice- and delivery address as stated in the order incl. Multigraf VAT-ID No.
- b. Multigraf order number and date of order
- c. per supplied article: Multigraf article number, quantity, price per sales unit, total price, currency
- d. Full amount of the invoice
- e. Number of the delivery note, date of delivery
- f. Country of Origin of the goods
- g. Complete and accurate description of goods incl. Harmonized System (HS)-Code

4.4. The choice of payment methods (e.g. check or credit note or wire transfer) remains up to Multigraf. If a Supplier issues more than 300 single invoices per year, the Supplier undertakes to implement the electronic EDI billing system (INVOIC) or similar in collaboration with Multigraf.

4.5. The Supplier shall not transfer to, or have collected by, third parties' claims against Multigraf.

4.6. Advance payments will be made by Multigraf only against reasonable security (e.g. bank guarantee).

## 5. Delivery Conditions / Transfer of Ownership and Risk

5.1. The Supplier shall ship the Deliverables DAP (Incoterms 2010) to the headquarters of Multigraf in CH-5630 Muri AG unless specified otherwise, including packing and protection. A delivery note in duplicate shall be included in each delivery. The delivery note must include the delivery quantity, purchase number and article number of Multigraf.

5.2. For an agreed delivery according to FCA or FOB (Incoterms 2010), the commercial invoice, the number of packages and their weight together with a precise designation of the products delivered must be given to Multigraf and the freight forwarder specified by Multigraf in a timely manner. In case of agreed FCA or FOB delivery terms, the Supplier has to ensure that the loading-process (of the Deliverables) onto the carrier is insured by the Supplier.

5.3. In any event the Supplier is responsible for ensuring that the goods description on the commercial invoice is complete and accurate, and that the documents comply with the Swiss custom regulations. The Harmonized System (HS)-Code for each article must be specified on the commercial invoice. In the event the requested shipment documents and agreed other documents (together "Documents") are not delivered correctly or in time, the Deliverables shall be stored at the Supplier's charge and risk until remedied and receipt of the correct Documents.

5.4. The Deliverables are to be packed in an appropriate and standard commercial manner corresponding to the security regulations at the place of destination. Multigraf is authorized to stipulate the type and manner of packing. In the event that Multigraf sends back the reusable packing freight paid to the Supplier, Multigraf has a right to a refund in the amount of the value of the packing material.

5.5. Benefit and risk are transferred with the Deliverables upon delivery to Multigraf at the agreed place of delivery according to paragraph 5.1.

## 6. Subcontracting

6.1. If the Supplier intends to arrange for the Deliverables or parts thereof to be produced by third parties, he must obtain the timely consent in writing of Multigraf naming the subcontractor.

6.2. The Supplier undertakes to require his subcontractors to respect the obligations of secrecy imposed by Multigraf to that same extent (see Section "Confidentiality / Intellectual Property").

## 7. Provision of materials by Multigraf

Materials, parts, tools, measuring tools or similar which are made available by Multigraf to perform the Deliverables remain the property of Multigraf even after working or processing. They are to be identified and stored separately.

Unused material is to be returned on request or deducted at market prices, so reducing the price of the Deliverables.

## 8. Delivery lead-time and consequences of delay, quantity delivered, withdrawal from the contract

8.1. Multigraf expects delivery to be made at the agreed time. The agreed delivery time determines the day of expiry according to Art. 108 OR. Early delivery is possible only with the prior consent of Multigraf. Multigraf reserves the right that costs (storage costs, transport costs, etc.) arising from the early delivery may be deducted from the purchase price or invoiced.

8.2. Timely delivery is deemed to have been made if it has been received at the agreed time during the normal acceptance hours in a regular manner by a person holding due authority at the place of destination.

8.3. If the Supplier is obliged to assume that the delivery cannot be made in whole or in part on time, he must notify Multigraf of that fact, stating the reasons and the presumed duration of the delay. The Supplier undertakes to make all reasonable endeavors to avoid delivery delays, remedy them or procure replacements from third parties. The Supplier may only refer to the absence of necessary documents which Multigraf must supply etc. if he has requested their provision in good time or notified their absence without delay if agreed dates were set for them to be provided.

8.4. Timely delivery is of central importance to Multigraf. Regardless of the question of liability or evidence of prejudice, the Supplier undertakes to pay 0.5% of the purchase price for each working day of late delivery, subject to a maximum of 10% as a contractual penalty. Shortages of raw materials and delays on the part of suppliers and subcontractors are not regarded as acts of god (force majeure). In addition, Multigraf reserves the right to enter full claims for further prejudice in compliance with the statutory provisions.

8.5. When a delay begins, Multigraf reserves the right to withdraw from the purchase contract at any time and to award the contract to a third party. In that case, the Supplier must refund all the payments already made plus interest on late performance at the rate of 5%. The right to claim compensation for further prejudice is reserved in compliance with the statutory provisions.

8.6. Deliveries in excess or short of the ordered quantity may only be made with the prior written consent of Multigraf. Multigraf reserves the right to return the unordered excess amount at Supplier's cost without prior warning and/or that costs (storage costs, transport costs, etc.) arising from the unordered excess amount delivered may be deducted from the purchase price or invoiced.

8.7. Multigraf further reserves the right to reduce the order or withdraw from the contract at any time without stating reasons, against payment of proven

costs which have been incurred. Further claims for compensation by the Supplier will be declined to the extent permitted by law.

### 9. Confidentiality / Intellectual Property

9.1. The Supplier shall treat as confidential all received or accessible facts, data and information which are not public or generally accessible. This duty of confidentiality shall also apply before the contract is signed and after the end of the contractual relationship. The Supplier shall apply this duty of confidentiality to its employees, subcontractors and to any other third parties engaged. Such Confidential Information shall not be disclosed to third parties without Multigraf's express consent. Confidential Information shall be used exclusively for the manufacture, deliveries and / or services based on the order. The Supplier must not without prior written approval of Multigraf advertise its business relationship to Multigraf.

9.2. The Supplier must safely store and maintain the Confidential Information made available to it as well as respective copies at its own costs and at any time upon request of Multigraf immediately return the Confidential Information or destroy them, however at the latest when the Supplier terminates its activities for Multigraf. The Supplier is not entitled for whatever reasons to a right of retention. The Supplier shall confirm the complete return or destruction of the Confidential Information in writing.

9.3. All drawings and further documents (on paper, electronically stored or transmitted) produced by the Supplier in performing its obligations under the Agreement and any order, and the copyright and other intellectual property rights in all such drawings and documents, shall be the exclusive property of Multigraf. If the Supplier manufactures the Deliverables in accordance with Multigraf's instructions, any intellectual property rights, in particular copyright and patents arising as a result of the manufacture, shall belong exclusively to Multigraf. The Supplier undertakes to supply copies of all such drawings and further documents to Multigraf, and also at any time on the request of Multigraf to sign any further documents or perform any other act reasonably necessary to perfect Multigraf's ownership of such intellectual property rights including in particular copyrights. If, under applicable law, it is not possible to transfer ownership of copyright or any other relevant intellectual property right, the Supplier hereby grants, and agrees to grant formally if necessary, the exclusive right and license to copy and/or exploit such intellectual property rights.

9.4. The Supplier shall, defend and hold Multigraf harmless for any claim against Multigraf on account of the infringement of intellectual property rights, including patents and copyrights, that may be raised in connection with the Deliverables supplied by the Supplier.

9.5. The Supplier undertakes to observe the provisions of Swiss data protection legislation as well as the General Data Protection Regulation (GDPR) of the EU. It agrees to take all reasonable economic, technical and organizational steps to protect data acquired in the course of the contract

against unauthorized access by third parties or further processing.

9.6. In the event of a breach against any confidentiality or obligations with respect to intellectual property rights liquidated damages in the amount of CHF 25'000.- are due immediately for each case of infringement. In addition, Multigraf shall be entitled to specific performance, further damages and injunctive or equivalent relief and further claims provided for by the law.

### 10. Quality Guarantee / Control of incoming goods

10.1. The Supplier warrants that the Deliverables shall be free from defects affecting their value or usability, that they have the agreed upon characteristics, they conform to the specifications and documentation (including documents and specifications) provided to the Supplier, that material and performed work are unobjectionable and that the delivery and use of the Deliverables do not infringe any property rights of a third party. Supplier shall observe in supplying the Deliverables all governing standards, laws and regulations, in particular also the governing regulations in regard to environmental protection, hazardous substances and goods, and accident prevention at the destination as well as the compliance with the generally recognized safety technology and occupational health rules. The Supplier must inform Multigraf of the required official permits and registration obligations for the import and operation of the Deliverables.

10.2. In the event that the characteristics demanded by Multigraf or the given specifications for the agreed usage of the Deliverables are inappropriate the Supplier shall immediately give written notice to Multigraf. It is the Supplier's responsibility to detect such events.

10.3. The Supplier is liable for its sub-suppliers in the same manner as its own deliveries and services.

10.4. The Supplier shall maintain a quality assurance system, which shall in particular contain a regular quality inspections as well as an inspection of outgoing goods. The Supplier must draw up records on this and provide them to Multigraf upon request.

10.5. Modifications to the Deliverables, raw materials or to the manufacturers processing require Multigraf's prior approval. The Supplier shall notify Multigraf proactively of any nonconforming processes and products. The Supplier shall protect and safeguard electronically in a readable format and / or in paper form all development and / or manufacturing documentation and drawings for 10 years. Should the working relationship between Multigraf and the Supplier be terminated, the Supplier shall give to Multigraf all development and / or manufacturing documents and drawings (including documents and specifications).

10.6. Multigraf shall not be obliged to inspect the Deliverables or parts thereof immediately. Defects will be notified after detection.

### 11. REACH and ROHS / Conflict Minerals / CE conformity

11.1. The Supplier shall comply with the requirements according to Regulation (EC) 1907/2006 (REACH Regulation) as foreseen in the latest version. In particular, the Supplier assures that the registration for substances is done.

11.2. The Supplier informs Multigraf without delay in writing if Deliverables to Multigraf contain substances listed in the candidate list for SVHC as foreseen in the latest version. The Supplier releases Multigraf from any liability in connection with the violation of the REACH regulation or indemnifies Multigraf for damages resulting from or in connection with the failure of the Supplier to comply with the regulation.

11.3. The Supplier shall ensure that the Deliverables fully comply with the requirements of Directive 2011/65/EU and 2015/863/EU ("RoHS") as foreseen in the latest version.

11.4. The Supplier shall source materials only from verifiably certified smelting companies or distributors and purchasing only products that are verifiably free from conflict minerals from its suppliers.

11.5. Prior to the first delivery or anytime thereafter upon request, the Supplier, if applicable, must provide Multigraf with a legally binding, signed CE-declaration and a Certificate of Origin for the Deliverables. The supplier must notify Multigraf without delay and unrequested, in writing, if the information stated in the Declaration of Conformity or in the Certificate of Origin for the Deliverables is no longer correct.

### 12. Access, Inspection and Participation Rights

The Supplier shall grant to Multigraf, its customers, as well as - if necessary - additional authorities anytime during normal business hours access to its premises and the right of inspection of all documentation (electronic and/or paper) relevant in connection with the Agreement. The Supplier ensures by means of corresponding agreements with its partners and subcontractors that access to them, inspection and participation rights are likewise granted.

### 13. Liability for Defects / Reimbursement for Expenses / Guarantee Period / Insurance

13.1. Before consignment, the Supplier shall carefully verify that the Deliverables coincide with the Multigraf order. The warranty and guarantee period for the Deliverables shall be 24 months from the date of receipt respectively commissioning of the Deliverables by Multigraf. Within the warranty and guarantee period of 24 months Multigraf shall be released from the obligation to immediately inspect the Deliverables and initiate a notice of defect upon receipt. For repaired or replaced Deliverables, the warranty and guarantee period shall start a new from the date at which they are put into operation.

13.2. The claims of Multigraf shall have the statutory rights, unless not otherwise agreed hereinafter. In the event of a

defect, Multigraf may opt to terminate the contract by means of a change or demand a replacement delivery of faultless goods. In the event of risks with regard to the operational security, to preventing damages or to maintaining the supply of Multigraf, Multigraf may remedy the defect itself or have the defect remedied by third parties. The Supplier shall bear the costs for such remedies. The Supplier shall be liable for all direct or consequential damages and expenses incurred by Multigraf due to defective Deliverables. The Supplier shall also compensate the expenses for the control of incoming Deliverables which exceed the usual extent provided that at least a part of the delivery is perceived as defective. This also applies to a partial or complete examination of Deliverables in the further course of business at Multigraf or its customers.

13.3. The Supplier shall also refund expenses of Multigraf or of its customers which arise in connection with early prevention, resistance or reduction of damages (e.g. recalls).

13.4. The Supplier shall also refund expenses and costs for indirect damages which Multigraf is obligated to pay by statutory law to its customers and which are caused by defective Deliverables.

13.5. In the event of disputes on defects, an expert opinion will be obtained. Unless otherwise agreed upon in writing, the opinion of the Swiss Federal Laboratories for Materials Testing & Research (EMPA) will be requested. The parties undertake to accept the findings of the agreed expert or the EMPA as the case may be. The costs of the expert opinion will be borne by the party at fault.

13.6. The Supplier is obligated for the duration of the supply relationship to maintain adequate insurance coverage in which all possible risks are taken into consideration. Upon request of Multigraf, proof must be provided.

### 14. Product Liability

14.1. Should an action be brought against Multigraf by a third party based on product liability law due to defective Deliverables, the Supplier shall Multigraf fully indemnify and hold harmless. Multigraf shall inform the Supplier as soon as it receives notice of such claims in order to be able to defend such claims. Multigraf may allow the Supplier to handle the litigation in case Multigraf concludes that the Deliverables delivered by the Supplier are the cause of the damage.

14.2. Should a product recall be required according to the assessment of Multigraf due to defective Deliverables, Multigraf shall inform the Supplier beforehand provided there is no imminent danger. The Supplier shall bear the costs of the recall if and to the extent the recall was necessary due to the defects of the Deliverables.

14.3. The claims of Multigraf against the Supplier in connection with product liability are subject to the

same statute of limitations as the claims of injured third parties against Multigraf, pursuant to the rules of the applicable product liability law.

## 15. Tools

15.1. Unless otherwise agreed, the Supplier shall transfer the ownership in the ordered tools to Multigraf upon payment. The tools must be marked by the Supplier as owned by Multigraf. As long as the tools are in the possession of the Supplier they remain borrowed by the Supplier. The Supplier shall dispose of the tools, transfer them or make them unable to function only with the prior written approval of Multigraf. The Supplier shall bear the costs of the maintenance, repair and replacement of the tools.

15.2. For co-owned tools, Multigraf is entitled to a preemptive right to the co-owned portion of the Supplier. The Supplier must use the tools which are in the ownership respectively joint ownership of Multigraf exclusively for the manufacture of the Deliverables.

15.3. Upon request of Multigraf, the Supplier must release the tools immediately to Multigraf. For tools which are co-owned, Multigraf must refund to the Supplier after receipt of the tools the present value of the co-owned portion of the Supplier. The Supplier does not have a right of retention in any case. The release obligation applies to the Supplier also in the event of an insolvency claim against it or of a longer term interruption of the deliveries. The Supplier must insure the tools as agreed and in the event no agreement has been reached, for the customary amount.

## 16. Software

Intellectual Property with regards to standard software in the Deliverables remains with the Supplier. A license for the intended use of the Deliverables is granted free of charge, in particular a non-exclusive license shall be granted to Multigraf. The Supplier furthermore is obliged to ensure that all the necessary rights and authorizations are available and conducted by the Supplier. He will be fully liable for claims and damages to Multigraf. In particular, if Multigraf is prosecuted by a third party because of usage of the software, the Supplier shall fully indemnify Multigraf against any claims.

## 17. Force Majeure / Longer Term Delivery Obstacles

17.1. Industrial disputes, riots, governmental measures and other unforeseeable and unavoidable occurrences release the Supplier and Multigraf from performance obligations for the duration of the disturbance and to the extent of its effect. The party affected must immediately inform the other contractual partner in detail and do everything reasonable in order to limit the effect of such an occurrence. The party affected must immediately inform the other contractual party of the end of the disturbance.

17.2. In the event of a longer term prevention from the delivery, suspension of payments or the initiation of insolvency proceedings, the rejection of the initiation of such a proceeding due to lack of assets or the initiation of a comparable proceeding against one of the parties, the other party is entitled to withdraw from the Agreement in

regard to the yet unfulfilled portion.

Should the Supplier be affected by one of the above mentioned occurrences, it will to the best of its ability support the shift of the production of the Deliverables to Multigraf or a third party including a licensing of the necessary commercial industrial property rights for the production at customary conditions.

## 18. Privacy Policy and Data Protection Provisions

18.1. Multigraf has the right to process and use the data collected during the conclusion of the contract to fulfill its obligations under the contract. Multigraf takes the measures that are required to secure the data in accordance with the law. The Supplier fully agrees to the storage and contractual use of his data by Multigraf and is aware that Multigraf is obliged and authorized on demand of courts or authorities to disclose data to this or third parties. If the Supplier has not expressly prohibited the usage of disclosed data, Multigraf may use the data for marketing and pass it on to its partners for advertising purposes. The data required for the performance of the Deliverable can also be disclosed to authorized service partners or other third parties.

18.2. Furthermore, the data protection provisions and privacy policy of Multigraf apply.

## 19. Place of Performance, Applicable Law, Place of Jurisdiction, Arbitration

19.1. Place of performance for deliveries and services is the destination specified by Multigraf.

19.2. Swiss law shall exclusively be applicable to this Agreement and the present General Terms with the exclusion of the Treaty of the United Nations regarding agreements for the international sale of goods (Vienna Convention on the Sale of Goods).

19.3. The exclusive place of jurisdiction is the court or courts with jurisdiction for Muri AG (Switzerland). Multigraf furthermore reserves the right to take legal action against the Supplier at ordinary places of jurisdiction.