1. Scope / General Provisions

These General Purchasing Terms and Conditions (GPTC) apply to all business transactions between ROMAY AG and the Supplier, even if they are not expressly referred to again in subsequent purchase orders. The GPTC shall apply upon confirmation and/or actual performance of a purchase order by the Supplier. These GPTC shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of business or supply of the Supplier shall not become part of the contract, even if ROMAY AG does not expressly object to them in an individual case, issues a purchase order without reservation, or accepts deliveries from the Supplier with knowledge of such terms and conditions. The Supplier's terms and conditions shall apply only if and to the extent that ROMAY AG has expressly agreed to their applicability in writing. Any reference by the Supplier to its own terms and conditions in quotations, order confirmations, delivery notes or invoices is hereby expressly rejected as a precautionary measure. Individual written agreements between ROMAY AG and the Supplier, in particular framework, supply, quality or other agreements, shall take precedence over these GPTC in the event of any conflict. In all other respects, these GPTC shall apply on a supplementary basis. The content of, and any additions or amendments to, such agreements shall be governed by a written contract or written confirmation issued by ROMAY AG.

2. Order Confirmation and Form of Purchase Orders

Quotations submitted by suppliers and prospective suppliers shall not give rise to any direct costs for ROMAY AG. Purchase orders issued by ROMAY AG shall be binding if made in writing or confirmed in writing by ROMAY AG.

The Supplier shall confirm the purchase order within five working days at the latest. Any deviations from the original purchase order stated by the Supplier in its order confirmation shall be valid only if confirmed by ROMAY AG in writing. In addition, the Supplier shall notify ROMAY AG without delay of any obvious errors, typographical or printing errors (in particular with regard to quantity, price, deadline, or currency).

3. Delivery Period

Agreed delivery dates are binding and must be strictly observed. The goods must have arrived at the destination specified by ROMAY AG within the agreed delivery period. The Supplier shall notify ROMAY AG of any delay without delay and without being requested to do so, stating the expected duration of the delay.

The Supplier shall also notify ROMAY AG without delay and without being requested to do so of any identifiable circumstances that may materially impair future security of supply, in particular production outages, significant capacity constraints, shortages of raw materials or other materials, and significant disruptions in the supply chain. The Supplier shall inform ROMAY AG of the expected impact and the measures planned to safeguard or restore supply.

If the Supplier is in default, ROMAY AG shall be entitled, without prejudice to any further claims for damages, to claim a contractual penalty of 0.1% of the purchase order value for each commenced day of delay, up to a maximum of 5% of the purchase order value. If the Supplier fails to notify ROMAY AG of the delay, ROMAY AG reserves the right to withdraw from the contract and waive delivery. ROMAY AG expressly reserves the right to claim further damages from the Supplier in excess of any contractual penalty.

4. Prices and Payment Terms

The prices agreed by the parties are fixed prices and may not be increased by the Supplier. In the event of subsequent changes to the scope of supply in terms of the type or design of the material, ROMAY AG may renegotiate the prices. Prices are exclusive of any statutory value added tax.

Unless otherwise agreed, payment by ROMAY AG shall be made within 30 days with a 2% cash discount or within 60 days net following complete and defect-free delivery or performance of the service. In the event of defective delivery or performance, ROMAY AG shall be entitled to withhold payment until the Supplier has remedied the defect.

The Supplier's invoices must state the purchase order number, the ROMAY AG item number and the Supplier's item number, the customs tariff number, preferential origin, the delivery date and the scope of delivery (in particular whether it is a partial or final delivery). Statutory value added tax shall be shown separately on the invoice.

Claims of the Supplier against ROMAY AG may be assigned to third parties only with the consent of ROMAY AG. Payments shall be made exclusively to the Supplier.

5. Delivery, Packaging, Transport and Insurance

The Supplier shall comply with ROMAY AG's shipping instructions and shall adequately protect the goods against damage during transport and subsequent storage. The Supplier shall be liable for damage resulting from improper packaging.

Unless expressly agreed otherwise by the parties, the Supplier shall bear the costs of delivery, including packaging and insurance costs, as well as all other ancillary costs.

Unless otherwise agreed by the parties, risk shall pass to ROMAY AG upon handover of the delivery at the agreed destination. All shipping documents, correspondence, invoices and similar documents must state the relevant ROMAY AG purchase order number.

6. Inspection of Deliveries

Upon receipt of the goods, ROMAY AG shall inspect the identity and quantity of the goods, any transport damage and, where applicable, the minimum shelf life as soon as the ordinary course of business permits. Acceptance of the delivery and full or partial payment for the delivery or service shall not constitute approval of the delivery and, in particular, shall not constitute a waiver of any claims for defects. ROMAY AG shall notify the Supplier in writing of defects once identified. The Supplier waives the defense of late notification of defects pursuant to Art. 201 of the Swiss Code of Obligations (CO).

7. Warranty

The Supplier warrants that the goods have the agreed characteristics, are fit and functional for their intended use, comply with the generally recognized state of the art, are free from defects in material, design and workmanship, and comply with all applicable laws, regulations and other requirements.

ROMAY AG reserves the right, subject to reasonable prior notice, to conduct quality or supplier audits at the Supplier's premises or at those of its subcontractors.

The warranty period shall be 24 months from delivery of the contractual product or performance of the service at the destination. Where the law, customary industry provisions or written agreements between the parties provide for a longer warranty period, that longer period shall apply.

At ROMAY AG's option, the Supplier shall either repair or replace defective contractual products. The Supplier shall bear all costs associated with such repair or replacement, including inspection, removal, installation, and transport costs. If the Supplier fails to restore contractual conformity within a reasonable period, ROMAY AG shall be entitled, at its option, either to request a price reduction or, at the Supplier's cost and risk, to repair or replace the defective contractual products itself or have them repaired or replaced by a third party. Repairs and replacement deliveries shall be covered by warranty to the same extent as the original delivery item. The warranty period for repaired or replaced parts shall commence anew upon acceptance of the repair or replacement delivery. Statutory warranty rights remain reserved. Depending on the effort involved, ROMAY AG may additionally charge an administrative fee of CHF 150 to a maximum of CHF 350 per incident for defect recording and documentation.

If ROMAY AG suffers damage as a result of the delivery of defective contractual products, the Supplier shall bear such damage unless it can prove that it was not at fault with respect to the defect.

If third parties assert claims against ROMAY AG under product liability law because contractual products are defective within the meaning of these provisions, the Supplier shall indemnify and hold ROMAY AG harmless against

such claims in full. ROMAY AG shall allow the Supplier to conduct the defense where it is clear that only the Supplier's contractual products can have caused the damage.

If, in ROMAY AG's assessment, a product recall is required due to defective contractual products, ROMAY AG shall inform the Supplier as soon as possible, unless immediate action is required due to imminent danger. The Supplier shall bear the costs of the recall if the recall became necessary due to defects in its contractual products.

The Supplier shall take out and maintain adequate product liability insurance for the duration of the contract. ROMAY AG shall be entitled to request appropriate evidence of insurance at any time.

8. Regulatory Compliance and Information Obligations

The Supplier warrants that all products, materials, substances, components and packaging supplied by it comply with the applicable legal and regulatory requirements in the intended markets. This includes, where applicable, REACH, RoHS, the Packaging and Packaging Waste Regulation (PPWR), requirements and restrictions relating to PFAS, and any other product-, substance-, material- and environment-related requirements, in each case as amended from time to time. The Supplier shall keep the required compliance information and supporting documentation up to date and provide it to ROMAY AG upon request.

If the regulatory or substance-related compliance status changes, or if new or amended requirements give rise to restrictions, prohibitions, labeling, information or other obligations that may affect the use, processing or placing on the market by ROMAY AG, the Supplier shall notify ROMAY AG without delay and without being requested to do so. This information obligation shall apply throughout the business relationship and to products already supplied insofar as their continued use, processing or placing on the market may be affected. No periodic reconfirmation shall be required unless the compliance status changes; ROMAY AG reserves the right to request current evidence or confirmation where required.

Before implementing any changes to materials, composition, formulation, manufacturing processes, production location or other characteristics that may affect the agreed quality, function, specification or regulatory compliance of the supplied products, the Supplier shall notify ROMAY AG. Such changes shall require ROMAY AG's prior written approval insofar as they affect agreed specifications, approvals or regulatory requirements.

The Supplier shall ensure that any subcontractors used for supplies to ROMAY AG comply with the requirements of these GPTC applicable to the relevant supply. The Supplier shall remain responsible to ROMAY AG for compliance with these requirements by its subcontractors.

9. Ownership and Intellectual Property Rights

All documents and items such as drawings, models, designs, samples, manufacturing instructions, internal company data, tools, equipment and similar materials provided by ROMAY AG to the Supplier in connection with the supply relationship or for the preparation of a quotation shall remain the sole property of ROMAY AG and may not be made accessible to third parties without ROMAY AG's prior written consent. In particular, the Supplier shall not be entitled to use them for orders from third parties.

10. Confidentiality and Data Protection

Each party shall keep confidential all facts and data received from the other party in connection with the contractual relationship that are marked as confidential, are clearly confidential by their nature, or are not generally accessible. In case of doubt, facts and data shall be treated as confidential.

Each party shall ensure compliance with this obligation by its employees and any suppliers or subcontractors. These confidentiality obligations shall apply prior to conclusion of the contract and shall continue after termination of the contractual relationship or completion of the agreed performance.

The Supplier may use the contractual relationship for advertising or publish information about it only with ROMAY AG's prior written consent.

If a party or any person engaged by it breaches the above confidentiality obligations, that party shall owe the other party a contractual penalty unless the breaching party proves that neither it nor any third party involved was at fault. Each contracting party, as a beneficiary and protected party, reserves the right to assert any claims arising from a breach of these confidentiality obligations.

11. IT Security and Information Protection

The Supplier shall implement appropriate technical and organizational measures in line with the current state of the art to ensure IT security and to effectively protect data, drawings and documents received from ROMAY AG against unauthorized access, loss, manipulation or cyberattacks. The Supplier shall ensure that equivalent obligations are imposed on its subcontractors and IT service providers. In the event of a security incident at the Supplier, such as a cyberattack or data breach, that affects ROMAY AG data or materially impairs the Supplier's ability to supply, the Supplier shall inform ROMAY AG immediately and without being requested to do so.

12. Compliance, Human Rights and Sustainability

The Supplier shall comply with applicable laws and international standards relating to human rights, working conditions, environmental protection and anti-corruption, in particular the prohibition of child labor and forced labor. Through appropriate measures, the Supplier shall ensure that these minimum standards are also observed by its subcontractors throughout its own supply chain. ROMAY AG reserves the right to verify compliance with these standards by means of audits in accordance with Section 7 or to request appropriate evidence and self-assessments.

13. Governing Law and Jurisdiction

All legal relationships between the Supplier and ROMAY AG shall be governed exclusively by Swiss law. The registered office of ROMAY AG shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship.

This document is valid without signature. The current version is available at www.romay.ch