

WEIDMANN

General Terms and Conditions of Business (Purchasing)

1 General Terms and Conditions

The following ordering terms and conditions limitedly settle all relations between Weidmann Medical Technology AG (hereinafter referred to as WEIDMANN) and the recipient of the order (hereinafter referred to as SUPPLIER) with regard to the supply of goods and services of any kind.

Other terms and conditions of business shall only apply if WEIDMANN has expressly agreed to them in writing.

The acceptance of deliveries or services or the payment thereof does not imply the acceptance of other terms and conditions of business.

Insofar as special contracts have been signed between WEIDMANN and the SUPPLIER, the terms and conditions of these contracts take precedence. These terms and conditions will be supplemented with these ordering terms and conditions if required for their interpretation.

WEIDMANN shall not owe any fee for the offers of the SUPPLIER. If the latter deviate considerably from our request, this must be expressly indicated.

2 Code of Conduct

In accordance with Weidmann's „Code of Conduct for Suppliers and/or Business Partners/Agents“, WEIDMANN expects its SUPPLIERS to comply with its values as stated therein. Furthermore, WEIDMANN expects its SUPPLIERS to act in accordance with the following principles, which have been defined and adopted in view of its responsibilities towards its stakeholders and the environment:

- comply with all applicable laws, including but not limited to prohibiting child labor
- prohibit corruption
- respect basic human rights, in particular in relation to all employees
- take responsibility for the health and safety of all their employees
- act in accordance with applicable statutory and international standards regarding environmental protection
- the request, that these values are implemented/observed in their own supply chain as well.

3 Conclusion of the Contract

Supply contracts (orders and acceptance) and on-call deliveries as well as their modifications and additions must occur in writing. On-call deliveries may also occur via data communication. If the SUPPLIER does not accept the order within three weeks of receipt, the Client is entitled to cancel it. On-call deliveries become binding at the latest if the SUPPLIER does not oppose them within two weeks after receipt.

Obviously incorrect orders or sections of the latter can be corrected at all times by WEIDMANN subject to a unilateral written statement. If applicable, WEIDMANN shall bear the damages resulting from expenses incurred in view of the signing of the contract (negative contract interest).

The delivery goods are ordered in compliance with the performance offers of the SUPPLIER or according to WEIDMANN's specifications. The SUPPLIER must check whether the descriptions on the order form are correct and whether the equipment is suitable for the intended use it is cognizant of. If the SUPPLIER has doubts concerning the intended use it must inform WEIDMANN immediately.

The SUPPLIER must not subcontract the realization of orders to third parties without WEIDMANN's consent.

As concerns framework agreements or standing orders WEIDMANN indicates the volumes and types to be supplied in separate on-call deliveries. These on-call deliveries are binding if they are not opposed within three working days after receipt of the on-call delivery and no other arrangements are made.

4 Confirmation of order

The purchase order has to be confirmed in written form within three working days.

5 Prices

Unless otherwise stipulated the agreed total prices or unit prices shall always be considered as fixed prices.

If applicable the Value Added Tax shall be indicated separately.

Unless otherwise stipulated, the agreed prices cover all performances related to the supply of goods, i.e. more specifically packaging and transport to the agreed location (free acceptance on site of WEIDMANN) including customs duties, fees, taxes and other subsidiary costs.

6 Delivery terms

Agreed delays and deadlines are binding and must be observed. The reception of the goods or the performance of services at the location designated by WEIDMANN will be determining for the compliance with the delivery terms. As soon as the SUPPLIER foresees a possibility of delay it must inform WEIDMANN thereof immediately. This in no way affects the binding character of the delay.

WEIDMANN is not obliged to accept partial deliveries or deliveries before the agreed delivery date.

If the SUPPLIER incurs a delay it will owe WEIDMANN liquidated damages amounting to 1% of the total contract value per started week of delay with, however, a maximum of 5% of the total contract value.

If certain circumstances prevent WEIDMANN from accepting deliveries or performances, in spite of its due diligence, then the time of acceptance will be extended with the duration of the delay. If, due to these circumstances, acceptance is not possible for more than 6 months, WEIDMANN is entitled to withdraw from the contract. In such instance the SUPPLIER will not be entitled to any compensation.

7 Supply and Services

The performance location for the supply or services is the location defined by WEIDMANN.

The supply/service shall occur free works of WEIDMANN provided no other arrangements have been made. Transport shall occur at the SUPPLIER's risk. Arrival clause DDP of Incoterms 2010 shall apply.

A shipping documents shall be submitted with each delivery. In addition to the usual indications this shipping documents must state the exact denomination, the supplied volumes, the article number and WEIDMANN's reference.

If the supplies are made by rail or road transport, then all the above data must be stated on all bills of lading and/or other goods delivery documents and customs documents.

For shipments in Switzerland, foreign SUPPLIERS must attach customs documents to the shipment in addition to the usual bills of lading.

If the supply concerns hazardous goods the SUPPLIER must ensure that the relevant directives are complied with until the goods arrive at their destination.

All the products to be supplied must be marked with the relevant article number in a visible location.

Different conceptions of legality do not entitle the SUPPLIER to interrupt the service.

8 Transport Insurance

WEIDMANN's prior written consent is required if a transport insurance is taken out at its expense.

9 Acceptance of the Delivery or Service

WEIDMANN shall perform volume and quality inspections as soon as possible in compliance with the nature of WEIDMANN's business and the nature of the delivery of the SUPPLIER.

10 Guarantee

As from the final putting into service of the supplied goods or the acceptance of the provided performance the SUPPLIER shall provide a 24 month guarantee for the use of the most appropriate material, for the adequate and good version, for the suitable construction and for fault-free assembly. In the event of shortcomings WEIDMANN shall be entitled at its discretion to demand the repair, modification or reduction and in suitable cases also a free replacement delivery with flawless materials. In urgent cases WEIDMANN is entitled to have defective parts replaced, repaired and have damage repaired at the SUPPLIER's expense, or to have them carried out by third parties at the SUPPLIER's expense.

If the SUPPLIER is responsible for the defects or if the defects are due to the absence of an agreed characteristic then the SUPPLIER shall also be liable for resultant damage (contract and product liability). After ascertainment defects shall immediately be notified to the recipient of the order.

The SUPPLIER waives the objection to late claim because of defects.

The SUPPLIER is responsible for the deliveries and performance of subcontractors to the same extent as it is responsible for his own performance.

11 Invoicing

Invoices shall be submitted to WEIDMANN electronically (as a PDF) and/or in compliance with the stipulations for each delivery or service on the order form.

In addition to the order number, WEIDMANN's article numbers and the commission of the invoice must state the same data as listed sub point 6.

The payment term (including discount deduction) will be interrupted if the processing of the invoices is hindered by the absence of these data.

12 Payment

Unless otherwise agreed WEIDMANN is entitled to pay the agreed price within a term of 90 days after receipt of the invoice. If it settles the invoice within 30 days it may deduct a 3% rebate from the invoice amount. Payment shall occur by means of WEIDMANN's preferred means of payment. The payment does not mean that the delivery or the performance is accepted as being conform to the contract or as being clear of defects.

Renunciation or set-off of claims by the SUPPLIER are expressly waived. Renunciation and set off are reserved subject to the written approval of WEIDMANN.

13 Right of Withdrawal

WEIDMANN is entitled to cancel an order without the SUPPLIER being able to submit any claims if the SUPPLIER's delivery is more than 7 days overdue in spite of a warning. In this case WEIDMANN is entitled to claim damages for non-fulfilment.

14 Industrial Property Rights and Confidentiality

The SUPPLIER assures WEIDMANN that the goods it supplies do not infringe any national or international industrial property rights (patents, designs, trade marks, copyrights, etc.) and guarantees their full freedom and permission of use and trade on the domestic market and abroad. The SUPPLIER undertakes to release WEIDMANN from claims by third parties for the infringement of national or international property rights related to the supplied goods and to refund the damage incurred by WEIDMANN.

Order documents, drawings, models, samples etc. made available to the SUPPLIER by WEIDMANN for the execution of the order, shall remain WEIDMANN's property and barring WEIDMANN's written consent must neither be passed on to third parties nor be used by the SUPPLIER for its own purposes. They must be protected from unauthorized disclosure or use and must be returned in good order to WEIDMANN at the latest at the time of delivery. The SUPPLIER is not allowed to take copies. Similarly, it is not entitled to retain such objects.

The SUPPLIER undertakes to keep secret all technical data or other commercial or technical information it has become cognisant of as a result of its business relationship with WEIDMANN.

Such knowledge must only be used for the execution of contracts for the benefit of WEIDMANN and shall only be accessed by the co-workers entrusted with the execution of the contract. These co-workers shall be sworn to secrecy.

If for the execution of the contract the SUPPLIER produces tools, drawings or other production tools at WEIDMANN's expense, the property of these objects is immediately transferred to WEIDMANN after production. If partial cost participation was agreed then WEIDMANN acquires co-proprietorship corresponding to its share in the costs.

Until revocation, the SUPPLIER is obliged to store these production tools at its own expense.

WEIDMANN shall have the right of use for the production tools.

The SUPPLIER is not entitled to use them outside the scope of the contract without WEIDMANN's consent.

The production tools shall be marked in such a way that WEIDMANN's property status is documented with regard to third parties also. The SUPPLIER is not entitled to claim a retention right for these objects.

15 Tools / Devices / Models

All tools lent out by WEIDMANN must be treated with due care and, unless otherwise agreed, must be returned in perfect condition once the assignment has been completed. Their use by third parties is prohibited.

The equipment lent out must be adequately stored and maintained and shall also be insured against damage by the SUPPLIER at its expense.

16 Material Procurement by the Client

All material made available to the SUPPLIER is and remains WEIDMANN's property. The SUPPLIER shall refrain from any acquisition of property in compliance with Article 725 - 729 CC. Such material shall be visibly stored separately from the other material as property of WEIDMANN and shall be adequately insured against fire, water, theft and catastrophes (acts of God) at the SUPPLIER's expense and must only be used for the purpose for which they were intended.

17 Reservation of Property

In the event ordered material is machined or processed into products of WEIDMANN, any possible property reservation is cancelled. The SUPPLIER undertakes to remove all entries from the property reservation register.

18 Contract Penalties

WEIDMANN is entitled to invoice claims to the SUPPLIER.

19 Insurance coverage

The SUPPLIER has to conclude and maintain an operating and product liability insurance that covers all liable claims in connection with/associated with the services or products of the SUPPLIER. This insurance must cover a minimum of CHF 3 Mio per event. Upon request, the SUPPLIER has to give evidence on the before-mentioned at least once a year. The transportation insurance has to be finalized according to the delivery conditions.

20 Partial Nullity

Should individual stipulations of the purchasing conditions be or become fully or partly ineffective, the remaining stipulations remain applicable. In this instance, the fully or partly ineffective stipulations must be replaced by a valid stipulation whose economic content shall be as close as possible to that of the ineffective stipulation.

21 Privacy Policy and Data Processing

When entering into a business relationship, the SUPPLIER provides WEIDMANN with the following personal data

- Title, name, surname of the SUPPLIER's representatives/data subject having contact with WEIDMANN
- Email addresses of the representatives/data subjects
- Address
- Telephone number of the representatives/data subjects
- Additional info needed for maintaining a business relationship

WEIDMANN collects the personal data:

- to identify the SUPPLIER
- to fulfill on the SUPPLIER's orders
- to correspond with the SUPPLIER
- for invoicing as well as invoice processing
- for possible warranty handling as well as for the enforcement of potential claims against the SUPPLIER

Data processing is conducted based on the wish of the SUPPLIER to fulfill its order and satisfy the contractual obligations. Therefore, data processing is reasonable and justifiable according to Art. 6 Abs. 1 lit. b GDPR. For technical reasons, it can be required that data is saved on servers of other companies associated with WEIDMANN or WEIDMANN's contractors (who are appointed as per specification of Art. 28 GDPR).

The personal data of the SUPPLIER's representative is being saved as long as the business relationship is in place and at least ten years beyond.

According to GDPR the SUPPLIER can rely on the following rights:

- right of access to the data by the data subject, see Art. 15 GDPR
- right to rectification of the data, see Art. 16 GDPR
- right to erasure the data, see Art. 17 GDPR
- right to restriction of processing the data, see Art. 18 GDPR
- right to data portability, see Art. 20 GDPR
- right to lodge a complaint with a supervisory authority, see Art. 77 GDPR

The SUPPLIER's representative/data subject shall have the right to object (according to Art. 21 GDPR) at any time to processing of its personal data, based on grounds relating to his or her particular situation and/or on basis of a legitimate interest, according to Art. 6 Abs. 1 lit. f GDPR. This right to object can be exercised by sending an email to data-protection@weidmann-group.com.

In return, the SUPPLIER is obliged to comply with the GDPR of the EU as well as other locally applicable laws, regulations and provisions. In case of violation of those laws and regulations, the SUPPLIER agrees to hold WEIDMANN harmless from any damage occurred.

22 Disputes

The legal settlement of disputes resulting from the execution of the contract shall be brought before the competent courts. The sole place of jurisdiction is Rapperswil.

23 Applicable Law

All legal disputes arising from orders or other agreements of WEIDMANN will be exclusively settled under Swiss Law excluding the UN Convention on Contracts for the International Sale of Goods (Vienna sales legislation).

Rapperswil, October 1, 2018