

# artimelt AG – General Terms and Conditions of Purchase

## 1. General

- 1.1. These General Terms and Conditions of Purchase (“Terms and Conditions”) govern the conclusion, substance and execution of contracts, especially purchase and service contracts, as well as orders between suppliers or service providers (the “Supplier”) and artimelt AG, Wassermatte 1, 6210 Sursee, Switzerland (“artimelt”) concerning the purchase of goods, works, products and services (“Products”) that artimelt orders from the Supplier regardless of whether the Supplier manufactures the Products itself, has them manufactured by its own suppliers or purchases them
- 1.2. By submitting an offer to artimelt or accepting an order from artimelt, the Supplier agrees to these Terms and Conditions (www.artimelt.com), deviating provisions in the order or in other contractual components notwithstanding. Written agreements concluded with the Supplier on a case-by-case basis take precedence over these Terms and Conditions.
- 1.3. Terms and conditions of delivery or other general terms and conditions of the Supplier (existing and future terms and conditions) do not apply, even if attached to the offer of the Supplier or an order confirmation. Deviating, conflicting, or supplementary general terms and conditions of the Supplier will only be contractual components if and in so far as artimelt has expressly agreed to their applicability in writing. The acceptance of Products from the Supplier, order confirmations or the like without reservation do not constitute agreement.
- 1.4. Legally relevant declarations and notifications of the Supplier with regard to the contract (e.g. deadlines, reminders, withdrawal) must be issued in writing (e.g. by letter or email).

## 2. Requests for quotations/orders

- 2.1. Enquiries made by artimelt regarding the Products, prices, or terms of delivery of the Supplier, including requests made by artimelt to the Supplier to submit a quotation, are not binding for artimelt.
- 2.2. Every delivery to artimelt must be preceded by an agreement on the applicable conditions of delivery (price and terms of delivery).
- 2.3. Orders placed by artimelt are binding if they have been sent to the Supplier in writing (including digitally or by email) by artimelt.

## 3. Object and methods of delivery/changes to orders

- 3.1. Partial deliveries, partial performance, and early deliveries and services are only admissible if this has been agreed in writing.
- 3.2. Unless agreed otherwise, deliveries are to be sent to the address of artimelt.
- 3.3. A delivery note and the documents listed in section 10.4 must be enclosed with every delivery. Delivery orders, invoices, and correspondence must contain the information provided to the Supplier by artimelt including order number, references, and artimelt article number. Deliveries from other countries must have the customs papers and a copy of the invoice enclosed.
- 3.4. Changes to orders that have already been placed are subject to the provisions of section 2 analogously.

## 4. Involvement of third parties

- 4.1. The Supplier may not use third parties (such as subcontractors and substitutes) to perform its services without the prior written consent of artimelt. The Supplier is liable for the deliveries and work of an engaged third party as if it had performed the service itself.
- 4.2. The Supplier shall pass on all duties concerning the Supplier under these Terms and Conditions to such third parties.

## 5. Compliance with legal regulations

- 5.1. The Supplier shall comply with all applicable laws and all relevant standards of professional associations, in particular all regulations concerning health and safety and the protection of the environment, employees, and wages, as well as anti-corruption and anti-bribery regulations.

## 6. Quality control and inspections

- 6.1. The Supplier is obligated to implement and maintain an effective quality control system, and to provide artimelt with evidence of it on request. Unless agreed otherwise, the Supplier must apply a quality control system according to ISO 9001 or of an equivalent nature.
- 6.2. In the event of changes to the manufacturing process of a Product or its composition, the Supplier is obligated to notify artimelt of the changes without undue delay, even if they do not lead to changes in the Product specifications if an impact on the quality of the Product cannot be ruled out. Even if artimelt agrees to a Product being manufactured according to the modifications, this does not release the Supplier from its warranty or guarantee obligations pursuant to section 13.
- 6.3. Subject to prior notice, artimelt is entitled to conduct inspections and audits of the Supplier at reasonable times to ensure that the Supplier is complying with the relevant laws, regulations, and contractual duties.
- 6.4. The provisions of a quality assurance agreement between the parties take precedence over the provisions of these Terms and Conditions.

## 7. Products and work results

- 7.1. Documents, drawings, calculations, photographs, data storage media, videos, plans, tools, molds, materials, software, models, work results etc., including the associated rights (“Products”), that artimelt provides to the Supplier or that are manufactured for artimelt by the Supplier or a third party, remain the property of artimelt or become the property of artimelt when created. The Supplier must return or surrender all Products to artimelt upon request, or 10 days after the performance of the contractual services at the latest. Where a transfer of rights so requires, the Supplier shall issue the necessary declarations as soon as it is prompted to do so by artimelt.
- 7.2. Products may only be used for the purposes of contractual performance, regardless of whether they have been supplied by artimelt or manufactured by the Supplier for artimelt specifically. The Supplier is forbidden to use Products for its own purposes, copy or otherwise reproduce them, or to distribute or render them accessible to third parties for any sort of use without prior consent. This provision also

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applies to finished and semi-finished goods. As long as they are not processed, Products must be stored separately at the expense of the Supplier, labeled as the property of artimelt, and insured sufficiently against loss and destruction.

## 8. **Non-disclosure**

- 8.1. Each contracting party undertakes to treat the know-how disclosed by the other party and other confidential information belonging to the other party to which it gains access as strictly confidential, provided that the information is not public knowledge or was obtained by the Supplier through other lawful means that did not involve a breach of non-disclosure. The non-disclosure obligation remains in effect even after the termination of the business relationship. Furthermore, the Supplier is obligated not to reveal to third parties in any way that a business relationship with artimelt exists unless it has written consent to do so.
- 8.2. After the termination of the contract, neither contracting party is entitled to utilize the know-how of the other party to which it gained access as part of this contract without the prior written consent of the other party. The same applies to utilization for purposes unrelated to the performance of the contract during the contractual term.

## 9. **Duty of notification**

- 9.1. The Supplier is obligated to notify artimelt in writing, without delay, of any and all circumstances of which it becomes aware or of which it would have become aware if it had exercised due diligence, that jeopardize the correct, punctual performance of the work or services, as well as any concerns it might have regarding the specifications received from artimelt.

## 10. **Prices and invoicing**

- 10.1. Unless agreed otherwise, the prices set out in the order are fixed prices (including storage and shipping costs, fees, charges, public duties, etc.) and exclude VAT. Price changes are only valid if they have been accepted in writing by artimelt. Unless agreed otherwise on a case-by-case basis, the price includes all services and ancillary services of the Supplier (e.g. assembly and installation), as well as all ancillary costs (e.g. proper packaging and transport costs, including any transport insurance or liability insurance)
- 10.2. Invoices are paid according to the agreed conditions after the delivery or service has been received and verified.
- 10.3. An invoice must be issued for each order and each full or partial delivery or service.
- 10.4. Invoices issued in Switzerland must comply with the formal requirements of the VAT regulations. Deliveries of Products must indicate the origin of the goods and the customs tariff number. A movement certificate must be included with the invoice if a delivery is coming from another country, while domestic deliveries must include a supplier's declaration.

## 11. **Delivery**

- 11.1. The agreed delivery or fulfillment dates are binding. If the Supplier becomes aware that punctual delivery or performance will not be possible, it must notify artimelt in writing, without delay, outlining the reasons and probable duration of the delay.
- 11.2. If it fails to meet a delivery or fulfillment deadline, the Supplier will be in default automatically. If the Supplier remains in default for more than five days, it must pay artimelt a contractual penalty of 0.3% of the remuneration per day of default (up to a maximum of 10% of the total remuneration). The contractual penalty is owed even if the delayed delivery or service is accepted without reservation. Payment of the contractual penalty does not release the Supplier from its contractual obligations, although it will be counted towards the compensation owed.
- 11.3. If the Supplier fails to meet a delivery or fulfillment deadline and if it also fails to meet a reasonable subsequent deadline, artimelt may renounce the delivery, either fully or in part, and either withdraw from the contract or claim damages.

## 12. **Benefit and risk**

- 12.1. The benefit and risk transfer to artimelt when the Products are physically handed over at the destination (on the premises of artimelt or at another location designated by artimelt beyond the commercial or manufacturing sites of the Supplier).

## 13. **Minimum warranty/warranty period for Products/assurances**

- 13.1. The Supplier guarantees that the Products contain no defects that impair their value or suitability, that they possess the assured characteristics, and that they are consistent with the agreed specifications and quality standards, as well as the relevant statutory regulations (e.g., approval regulations) and the state-of-the-art science and technology. Furthermore, the Supplier affirms that the Products are manufactured and delivered according as per the samples and will retain the same levels of quality and workmanship over time. The Supplier is liable for – and shall indemnify artimelt against – claims and damage for which the Supplier was responsible (this also includes the services of subcontractors and sub-suppliers).
- 13.2. Unless a specific acceptance procedure has been agreed explicitly, artimelt shall only inspect the delivered Products for obvious type and quantity deviations and for obvious damage sustained in transit. This inspection shall be performed no later than 30 days after receipt of the delivery. This does not constitute approval of the Products with regard to consistency with the warranty described in section 13.1.
- 13.3. The warranty period is 24 months unless a longer period has been agreed or is prescribed by law. It commences upon the acceptance of the Products without reservation by artimelt or, if no specific acceptance procedure has been agreed, when the Products are used for their intended purpose. There is to be no change to the characteristics of the Product before it is used for its intended purpose, and such characteristics must remain within the agreed specifications when subsequent inspections are performed.
- 13.4. Within the warranty period, every notice of defects is considered legally valid. If a notice of defects is submitted, the limitation period for the reported defect restarts with the notification of the defect.

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- 13.5. If, during the warranty period, the Products or parts thereof prove to be defective or not consistent with the assurances set out in section 13.1, the Supplier is obligated to either remedy the defects on site at its own expense, have them remedied, or deliver a non-defective replacement, at the discretion of artimelt. If the Supplier is in default despite a reasonable subsequent deadline – provided this does not appear ineffective from the outset – artimelt is entitled to remedy the defects or have them remedied at the expense of the Supplier or proceed in accordance with section 11.3. In any case, the Supplier is liable to pay compensation for further damage.
- 13.6. Once a defect has been remedied in accordance with section 13.5, a new 24-month warranty period commences unless a longer period has been agreed or is prescribed by law.
- 13.7. In any case, however, the Supplier is liable under the applicable laws for all product liability damage suffered by artimelt or a third party due to the defectiveness of the Product delivered by the Supplier, regardless of whether or not the Supplier is at fault and shall indemnify artimelt against all resulting claims and damage.
- 13.8. The Supplier affirms that it possesses all the necessary licenses and approvals required to perform the contract, and that it has obtained and is maintaining, if necessary, all the necessary notifications.

### **14. Warranty of title**

- 14.1. The Supplier affirms and warrants that the Products and work results do not violate any third-party rights.
- 14.2. Where delivered work results, Products or components thereof infringe upon third-party property rights, the Supplier guarantees that it has entered or will enter into a license agreement with the holders of such rights to permit the free use of these work results, Products or components in the products, devices, and systems of artimelt.

### **15. Data protection and data security**

- 15.1. The Supplier acknowledges and agrees that artimelt processes and uses its personal data in accordance with the privacy policy of artimelt (available at <https://www.artimelt.com/en/privacy-policy>).
- 15.2. The parties undertake to adhere to the provisions of the relevant data protection legislation, to protect personal data against unauthorized access, and to only process personal data to the extent required for the purposes of the performance of the contract.

### **16. Replacement parts and maintenance**

- 16.1. Unless agreed otherwise, the Supplier shall ensure that the products and/or machines with which the Products are manufactured are maintained, and that replacement parts are delivered, at reasonable prices for a period of five years after the final delivery of the Products. The Supplier is responsible for the cost of delivery of replacement parts and maintenance until the Products are handed over at the destination (on the premises of artimelt or at another location designated by artimelt), with artimelt responsible thereafter. This does not affect any warranty claims of artimelt.

### **17. Place of jurisdiction and applicable law**

- 17.1. The exclusive place of jurisdiction for any and all disputes arising in connection with orders, deliveries or these Terms and Conditions is Sursee, Switzerland. Additionally, artimelt reserves the right to exercise its rights at the domicile of the Supplier, at the place of fulfillment, or at any other court with the authority to handle precautionary, interim, or protective measures.
- 17.2. Swiss law applies, under exclusion of international uniform law, especially the UN Convention on Contracts for the International Sale of Goods. Unless provided for otherwise, Incoterms 2020 apply. If the parties have entered into additional agreements not covered by section 6.4 and if these agreements contain unclear or ambiguous provisions, the provisions of these Terms and Conditions take precedence.