

General Terms and Conditions of Purchase for the SIG Group

1 Applicability

These General Terms and Conditions of Purchase ("GTCP") define the terms and conditions governing the supply of Products and/or Services by the Supplier to SIG, in the absence of any Principal Agreement.

2 Definitions and Interpretation

2.1 Definitions

"**Affiliated Company**" means a person, company or entity directly or indirectly controlling, controlled by, or under common control with a Party; "control", "controlling" or "controlled" means power and ability to direct the management and policies of the controlled company through ownership of or control of more than fifty percent (50%) of the voting shares of the controlled company.

"**Applicable Laws**" means all laws, statutes, regulations, orders, rules, codes, industry or self-regulatory standards, guidance, directions, and principles to which any Party is subject and/or in any jurisdiction in which the Services and/or Products are provided.

"**Background Intellectual Property Rights**" means the Intellectual Property Rights, which the relevant Party owns on the Effective Date or develops or acquires outside of the scope of the Contract.

"**Business Day**" means a day, other than a Saturday, Sunday, or public holiday, in the country of SIG's principal place of business, when banks in such country are open for business.

"**Contract**" means the contract that results from the acceptance by the Supplier of the Order pursuant to Sub-Clause 3.2, for the supply of Products and/or provision of Services in accordance with these GTCP.

"**Damages**" means damages, liabilities, losses, claims, expenses, fines, charges, and costs (including but not limited to field actions, troubleshooting, retrofitting, assembly and disassembly, transport, travel, labor, material, customs duties, scrapping, in- and out-of-court-costs, and legal fees).

"**Deliverables**" means all documents, products and materials developed by the Supplier or its Personnel as part of or in relation to the Products and/or Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications, and reports (including drafts).

"**Delivery Date**" has the meaning set forth in Sub-Clause 4.1.1 b).

"**Incoterms**" means the International Commercial Terms published by the International Chamber of Commerce as in force when the Contract is concluded.

"**Items**" has the meaning set forth in Sub-Clause 4.6.2.

"**Order**" means the written purchase order issued by SIG to the Supplier for the supply of Products and/or provision of Services.

"**Party**" means SIG or the Supplier; "**Parties**" means SIG and the Supplier.

"**Personal Data**" has the meaning given to it under the applicable data protection laws.

"**Personnel**" means the employees, staff members, representatives, workers, and sub-contractors (or any of their employees, staff members, representatives, workers, and sub-contractors) supplying Products or providing Services under the Contract

"**Principal Agreement**" means a specific written agreement, other than the Contract, concluded between SIG and the Supplier for the supply of Products and/or the provision of Services.

"**Products**" means the products to be supplied by the Supplier in accordance with the Contract.

"**Security Breach**" means an occurrence of a computer malware and spyware, denial of service attacks, denial of service attack extortion, or all known and unknown versions of hacking and extortion.

"**Services**" means the services to be provided by the Supplier in accordance with the Contract.

"**SIG**" means the Affiliated Company of the SIG Group issuing an Order to Supplier.

"**SIG Group**" means SIG Group AG and its Affiliated Companies.

"**Specifications**" means the specifications for the Products and/or Services as set out in the Contract.

"**Supplier**" means the Party to the Contract that supplies the Products and/or provides the Services to SIG under the Contract.

"**Supplier Group**" means the Supplier and its Affiliated Companies.

2.2 Interpretation

2.2.1 Clause and paragraph headings are for convenience only and shall not affect the interpretation of these GTCP.

2.2.2 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

2.2.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

2.2.4 References to any Party shall include that Party's personal representatives, successors and permitted assigns.

2.2.5 A reference to Applicable Laws is a reference to it as amended, consolidated, replaced, or updated from time to time, including all subordinate legislation made from time to time under these Applicable Laws.

2.2.6 A reference to in writing or in written form excludes fax but not email.

2.2.7 Unless otherwise specified, references to Clauses or to Sub-Clauses are to the Clauses or to the Sub-Clauses of these GTCP.

2.2.8 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

3 Order and Conclusion of a Contract

3.1 The Order constitutes an offer by SIG to purchase the Products and/or Services from the Supplier in accordance with these GTCP.

3.2 The Order shall be deemed to be accepted and become effective on the date being the earlier of ("**Effective Date**"): a) the Supplier issuing written acceptance of the Order, or b) any act by the Supplier consistent with fulfilling the Order.

3.3 These GTCP apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate in any quotation, delivery note, or invoice, or which are implied by law, trade custom, practice, or course of dealing.

3.4 These GTCP shall apply to the supply of both Products and Services except where the application to one or the other is specified.

3.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Supplier that is inconsistent with these GTCP.

3.6 SIG may change or cancel Orders or reschedule Delivery Dates if it notifies Supplier at least 10 calendar days prior to the Delivery Date.

3.7 A Contract includes these GTCP (including, without limitation, the SIG Supplier Code of Conduct and the SIG Information Security & Compliance Requirements) and the Order (including, without limitation, the Specifications).

3.8 If a conflict between the documents of a Contract exists, then the following order of priority applies: a) the Specifications, b) the SIG Supplier Code of Conduct, c) the SIG Information Security & Compliance Requirements, d) these GTCP, and e) the Order.

4 Supply of Products and Provision of Services

4.1 Delivery of Products

4.1.1 The Supplier shall deliver the Products: a) in accordance with the Incoterms "DDP" unless otherwise specified in the Order, b) during business hours of the incoming goods department on the date specified in the Order, or, if no date is specified, within ten Business Days of the date of the Order ("**Delivery Date**"), and c) to the place of delivery set out in the Order ("**Delivery Address**").

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- 4.1.2 Time is of the essence for delivery of the Products.
- 4.1.3 Delivery shall not be deemed complete until the Products are safely unloaded at the Delivery Address in full and signed for as received by SIG.
- 4.1.4 The Supplier shall accompany the Products with a delivery note which includes the Deliverables specified in the Contract and/or required under the Applicable Laws ("**Delivery Documentation**"). The Delivery Documentation shall as a minimum include the Order number and contain a detailed list of the Products (including type and quantity), instructions for their use, storage (if any) and service, an OEM or manufacturer part number if available, a certificate of conformity stating that the Products conform with the Specifications and the Applicable Laws, and the Deliverables.
- 4.1.5 The Supplier shall properly pack and mark the Products in accordance with the instructions set out in the Contract. In the absence of any packaging instructions, the Supplier shall apply a standard that ensures transportation and delivery to SIG without any damage to the Products and shall ensure that the packaging and marking of the Products complies with the requirements of the Applicable Laws. SIG shall not, but may, return to the Supplier any packaging materials of the Products.
- 4.1.6 If the Supplier delivers the Products before the Delivery Date or more Products or other products than ordered by SIG, SIG shall not be responsible for taking delivery of, storing, or maintaining those Products and may:
- return any excess or prematurely delivered Products to the Supplier at Supplier's risk and cost, or
 - claim any other costs suffered and/or incurred by SIG.
- 4.2 Provision of Services**
- 4.2.1 The Supplier shall provide the Services to SIG in accordance with the terms specified in the Contract. Time is of the essence for the provision of the Services.
- 4.2.2 In providing the Services, the Supplier shall:
- co-operate with SIG in all matters relating to the Services, and comply with all instructions of SIG,
 - perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade,
 - use Personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract,
 - ensure that the Services will conform with all obligations, descriptions, standards, and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that SIG expressly or impliedly makes known to the Supplier,
 - provide all equipment, tools and vehicles and such other items as are required to provide the Services,
 - use the best quality goods, materials, standards, and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to SIG, will be free from defects in workmanship, installation, and design,
 - obtain and always maintain all licenses and consents which may be required for the provision of the Services,
 - observe all health and safety rules and regulations and any other security requirements that apply at any of the SIG's premises,
 - not do or omit to do anything which may cause SIG to lose any license, authority, consent, or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that SIG may rely or act on the Services, and
 - comply with any additional obligations as set out in the Service Specification.
- 4.3 Delay**
- 4.3.1 If the delivery of the Products and/or the provision of Services is likely to be delayed, the Supplier shall immediately notify SIG in writing and take all necessary measures to mitigate the effects of the delay at its cost.
- 4.3.2 If the Supplier fails to deliver the Products and/or to provide the Services on the date specified in the Contract, except for reasons solely attributable to SIG, SIG may claim or deduct for each day of delay in delivery of the Products and/or performance of the Services, by way of liquidated damages ("**Liquidated Damages**"), an amount of 1% of the value of the Order (exclusive of value added tax), up to a maximum amount of 10% of the value of the Order (exclusive of value added tax).
- 4.3.3 The Parties agree that quantifying losses arising from Supplier's delay is inherently difficult and that the Liquidated Damages are a genuine pre-estimate of the Damages that SIG may suffer and/or incur from any delay, and not a penalty. The Parties confirm that these liquidated damages are reasonable and proportionate to protect SIG's legitimate interest in the performance of the Contract.
- 4.3.4 The Liquidated Damages are without prejudice to any other remedy SIG may have under the Contract or at law such as the right to terminate the Contract completely or partly in accordance with Sub-Clause 17.2 a), specific performance, or to seek further compensation for the Damages suffered.
- 4.3.5 If a dispute arises between the Parties regarding the Products and/or Services, the Supplier shall not withhold its Products and/or Services and Deliverables pending the resolution of that dispute and shall continue to perform its obligations in accordance with the terms of the Contract.
- 4.4 Transfer of Risk and Ownership**
- 4.4.1 Unless otherwise agreed between the Parties in writing, the risk of damage or loss of the Products shall pass to SIG at delivery of the Products in accordance with Sub-Clauses 4.1.1 a) and 4.1.3.
- 4.4.2 Ownership of the Products shall be transferred to SIG at delivery of the Products in accordance with Sub-Clauses 4.1.1 a) and 4.1.3.
- 4.5 Inspection**
- 4.5.1 SIG may, at its discretion, after delivery of the Products and/or the completion of the Services within a reasonable time and to the extent reasonably possible:
- inspect the Products and/or Services with respect to visible transport defects and deviations from the identity, quantity or terms specified in the Order,
 - perform random tests to identify Products not-complying with the Specifications, and
 - notify the Supplier of defective Products, Products and/or Services deviating from the identity, quantity and other terms specified in the Order, and Products not complying with the Specifications ("**Non-Complying Products**", "**Non-Complying Services**").
- 4.5.2 If following such inspection or testing SIG has become apparent of Non-Complying Products and Non-Complying Services, SIG has reasonable time to inform the Supplier and may reject in whole or in part Non-Complying Products and/or Non-Complying Services.
- 4.5.3 The Supplier shall immediately take such remedial action as is necessary to ensure compliance with the requirements under the Contract. SIG may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 4.5.4 Completion of an inspection or a random test under Sub-Clause 4.5.1 and/or the execution of any document acknowledging physical receipt of any Products and/or Services are not deemed to constitute or evidence acceptance or approval of the Products and/or Services.
- 4.6 Documents and Production Aids**
- 4.6.1 The Supplier shall arrange, provide, and operate all equipment, material, facilities, supplies, related support services and Personnel necessary for its obligations under the Contract.
- 4.6.2 If SIG provides the Supplier documents (drawings, manufacturing, testing and delivery instructions, data, etc.) and/or production aids (samples, models, equipment, and tools, etc.) (together the "**Items**"):
- the Supplier acknowledges and agrees that SIG disclaims all warranties on the Items,
 - the Supplier shall store and treat the Items appropriately, adequately protect them against any use not authorized by SIG, and insure them against possible damage,
 - the Supplier shall immediately report to SIG any loss, damage, theft, or deterioration of the Items that is beyond normal wear and tear,
 - the Supplier shall not, without SIG's prior written consent, use the Items in connection with any purpose other than the supply of the Products and/or provision of Services to SIG,
 - the Supplier shall not cause or permit any lien, claim, or other encumbrance to the Items, or to any other item or Product that is the subject matter of the Contract,
 - the Supplier shall be liable for any damage to the Items, and
 - Upon SIG's request or on termination of the Contract, whichever is earlier, the Supplier shall return the Items to SIG in the same condition as when delivered to the Supplier, excluding normal wear and tear. The return of the Items, or other disposal as SIG may direct, will be at Supplier's cost.

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5 Spare Parts, Maintenance Services and Software

- 5.1 The Supplier shall supply SIG with the spare parts for the Products ("**Spare Parts**") at competitive prices and reasonable delivery times, for the duration of the Contract and for a period of 10 years from the termination or expiry of the Contract.
- 5.2 SIG may purchase the Spare Parts directly from Supplier's sub-contractors or from any other third party.
- 5.3 The Supplier shall provide at reasonable cost to SIG for a period of three years of the Products maintenance services, updates and upgrades for any software included in or related to the Products to ensure their functionality in accordance with the Specifications.

6 Quality and Audits

- 6.1 The Supplier shall have an effective quality management and assurance system in place to perform its quality obligations as defined in the Contract. SIG may carry out its own qualification of the Supplier.
- 6.2 The Supplier shall continuously improve the quality of its Products and Services.
- 6.3 The Supplier shall produce, maintain, and preserve the records as required under the Applicable Laws and the Contract to enable SIG to:
- fulfill any legally enforceable request by a regulatory authority or other law enforcement agency,
 - verify that the Products and/or Services are being provided and all obligations of the Supplier are being performed in accordance with this Contract, and
 - identify or investigate suspected fraud.
- 6.4 Upon providing the Supplier with not less than two Business Days written notice, SIG itself, its instructed auditors, or other professional advisors (together the "**SIG Auditors**") may during working hours enter Supplier's relevant premises to perform audits of the Supplier during the term of the Contract and a period of two years after its termination.
- 6.5 The Supplier shall provide all required and appropriate assistance and co-operation to the SIG Auditors. The SIG Auditors may access, inspect, refer to, make, and retain copies of all records of the Supplier.

7 Prices and Terms of Payment

- 7.1 The prices and the applicable currency are set out in the Contract. Unless otherwise agreed in writing, all prices are firm and fixed, "DDP" Incoterms for Products, and exclusive of value added tax and all sales taxes.
- 7.2 In the absence of any deviating instructions, the Supplier shall send its invoice as set forth in the Contract.
- 7.3 The invoices must comply with the requirements of the Applicable Laws and include the following information unless otherwise specified in the Order:
- SIG's full corporate name and full address of the registered office,
 - Origin of the Products, if legally required,
 - SIG's Order number,
 - SIG's part number, and
 - Delivery Documentation number.
- 7.4 SIG may reject incorrect invoices and inform the Supplier accordingly. In that case, the payment period begins on the day of receipt of the new and correct invoice.
- 7.5 Unless agreed otherwise, all invoices of the Supplier for the Products and/or Services are payable and due 90 calendar days from the date of a correct invoice.
- 7.6 If the Supplier fails to deliver all or part of the Products and/or Services in accordance with the Contract, SIG may withhold the payment of the whole or a proportional amount of the invoice until the Supplier has fulfilled its obligations in full.
- 7.7 The Supplier shall not assign its claims or receivables under the Contract to a third party without the prior written consent of SIG.
- 7.8 Payment by SIG for any Products and/or Services neither indicates nor constitutes acceptance of these Products and/or Services.
- 7.9 SIG may offset its claims against receivables of the Supplier.

8 Confidentiality and Public Announcements

8.1 "Confidential Information" means:

- the terms and conditions of the Contract and in respect of each Party, all information and data of whatever nature whether disclosed orally, in writing or by any other means which relates to a Party's or any Affiliated Company's trade secrets, know-how, research, developments, technical and business information relating to products, services, methods and processes, suppliers, existing or potential customers and personnel whether or not designated as confidential information but which by its nature is confidential,
- notes, reviews, analysis, reports, and any other information derived from any of the information described in sub-clause a) above, and
- information designated as confidential.

Each Party ("**Recipient**") shall keep, treat, and maintain the Confidential Information that it receives from the other Party ("**Provider**") confidential and protected against theft, damage, loss, or unauthorized access, and use it only for the performance of the Contract.

8.2 Each Party may disclose the Confidential Information to its Affiliated Companies and Personnel on a "need-to-know" basis for the performance of the Contract, if they are made aware of the obligation of confidentiality under the Contract and are bound to keep any Confidential Information disclosed to them confidential.

8.3 The obligations of confidentiality shall not apply to any information, which:

- is or becomes generally and lawfully available to the public,
- was obtained by the Recipient from a third party entitled to disclose the information,
- was in the written records of the Recipient prior to the date of receipt from the Provider,
- the Recipient independently developed without reliance upon Confidential Information of the Provider, or
- is required to be disclosed under any Applicable Law, or by order of a court, governmental body, or authority of competent jurisdiction.

8.4 Each Party shall immediately upon becoming aware of any unauthorized disclosure, theft, damage, unauthorized access, or misuse of the Confidential Information of the other Party give notice to the other Party.

8.5 Upon request of the Provider or on termination of the Contract, the Recipient shall return, destroy (as directed) and/or erase from its computer systems all Confidential Information of the Provider then in its possession or control, and on request, certify in writing to SIG that it has complied with the requirements of this Sub-Clause 8.5

8.6 Unless it is required under Applicable Laws, no Party shall issue or make any media or press release or other public announcement in connection with the Contract without the written consent of the other Party.

8.7 The obligations of the Parties under this Clause 8 survive the termination of the Contract for a period of five years.

9 Intellectual Property Rights

9.1 "Intellectual Property Rights" means any rights, titles and interests in patents, trademarks, product designations, service marks, trade and business names, rights in design, utility models, copyrights, database rights, know-how (including trade secrets and Confidential Information) and any other similar rights whether presently existing, registered or registration has been applied for (including the right to apply for one of these property rights) and any analogous rights to any of the aforementioned property rights under any jurisdiction.

9.2 Each Party retains the sole ownership of its Background Intellectual Property Rights.

9.3 All Intellectual Property Rights developed by Supplier specifically for SIG under the Contract ("**Work Product**"), except for any Supplier Background Intellectual Property Rights contained within such Work Product, shall be owned by SIG. At the request of, and at no additional cost to SIG, the Supplier shall promptly do all such things and sign all documents necessary to (i) vest all Intellectual Property Rights in or arising out of any Work Product in SIG, absolutely and (b) enable SIG to defend and enforce its Intellectual Property Rights.

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- 9.4 All documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Supplier specifically for SIG under the Contract ("Work Product"), except for any Supplier Background Intellectual Property Rights contained within such Work Product, shall be owned by SIG. At the request of and at no additional cost to SIG, the Supplier shall promptly do all such things and sign all documents necessary to (i) vest all Intellectual Property Rights in or arising out of any Work Product in SIG, absolutely and (b) enable SIG to defend and enforce its Intellectual Property Rights.
- 9.5 If any Product and/or Services contain, depend, or require Supplier's Background Intellectual Property Rights, Supplier shall inform SIG accordingly and grant SIG and the Affiliated Companies of the SIG Group a perpetual, world-wide, royalty free right to use, manufacture, have manufactured such Supplier's Background Intellectual Property Rights and to grant or sublicense the rights granted in this Sub-Clause 9.5.
- 9.6 Supplier may only use SIG's Background Intellectual Property Rights in accordance with SIG's written instructions and only to the extent necessary to fulfill the obligations for which SIG has made such Background Intellectual Property Rights available.
- 9.7 The Supplier warrants that none of the Products and/or Services infringes any Intellectual Property Rights of any third party.
- 9.8 Each Party shall immediately notify the other Party if it becomes aware that the Products and/or Services infringe or are likely to infringe the Intellectual Property Rights of a third party.
- 10 Compliance**
- 10.1 The Supplier shall comply with all Applicable Laws and regulations, including but not limited to antitrust and competition law, prevention of corruption, prevention of money laundering, export control and foreign trade, conflict minerals sourced from conflict-affected or high-risk areas, and data protection laws.
- 10.2 The Supplier shall comply with the SIG Supplier Code of Conduct (the latest version is available on the website of SIG at www.sig.biz/en/gtc).
- 10.3 The Supplier shall ensure that all its Personnel involved in the supply of Products or provision of Services under these GTCP and/or the Contract are contractually bound to comply with the terms of this Clause 10.
- 10.4 The Supplier shall provide SIG without undue delay with any information that may be requested by the competent authorities or the SIG Group's customers in connection with SIG's compliance obligations.
- 11 Cybersecurity**
- 11.1 The Supplier shall comply with the obligations under the Applicable Laws in relation to all cybersecurity risks associated with the performance of the Contract and the requirements set out in the SIG Information Security & Compliance Requirements (the latest version is available on the website of SIG at www.sig.biz).
- 11.2 The Supplier warrants that its collection, access, use, storage, disposal, and disclosure of Personal Data and Confidential Information relating to SIG, which is used or generated in the performance of this Contract, complies with all Applicable Laws and the Contract.
- 11.3 The Supplier shall:
- secure SIG's and its own data necessary for the performance of the Contract against unauthorized access, modification, destruction, and other misuse,
 - use state-of-the-art technical and organizational measures to ensure data security (e.g., ISO/IEC 27001),
 - provide SIG a contact for all cybersecurity related issues (available during business hours),
 - As soon as practical, but no later than 24 hours after the Supplier becomes aware of it, report to SIG all relevant cybersecurity incidents or Security Breaches occurred or suspected and vulnerabilities discovered in Supplier's operations, services, and products, if and to the extent SIG is likely to be affected,
 - fully cooperate with SIG in SIG's handling of any Security Breach, including without limitation assisting with any investigation, and making available all relevant records and data, and
 - use its best efforts to immediately remedy the Security Breach and prevent any further Security Breach.
- 11.4 Upon SIG's request, the Supplier shall provide written evidence of its compliance with this Clause 11.
- 11.5 The Supplier shall, subject to mandatory Applicable Laws, not inform any third party of any Security Breach without the prior written consent of SIG.
- 12. Product Recalls and Withdrawals**
- 12.1 Each Party shall immediately notify the other Party if it:
- becomes aware that there is or may be a systematic defect in the Products,
 - becomes aware of any error or omission in Supplier's instructions for the use, storage and/or handling of the Products,
 - becomes aware of any circumstances in relation to the manufacture, storage or storage of the Products that may give rise to a defect in the Products, or
 - receives any complaints relating to the Products (a) through d) together the "**Notifiable Events**").
- 12.2 If the Supplier intends to recall the Products due to any Notifiable Event ("**Supplier Recall**"), it shall not voluntarily recall the Products without giving SIG as much advance notice as is reasonably possible.
- 12.3 In case of a Supplier Recall, the Supplier shall:
- provide SIG with that co-operation and assistance as SIG reasonably requires in identifying the affected Products,
 - provide SIG with regular updates and information with respect to the status of the Supplier Recall,
 - share any guidance and/or instructions provided by any applicable authority regarding the Supplier Recall, and
 - not make any statements relating to the Supplier Recall without consultation with SIG.
- 12.4 If any of the Notifiable Events leads to a recall or withdrawal of the Products or the products, into which the affected Products have been incorporated, either voluntarily by SIG or by order of any applicable authority ("**SIG Recall**"), which is in the reasonable opinion of SIG caused by or attributable to the Products, the Supplier shall:
- provide in a timely manner, all co-operation and assistance as SIG reasonably requires developing a recall strategy,
 - work with SIG (and any applicable authority) in preparing those reports and information as may be required, and
 - not make any statements relating to the SIG Recall without the prior written approval of SIG.
- 12.5 If the Supplier Recall or SIG Recall is caused by or attributable to Products delivered by the Supplier, the Supplier shall at its own cost and at SIG's election, replace, rework, or destroy all Products subject to the Supplier Recall or SIG Recall in accordance with SIG's reasonable instructions.
- 12.6 The Supplier shall:
- pay all Damages resulting from the Supplier Recall or SIG Recall including, without limitation, SIG's fines and other reasonable expenses associated with withdrawing, recalling, replacing, reworking, or destroying any affected Products in accordance with SIG's directions, and
 - reimburse, or at SIG's election, credit SIG's account or permit SIG to offset from any sum owed by SIG to the Supplier all costs incurred by SIG in connection with such recall.
- 13. Insurance**
- 13.1 The Supplier shall have in force and shall maintain at its own cost insurance policies with reputable and financially solvent insurance providers that cover at least the following risks and amounts during the term of the Contract and for a reasonably adequate period following termination of the Contract for any reason:
- workers' compensation insurance, or its equivalent, employer's liability insurance, or its equivalent, with respect to Supplier's personnel sufficient to cover all claims for illness, injury, death, and disability, or other benefits required to be paid by Applicable Laws, in connection with the performance of the Contract,
 - a comprehensive general liability and product liability insurance with a bodily injury and property damage limit of not less than EUR 5 million per occurrence,
 - a professional liability insurance or its equivalent in the country of Supplier's principal place of business of not less than EUR 5 million per occurrence or series of occurrences arising from the

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- same event wherever the Contract covers the provision of Services, and
- d) Insurances that cover the contractual and tortious risks associated with the risks of breaches of Clause 9 (Intellectual Property Rights), Sub-Clause 10.1 (data protection laws), Clause 11 (Cybersecurity) of not less than EUR 5 million per occurrence.
- 13.2 The Supplier shall within ten Business Days of any request by SIG provide SIG with all documentation as is necessary to prove Supplier's continuing compliance with its obligations to insure under this Clause 13 including a copy of the insurance policy or insurance certificate. If the Supplier cannot provide that evidence to SIG on request, SIG may arrange that insurance and recover the cost from the Supplier.
- 13.3 The Supplier shall immediately give SIG written notice in the event of any cancellation or any material change in any of the policies referred to in Sub-Clause 13.1.
- 13.4 Nothing in this Clause 13 or the terms of any insurance policy or the level of any cover relieves, limits, or excludes Supplier's liability under the Contract.
- 13.5 If required by a change in the circumstances, SIG and the Supplier agree to consider any other form of insurance cover on a mutually acceptable basis.
- 14. Warranties**
- 14.1 In addition to and without prejudice to the other obligations of the Supplier under the Contract or at law, the Supplier warrants for a period of 24 months from the Delivery Date that the Products:
- comply with the Specifications and other requirements under the Contract,
 - comply with the Applicable Laws,
 - are new at the Delivery Date, do not contain used or reconditioned parts, and are of good quality,
 - are fit for the intended purpose and use under the Contract or, in absence thereof, are fit for the purpose the Products would ordinarily be used for,
 - are free from defects in design, materials, and workmanship, and are manufactured, packaged, and supplied in accordance with SIG's reasonable instructions, Applicable Laws, and good industry practice.
- 14.2 The Supplier further warrants for a period of 36 months from the Delivery Date that at that date:
- it has full legal, beneficial, and unencumbered title to the Products,
 - it possesses all licenses, approvals, permits and authorizations necessary for the manufacture of the Products and as otherwise necessary to perform its obligations under the Contract.
- 14.3 The Supplier warrants for a period of 24 months from the completion date of the Services that:
- it conducted all activities related to the performance of the Services with all diligence,
 - the specific work results fulfill, if applicable, the Specifications expressly agreed upon in the Contract, and
 - the Services comply with the Applicable Laws.
- 14.4 SIG shall notify the Supplier within reasonable time after identifying a breach of the warranties herein.
- 14.5 During the warranty period, SIG may, at Supplier's cost, repair the Products itself, have them repaired by third parties, or arrange for replacement if - upon written request - the Supplier fails to remedy the consequences of a breach of the warranties within a reasonable period set by SIG. This also applies without requiring a prior request in urgent cases to ensure operational safety or to avoid large damage. Any repair or replacement of the Products affected by the Supplier shall give rise to the application of a new warranty period covering the Products concerned for a period of 24 months from the date of repair or replacement.
- 14.6 Where possible, upon Supplier's request, SIG shall make available defective Products to the Supplier at Supplier's cost. If the Supplier does not make that request, SIG may return or scrap defective Products at Supplier's cost.
- 14.8 The Supplier shall bear all Damages from its breach of the warranties herein.
- 15. Liability / Indemnification**
- 15.1 Each Party shall be liable and compensate the other Party for any Damages resulting from any breach of its obligations under the Contract. In addition to Damages, SIG may claim specific performance and injunctive relief in case of an actual or threatened breach of Supplier's delivery obligations regarding timeliness, quantity, or quality of the Products.
- 15.2 The Supplier shall supervise and be responsible for all actions performed by its Personnel and for their compliance with the terms and conditions of the Contract.
- The Supplier shall be fully responsible and liable and compensate SIG for any action, omission, negligence, or misconduct of its Personnel.
- 15.3 The Supplier shall indemnify and hold SIG and its Affiliated Companies harmless from and against all Damages arising out of or resulting from any third-party claim against SIG or any of its Affiliated Companies for:
- death, personal injury and/or property damage resulting from or being attributable to the Products,
 - a breach of the warranty under Sub-Clause 9.6 (Intellectual Property Rights of third parties),
 - Supplier's failure to comply with any of its obligations under Clauses 10 (Compliance) and 11 (Cybersecurity),
 - a Supplier Recall or a SIG Recall under Sub-Clauses 12.2 and 12.3 (Product Recalls and Withdrawals), and
 - the supply of Products and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, or its Personnel.
- 15.4 Upon SIG's request and at Supplier's cost, the Supplier shall provide SIG with appropriate and reasonable assistance in defending claims and/or actions by third parties.
- 15.5 The Supplier acknowledges that any breach of its covenants or obligations under the Contract may cause SIG irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of any breach or threatened breach, SIG may seek equitable relief such as injunctive relief or specific performance, and any other relief that may be available, in addition to any other remedy to which SIG may be entitled under the Contract or Applicable Laws.
- 16. Force Majeure**
- 16.1 "Force Majeure" means any event or circumstance, which (i) is beyond the reasonable control of the Party affected thereby, (ii) could not reasonably have been foreseen at the date of the Contract, and (iii) the affected Party, acting and having acted with all due diligence, could not have prevented, mitigated, or overcome, including among others and subject to the conditions set out herein:
- act of God, earthquake, fire, explosion, flood, lightning,
 - war, act of public enemy, revolution, act of terrorism,
 - material change in law,
 - currency, and trade restrictions,
 - pandemic and epidemic restrictions enacted and implemented by national authorities and / or state agencies, or
 - national strikes and national labor disputes.
- For the avoidance of doubt, factory unrest, employee strike or lack of qualified Personnel related to the affected Party only, supply chain distortions, financial problems, or an event that merely increases the cost of rendering performance under the Contract does not constitute a Force Majeure event.
- 16.2 The Supplier shall not seek Force Majeure relief under the Contract due to its own supplier or subcontractor delays, unless the cause for those delays meets the criteria defined in Sub-Clause 16.1.
- 16.3 No Party will be in breach of the Contract or be liable for any failure or delay in performing any obligations under the Contract resulting from a Force Majeure event, provided that the Party affected shall immediately notify the other Party in writing and take all reasonable steps to mitigate the effects of the Force Majeure event.
- 16.4 During any Force Majeure event affecting Supplier's performance, SIG may purchase the Products and/or Services from other sources and reduce the quantity to be taken under the Contract by those quantities without liability to the Supplier.

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16.5 If the Force Majeure event continues for longer than 30 calendar days from the notification of the affected Party to the other Party, the Party that is not affected by the Force Majeure event may, immediately terminate the Contract by notice in writing to the other Party.

17. Term and Termination

17.1 Unless otherwise agreed, the Contract is valid from the date of acceptance of an Order and continues until the Order has been entirely fulfilled in accordance with the Contract.

17.2 Each Party may immediately terminate the Contract without liability to the other Party by giving notice in writing to the other Party if the other Party:

- a) commits a material or persistent breach of the Contract and if that breach is remediable fails to remedy it within 30 days of receipt of written notice of the breach, specifying the breach and requiring remedy, or
- b) initiates out-of-court restructuring measures, composition proceedings, or insolvency proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent.

17.3 SIG may immediately terminate the Contract without liability to the Supplier by giving notice in writing to the Supplier if:

- a) the Supplier is acquired by a competitor of the SIG Group,
- b) the financial or operational position of the Supplier or the Supplier Group deteriorates to such an extent that in the reasonable opinion of SIG, the capability of the Supplier to fulfill its obligations under the Contract is materially impaired, or
- c) SIG's continuation of the Contract places SIG or any of its Affiliated Companies in breach of Applicable Laws.

17.4 Clauses 1, 2, 5, 8, 9, 12 - 15, 17.4, 18 and 19 and any other provision, which by its nature would reasonably be construed as surviving, will survive the termination of the Contract.

18. Miscellaneous

18.1 Notices and Communication

a) All notices and other communication required or permitted to be given or made pursuant to the Contract shall be in writing in the English language unless otherwise agreed by the Parties and shall be sent by (i) an overnight courier service of recognized international standing delivering an acknowledgement of receipt (such as FedEx or DHL or by (ii) email.

b) Any notice or communication made in accordance with Sub-Clause 18.1 shall be deemed to have been duly given or made as follows:
i) if sent by an overnight courier service of recognized international standing, on the date of the first presentation of the courier, or
ii) if sent by email, on the date indicated on that email,

provided, however, that if, in accordance with the above provisions, that notice or other communication is given or made on a date which is not a Business Day, it shall be deemed to be given or made at the start of the next Business Day.

c) The Parties may execute any agreement with electronic signature, which is considered as an original signature for all purposes and has the same force and effect as an original signature.

18.2 Severability

If any provision in whole or part of the Contract is held by any competent court or authority to be invalid, or unenforceable, the remaining provisions, or the remaining portion of that provision, remain in full force and effect. If required, the Parties shall replace the invalid or unenforceable provision with a valid and enforceable provision having similar economic consequences.

18.3 Assignment and Subcontracting

a) The Supplier shall not assign, transfer, or subcontract the rights or duties under the Contract in whole or part to any third party without the written consent of SIG.

b) If the Supplier is allowed to assign, transfer, or subcontract the rights or duties under the Contract to any third party, the Supplier shall ensure that that third party is contractually bound to comply with the terms of the Contract. If that third party fails to supply the Products and/or provide the Services in accordance with the Contract, the Supplier shall be liable for any that breach of the Contract.

18.4 Waiver

If any Party at any time does not exercise any right or remedy granted under the Contract, this shall not operate as a waiver of those rights.

18.5 Relationship of the Parties

SIG and the Supplier are independent contractors and agree that nothing in the GTCP and/or the Contract establishes a joint venture, agency relationship, or partnership.

19 Applicable Law and Jurisdiction

19.1 These GTCP and the Contract will be governed and construed in accordance with the laws of the country (and state or province, if applicable) of SIG's principal place of business. The rules on conflict of laws (private international law) and the United Nations Convention on the International Sale of Goods of 11th April 1980 (CISG) shall not apply.

19.2 The Parties submit any dispute arising from, in connection with, or related to the Contract or its enforceability to the exclusive jurisdiction of the courts having jurisdiction over SIG's principal place of business. However, SIG may, at its own discretion, also bring legal action against the Supplier at the latter's principal place of business.

19.3 If SIG's principal place of business is:

- a) in the Federal Republic of Germany, the competent courts of Dusseldorf shall have exclusive jurisdiction,
- b) in Switzerland, the competent courts of Zurich shall have exclusive jurisdiction,
- c) in the United States or Canada, the laws of the State of Illinois shall apply, and the state or federal courts of Illinois shall have jurisdiction and venue,
- d) in the Netherlands, the laws of the Netherlands shall apply, and the courts of Breda shall have jurisdiction and venue,
- e) in Mexico, the laws of Mexico shall apply, and the courts of Mexico City shall have jurisdiction and venue, and
- f) in Spain, the laws of Spain shall apply, and the courts of Barcelona shall have jurisdiction and venue.

19.4 If a third party brings any legal action in accordance with Sub-Clause 15.3 against SIG or any of its Affiliated Companies to a different court as set out under Sub-Clauses 19.1 and 19.2, SIG may at its discretion, enforce indemnification claims against the Supplier at that court. In this case the applicable laws of the forum state shall exclusively govern the rights and obligations of the parties involved.