

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Validity and scope

These General Terms and Conditions of Purchase (the “General Terms and Conditions”) apply to all requests for quotations, orders, purchases, deliveries and services carried out by Robert Laminage S.A. and any affiliated entity (hereinafter: “RLSA”) with its suppliers (the “Supplier”).

Any acceptance, confirmation, performance, even partial performance, or commencement of performance of an order from RLSA by the Supplier implies full and unconditional acceptance of these General Terms and Conditions.

These General Terms and Conditions shall prevail over any general or specific terms and conditions of the Supplier, unless expressly accepted in writing by RLSA.

Any general or specific terms and conditions of the Supplier are expressly excluded, even if RLSA does not expressly object to their application.

2. Request for quotation

By issuing a request for quotation, RLSA invites the Supplier to submit an offer. Offers submitted by Suppliers shall in no way be binding upon RLSA; they are provided for information purposes only, even when prepared in response to a request from RLSA.

The offer must in all cases refer to the request and comply with RLSA’s descriptions, requirements and objectives. In the event of discrepancies, the Supplier is required to draw RLSA’s attention to any difference between the request and its offer.

Where the Supplier does not expressly specify a validity period for its offer, the offer shall remain binding until written revocation thereof.

3. Control

Only a written order (by post or email) from RLSA may bind it. Any oral agreement, including in particular any additional services or any subsequent modifications to orders, shall only be valid if confirmed in writing by RLSA.

The performance of the order, in whole or in part, may not be subcontracted or transferred to a third party without RLSA’s prior written consent. Where applicable, the Supplier shall nevertheless remain responsible for ensuring that any subcontractor complies with these General Terms and Conditions.

4. Order confirmation

The order confirmation must be sent in writing to RLSA no later than two (2) weeks from the date of dispatch of the order. It shall in particular state the purchase order number, as well as the exact price(s) and delivery deadline(s).

Until notification of the order confirmation, RLSA may at any time, and without incurring any costs, cancel or modify the order.

5. Prices

The prices indicated in the order are fixed and are stated exclusive of tax (VAT excluded). They include all ancillary costs (e.g. transport, packaging, etc.).

The Supplier shall bear export, transit and import duties incurred during transport, but not consumption duties levied upon receipt of the goods.

The Supplier warrants that the commercial terms granted to RLSA remain competitive in relation to those generally applied for comparable volumes and conditions.

6. Order performance and delivery deadlines

Goods shall be dispatched in accordance with RLSA's instructions and in compliance with the order.

Delivery shall be accompanied by the EN 10204 3.1 material certificate and a duly completed delivery note, specifying in particular the type of goods, quantity, batch number, order number and date, as well as the delivery date. In the event of non-compliance, RLSA reserves the right to refuse the shipment or to store it at the Supplier's cost and risk until the Supplier has provided the information required for acceptance.

The Supplier is responsible for packaging and shall be liable for any damage resulting from defective or inappropriate packaging. Packaging shall only be returned if agreed, and any return shipment shall be at the Supplier's cost and risk.

7. Delivery deadlines

Where delivery deadlines are specified in the order, they are binding and correspond to the date of receipt of the ordered goods by the recipient at the delivery location specified in the order.

Any delivery made before the agreed date requires the prior approval of RLSA. In the absence of such approval, RLSA reserves the right to refuse delivery until the agreed date. RLSA also reserves the right to refuse any partial delivery.

If delivery has not taken place by the specified delivery date, the Supplier shall be in default without any further action required from RLSA.

In the event of the Supplier's default, RLSA may freely choose among the remedies provided for under Article 107(2) of the Swiss Code of Obligations (CO).

8. Transfer of ownership and risk

Ownership and risk relating to the order shall pass to RLSA upon delivery at the place agreed in the order. In the event of early or partial delivery, the transfer of ownership and risk shall only occur upon RLSA's express acceptance of the delivery.

9. Warranties and conformity

The goods shall be checked by RLSA upon receipt for quantity and any apparent defects.

RLSA shall notify the Supplier of any apparent defect or quantity issue within sixty (60) days following receipt of the goods.

Latent defects or defects not detectable during standard acceptance inspections shall be notified within thirty (30) days following their discovery.

The Supplier guarantees that the goods:

- a) conform to the agreed specifications, drawings, standards and requirements;
- b) are free from defects in workmanship, materials and non-conformity;
- c) comply with applicable regulations, in particular those relating to environmental, health and safety requirements;
- d) are fit for the purpose communicated to the Supplier or reasonably foreseeable.

Unless otherwise agreed in writing, the warranty period shall be twenty-four (24) months from RLSA's receipt of the goods.

In the event of replacement or rectification of the goods, a new twenty-four (24) month warranty period shall apply to the replaced or corrected items.

The Supplier shall bear all costs arising from defects in the goods, including in particular the costs of replacement, sorting, inspection, transport, dismantling, reassembly, recall, production stoppage, and reasonable administrative expenses incurred by RLSA.

10. Limitation of RLSA's liability

Subject to mandatory provisions of applicable law, RLSA shall be liable only for damages caused intentionally or by gross negligence.

RLSA's liability for indirect damages, loss of production, loss of business, loss of profits, loss of orders or consequential damages is excluded.

In any event, RLSA's total liability arising out of or in connection with an order or the performance of these General Terms and Conditions shall be limited to the amount actually paid to the Supplier under the relevant order.

RLSA's liability arising from the acts of its auxiliaries shall be excluded to the extent permitted by applicable law.

11. Invoicing and payment

The Supplier shall issue invoices in accordance with the invoicing conditions agreed between the parties. If no invoicing conditions have been expressly agreed, invoices shall be issued on the date of delivery of the goods.

Payment shall be made, in the absence of any contrary provision, within sixty (60) calendar days from RLSA's receipt of the invoices, but no earlier than sixty (60) calendar days after the date of final delivery of the goods.

Invoices shall comply with the wording and items of the purchase order and shall include the purchase order number, VAT information, and any other references required by RLSA.

In the event of non-performance or improper performance, RLSA reserves the right to withhold all or part of any payment until the Supplier has duly fulfilled its contractual obligations.

RLSA shall be entitled to set off any amounts owed to the Supplier against any amounts owed by the Supplier to RLSA, in whole or in part.

If RLSA is in default of payment, the Supplier shall not be entitled to suspend performance of its own obligations pending payment of the outstanding amounts. The Supplier shall nevertheless be entitled to charge default interest at the statutory rate.

12. Insurance

The Supplier undertakes to maintain adequate liability insurance covering risks related to the performance of its contractual obligations and to provide RLSA, upon request, with a certificate of insurance.

Such certificates shall be signed by the insurer and shall state the amount and scope of coverage, the insurance expiry date, and confirm that the insurance premiums have been duly paid. The Supplier shall immediately inform RLSA of any change that may affect the scope of the insurance coverage applicable under the contracts concluded between the Supplier and RLSA.

13. Force majeure

Neither Party shall be held liable for any delay or failure in performance resulting from an event reasonably beyond its control, including in particular natural disasters, armed conflict, pandemics, general strikes, energy supply interruptions or decisions of public authorities.

The affected Party shall inform the other Party without undue delay.

The obligations affected shall be suspended for the duration of the force majeure event.

If the force majeure event persists for more than three (3) months, RLSA may cancel all or part of the order without any compensation.

14. Confidentiality

All technical data, drawings, documents, software, and other information provided to the Supplier by RLSA shall be used exclusively for the purpose of performing the orders. Such data and information, including any updates, copies, or modifications thereof, shall remain the exclusive property of RLSA and may not be disclosed to any third party without RLSA's prior written consent; they shall furthermore be returned to RLSA upon first request.

Furthermore, the Supplier undertakes not to disclose, in any manner whatsoever, that it has entered into negotiations with RLSA or maintains contractual relations with RLSA, without RLSA's prior written authorisation.

The confidentiality obligations set out in this clause shall remain applicable for as long as the relevant information has not entered the public domain other than through a breach of these General Terms and Conditions.

15. Intellectual property

All drawings, plans, specifications, technical data, models, documents, tooling, software and other information provided to the Supplier by RLSA shall remain the exclusive property of RLSA.

The Supplier may use such items solely for the purpose of performing RLSA's orders.

Without prior written consent from RLSA, the Supplier may not:

- a) reproduce or disclose such items to third parties;
- b) use them for other clients;
- c) manufacture or have manufactured similar products for third parties on the basis of the materials provided by RLSA.

Tooling, equipment, technical developments and production resources financed wholly or partially by RLSA shall remain the property of RLSA, unless otherwise agreed in writing.

16. Sanctions/compliance

Regulatory compliance and international sanctions

The Supplier undertakes to comply with all applicable laws and regulations, in particular those relating to international sanctions, export controls, anti-corruption, human rights and environmental protection.

The Supplier guarantees that the goods supplied do not originate, directly or indirectly, from countries, entities or persons subject to applicable sanctions.

Any breach of this clause entitles RLSA to immediately terminate the relevant orders without compensation.

17. Continuity of supply

The Supplier shall inform RLSA as soon as possible of any circumstance likely to have a lasting impact on the availability, conformity or delivery deadlines of the goods.

The Supplier undertakes in particular to inform RLSA of the following:

- a) any discontinuation or significant modification of a product;
- b) any foreseeable supply disruption;
- c) any major change in process, material or production site.

The Supplier shall take all reasonable measures to ensure the continuity of supply to RLSA.

Any substantial change relating to raw materials, manufacturing processes, processing, subcontractors or production sites liable to affect the conformity, characteristics or performance of the goods shall be notified to RLSA in advance and may be subject to its prior written approval.

18. Data protection

The Supplier undertakes to comply with applicable data protection legislation. Personal data shall in particular be processed only for the purpose and to the extent necessary for the performance of the contract concluded between the parties. The Supplier undertakes to protect personal data processed in connection with the performance of the contract against any unauthorised access and to inform RLSA in advance in the event of any transfer of personal data.

19. Code of conduct

The Supplier undertakes to comply with, and shall ensure that its subcontractors comply with, the RLSA Supplier Code of Conduct entitled "Commitment Statement", in its current version, available for download on our website at the following address: <https://www.robertlaminage.com/qualite-et-environnement>.

20. Severability clause

In the event of total or partial invalidity of any of the clauses of these General Terms and Conditions of Purchase, the remaining provisions shall continue to govern the relationship with the Suppliers.

21. Applicable law and forum

These General Terms and Conditions of Purchase and the contracts to which they apply shall be governed exclusively by Swiss law, without regard to its conflict of laws provisions and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The parties agree that any dispute arising out of the application or performance of these General Terms and Conditions of Purchase shall be submitted exclusively to the courts having jurisdiction at RLSA's registered office.