

General Conditions of Procurement (GCP)

1. General

- 1.1. These General Conditions of Procurement (GCP) shall govern the procurement relationship (contract negotiation, conclusion, content, processing) of FISBA AG (FISBA) with its suppliers. They shall apply irrespective of the type of contract, i.e. irrespective of whether FISBA concludes e.g. a contract of sale, work and service contract or an innominate contract.
- 1.2. Any general terms and conditions of business of the Supplier shall be excluded or shall apply only in as far as FISBA has agreed to them individually or in total in -writing or in electronic form. In particular, FISBA does not accept any general terms and conditions of suppliers by the acceptance of an offer, acceptance of a confirmation of order, delivery, service etc., or the making of a payment etc.

2. Contract negotiation and conclusion

- 2.1. In the context of a tender or specific inquiry, FISBA shall invite the Supplier, with reference to its GTC, to send it a written or electronic quotation with a commitment period of at least three months. By submitting a quotation and/or an acceptance of an order (order confirmation), the Supplier accepts FISBA's GTC without reservation.
- 2.2. The Supplier's offer and any associated consultancy services, demonstrations, technical documents or supply of samples by the supplier shall be provided free of charge to FISBA.
- 2.3. The Supplier's offer shall be drawn up in accordance with FISBA's call for tenders or specific enquiry (see 2.1 above). In particular, the offer shall contain the price of the subject matter of the contract (excluding accompanying costs (see 3.2 below)), the place of supply (place of fulfillment), the date of supply and shall refer to any drawings/technical delivery conditions provided by FISBA. The Supplier shall point out in writing or electronic form any possible deviations to FISBA's call for tenders or specific enquiry; the Supplier acknowledges a duty to inform in this respect.
- 2.4. The conclusion of the contract shall come about by a written or an electronic acceptance of the Supplier's offer by FISBA. FISBA's silence about an offer from the Supplier shall not signify acceptance. The Supplier shall confirm the conclusion of the contract with a written or electronic confirmation of order without delay. If the supplier does not object to an order in writing or electronically within one (1) week, the order shall be deemed accepted.
- 2.5. If, following the conclusion of the contract, the Supplier submits a confirmation of order with content deviating from the contract (except delivery dates), then FISBA shall be bound by it only if FISBA has accepted it in written or electronic form. FISBA's silence on an amendment to a contract shall not signify acceptance.
- 2.6. The order number, article number, delivery quantity and delivery address of FISBA must be stated in all order confirmations, delivery documents and invoices.
- 2.7. FISBA shall be entitled to terminate the contract unilaterally at any time by written or electronic declaration with effect for the future if FISBA can no longer use the ordered goods or services in its business operations due to circumstances occurring after conclusion of the contract or if the need for them has ceased due to changes in customer requirements. In this case, the Supplier shall be reimbursed for the partial performance it has rendered. However, he shall not be entitled to any loss of profit. Reasonable quantities of raw materials, insofar as they are based on a binding delivery call-off and the Supplier cannot use them elsewhere, shall be accepted by FISBA at the purchase price.

3. Price

- 3.1. The price offered by the Supplier (excluding the associated costs (see 3.2 below)) shall apply as a fixed price for the whole order quantity.
- 3.2. The associated costs (e.g. delivery costs or costs for the material tool and layout) shall be set out separately and in detail by the Supplier in his offer.
- 3.3. FISBA shall pay the purchase price within 15 days of delivery of the goods and receipt of the invoice with a 3% discount or within 60 days net. The receipt of the transfer order by the executing bank shall be sufficient for the timeliness of the payments owed by FISBA.

4. Terms and conditions of delivery

- 4.1. Unless otherwise agreed in writing or electronically, the price shall include delivery and transportation to the shipping address stated in the order, including packaging (DAP in accordance with Incoterms 2010).
- 4.2. FISBA shall not accept the delivery upon delivery to or acceptance by the forwarding agent or FISBA. If FISBA discovers deviations in quantity (over- or under-delivery) during the incoming goods inspection at the place of destination, it may reject the delivery as a whole. Premature deliveries or overdeliveries, underdeliveries and partial deliveries shall entitle FISBA to return the goods at the Supplier's expense. In the event of over-delivery, under-delivery, partial delivery or early delivery, the Supplier shall inform FISBA immediately in writing or electronically and request approval.

5. Default and non-fulfillment

- 5.1. The Supplier shall be automatically in default (event of default) in the event of (a) a missed delivery date (see 4.2 above), (b) inadequate clearance for export. In the event of an impending or actual default, the Supplier shall be obliged to inform FISBA without delay in written or electronic form.
- 5.2. In the event of default (see 5.1 above), FISBA shall alternatively be able within five days to refuse the delivery and withdraw from the contract (a), (b) set an extension of time and insist on the delivery or (c) refuse the delivery and remain in the contract. In addition, the Supplier, in as far as he does not prove that he is not at fault, shall be liable to pay a contractual penalty of 0.5% of the price of the subject matter of the contract (price of the subject matter of the contract excluding associated costs (see 3.1 above)) per commenced week of delay, but not more than a total of 5%. Payment of the contractual penalty shall not relieve the Supplier from fulfilling his obligations to FISBA nor from the liability to pay further damages.
- 5.3. If FISBA enters into a dispute with a customer as a result of default (5.1 above), the Supplier shall participate in this dispute at its own expense at the first written or electronic request without delay. If the Supplier waives participation, it undertakes to recognize all declarations made by FISBA to the customer concerning the defective subject matter of the contract, waiving all defences and objections in the event of subsequent recourse.

6. Defective performance

- 6.1. The supplier has performed poorly or the contractual item is defective if it has defects (physical or legal defects) and/or lacks warranted characteristics (warranty case). A warranty case incomplete, incorrect or illegible documentation of the subject matter of the contract (including quality and test certificates etc. in accordance with the invitation to tender or FISBA's request (2.1 above)).
- 6.2. In the event of a warranty case (see 6.1 above), FISBA may, at its own discretion, request (a) reworking, (b) replacement, (c) price reduction or (d) rescission (partial or complete rescission). In addition, FISBA shall be able to claim damages in connection with the above warranty event. The Supplier shall be liable for the damages caused that arose «as a direct consequence» of the defective subject matter of the contract without the presence of other causes of damage (i.e. expectation interest, damages caused by a defect). The Supplier shall be liable for the damages that arose from additional partial causes in «remote consequence» of the defective subject matter of the contract, unless he can prove that he is not at fault.
- 6.3. The period of limitation shall be two years for moveable purchased goods/work, and five years for immovable work and for moveable purchased goods/work that has been integrated in accordance with requirements into an immovable work, beginning in each case from its entry into the place of fulfillment. FISBA shall be able to give notification of the defective subject matter of the contract (see 6.1 above) at any time within the applicable limitation period. Any possible payment, continued use etc. of the subject matter of the contract shall have no adverse effect on FISBA's claims or right to claim (see 6.2 above and 6.4 below).
- 6.4. If FISBA becomes involved in a dispute with a customer as a result of a warranty claim (6.1 above), the Supplier shall participate in this dispute at its own expense at the first written or electronic request without delay. If the Supplier waives participation, it undertakes to recognize all declarations made by FISBA to the customer concerning the defective object of the contract, waiving all defences and objections in the event of subsequent recourse.

7. respect for intellectual property rights of third parties

- 7.1. The supplier guarantees that it does not infringe any intellectual property rights of third parties (patent, trademark, design, labeling rights, etc.) through the delivery or use of the subject matter of the contract delivered by it.
- 7.2. Should FISBA be prosecuted in this connection, the Supplier shall indemnify FISBA in full. If the Supplier infringes the intellectual property rights of third parties, FISBA shall also have an immediate right to withdraw from the contract.

8. Materials and know-how

- 8.1. The materials, samples, models, tools, matrices and know-how made available to the Supplier by FISBA as well as all other materials and documents provided to the Supplier (together: contractual material) shall remain the property of FISBA. Unless otherwise agreed in writing or electronically, the contractual material (including any copies) and the material shall be returned to FISBA in perfect condition on the delivery date.
- 8.2. The Supplier shall store the contractual material and the material with all due care (storage obligation). This storage shall be free of charge for FISBA. In particular, the Supplier's duty of retention shall also include the excess or defective material supplied by FISBA for contract and external processing or the material damaged by the Supplier in the process (e.g. rejects) until FISBA has notified the Supplier in writing or electronically of its decision to dispose of the material (e.g. return to FISBA or disposal).
- 8.3. The supplier must use the contractual material and the material with all due

care (duty of care) and report any problems in connection with the contractual material or the material without delay (duty of notification).

- 8.4. In the event of a breach of the duty of safekeeping (9.2 above), duty of care (8.3 above) or duty of notification (8.3 above), the Supplier shall compensate FISBA for the damage incurred.
- 8.5. The Supplier's claims against FISBA may not be offset against FISBA's contractual material and/or materials and/or insurance benefits. Furthermore, any right of retention of the Supplier to contractual material and/or materials of FISBA shall be excluded.
- 9. Confidentiality and the involvement of third parties**
- 9.1. If no separate non-disclosure agreement has been concluded, the Supplier undertakes to treat all commercial and technical information of which it becomes aware in the course of the supply relationship as a business secret and to keep it secret, even beyond the duration of the contractual relationship with FISBA. All items (including contractual material (9.1 above)), documents and information provided to the Supplier by FISBA may only be used within the framework of the procurement relationship. Any form of use by the Supplier in third-party relationships is strictly prohibited. In particular, a supplier may not use FISBA or its items, documents and information for any form of advertising, not even in an anonymized form.
- 9.2. The Supplier shall take adequate measures to ensure that this confidentiality obligation is complied with by its employees and third parties (see 9.3 below).
- 9.3. The Supplier may involve third parties (e.g. subcontractors, substitutes) only with FISBA's prior written or electronic agreement. The involvement of a third party shall not relieve the Supplier from his obligations to FISBA.
- 9.4. If this duty to maintain confidentiality is breached by the Supplier or his employees and/or involved third parties, the Supplier shall be liable to pay a contractual penalty of CHF 50,000.00 for each breach unless he can prove that he is not at fault. The payment of the contractual penalty shall not relieve the Supplier from fulfilling his obligations towards FISBA. In any case, FISBA shall be able to claim further damages and demand the rectification of situations contrary to the contract (enforcement by direct legal measures).
- 10. Insurance obligation**
- 10.1. The Supplier shall be obliged to insure itself against possible claims for damages arising from the procurement relationship with FISBA (1.1 above) by means of liability and damage insurance with adequate cover.
- 11. Data protection**
- 11.1. The Supplier and FISBA shall be obliged to comply with data protection requirements at all times, in particular the applicable data protection requirements of the Swiss Data Protection Act (DSG) and – as far as it is applicable – the regulations of the EU GDPR.
- 11.2. FISBA shall be solely responsible for determining the purpose and the means of processing personal data by the Supplier within the scope of the contract (i.e. scope of the commission/agreement). All processing of personal data shall be performed exclusively based on this clause or on specific instructions from FISBA.
- 11.3. The Supplier shall be obliged in particular:
- (a) To process no more data than necessary and use it only for the agreed purpose and under no circumstances use it in any form against FISBA's interests. In particular, it may not be sold or commercialized directly or indirectly in any other way;
- (b) To process data in accordance with FISBA's instructions; the Supplier shall confirm all the customer's instructions without delay in writing or by electronic form;
- (c) where permissible, the Supplier shall notify FISBA if it is unable to comply with the contract or an instruction issued by FISBA;
- (d) Undertake the necessary technical and organizational security measures and ensure compliance with the relevant requirements by employees and third parties who use its equipment and systems. The appropriate security measures shall be presented to FISBA in a separate document;
- (e) to ensure that its employees, vicarious agents, any affiliated companies, bodies and authorized third parties strictly comply with data protection and that personal data is only provided or made accessible to them to the extent necessary to fulfil their duties;
- (f) not to transfer personal data to a country without an adequate level of data protection.
- (g) The data subjects shall be informed about the processing of the data relating to them and, if applicable, the required permissions for the data processing obtained;
- (h) Requests from persons about the data that are processed on behalf of FISBA shall be passed onto the persons responsible for dealing with them.

If FISBA is obliged to make available information relating to personal data to anyone, the Supplier shall provide the appropriate extent of support to FISBA in making this information available;

(i) to inform FISBA immediately of any disruptions, breaches, irregularities or violations of data protection (such as processing of data contrary to the law or the contract, unauthorized access, disclosure to unauthorized third parties, loss or damage to data) and related circumstances, without disclosing them to anyone else beforehand. The supplier must also immediately take the immediate measures necessary to secure the personal data and to prevent or minimize possible adverse consequences.

(j) to grant FISBA the opportunity to effectively monitor compliance with the data protection and information security requirements applicable to FISBA under legislation, administrative directives, regulatory orders and/or contracts (e.g. by providing the reports of security audits and/or authorizing on-site audits at the Supplier's premises).

(k) to cooperate in any regulatory proceedings relating to the services to be provided by it and to provide information and documents requested by it.

11.4. The Supplier shall indemnify FISBA against all losses, damages and costs, including the costs of legal action, arising from a breach of data protection provisions by the Supplier, including to the extent that expenses have to be incurred to ward off attacks by third parties, including the competent supervisory authorities.

11.5. At the request of FISBA, the Supplier shall disclose at least those subcontractors who process personal data available to the Supplier on behalf of FISBA ("Authorized Third Parties"). The Supplier shall obtain prior written or electronic consent from FISBA for the involvement of each additional subcontractor. No additional subcontractor may be used until written or electronic consent has been obtained. It shall be at the sole discretion of FISBA to demand the dismissal of an existing subcontractor. When drawing up agreements with authorized third parties, the Supplier shall ensure that FISBA can enforce the claim directly against the subcontractor, vicariously agent or third party. If the Supplier passes on personal data to subcontractors for the fulfilment of the order, the Supplier undertakes to bind them to the applicable data protection regulations, in particular to the provisions contained in these GTCP regarding the processing of data (including the obligation to follow instructions, confidentiality, technical and organizational measures, requirement of consent).

12. Jurisdiction and applicable law

12.1. FISBA reserves the right to include specific individual agreements such as confidentiality agreements, quality assurance agreements (list not exhaustive) as constituent parts of the contract.

12.2. Disputes that arise out of or in connection with the procurement relationship (see 1.1 above) between FISBA and the Supplier, shall be subject exclusively to the jurisdiction of the ordinary courts of St. Gallen (CH).

12.3. Before a party appeals to the ordinary courts of St. Gallen (CH), it must propose an arbitration tribunal to the other party to decide on the dispute. The other party may accept or reject this proposal within ten days.

12.4. The entire legal relationship between FISBA and the Supplier shall in all cases be governed exclusively by substantive Swiss law, including the DAP code of the Incoterms@2010 of the International Chamber of Commerce, to the exclusion of the Vienna Sales Convention.

13. Force Majeure

13.1. Force majeure, civil unrest or official measures shall release the Supplier and FISBA from their performance obligations for the duration of the disruption and to the extent of its effect, insofar as even a proper emergency plan cannot be effectively implemented. For the avoidance of doubt, the parties agree that the usual risks associated with the operation and provision of goods/services by the Supplier and their realization shall not constitute force majeure.

14. Tools; access to the company

14.1. For tools, devices and models which are made available to the Supplier or which are manufactured for contractual purposes and charged separately to FISBA by the Supplier, the provisions of the loan tool contract to be concluded separately shall apply. They shall remain the property of FISBA or shall become the property of FISBA. They shall be marked by the Supplier as the property of FISBA, stored carefully, protected against damage of any kind and used only for the purposes of the contract.

These General Conditions of Procurement (GCP) come into force on August 1, 2024 and replace all earlier FISBA general conditions of procurement or purchasing terms.

St. Gallen, August 2024