

## Terms and conditions of purchase

### 1) Preamble

These terms and conditions of purchase are applicable to all purchases by POLYDEC SA.

### 2) Order confirmation

Within 5 days, the supplier will confirm the order in writing or by adding the company's stamp and a signature to a copy of the order. After this time, the terms of the order will be deemed to have been accepted by the supplier.

### 3) Deliveries

The delivery date is the date on which the supplier has agreed to make the goods available to POLYDEC SA, in both the required quality and quantity.

The delivery dates accepted by the supplier must be scrupulously observed.

### 4) Physical and intellectual property

The plans, sketches, models, technical specifications, special documents, production tooling, test equipment, and the tools and machines provided for overhauling, and the various resources handed over or paid to the supplier are and remain the exclusive property of POLYDEC SA. They may only be used for the execution of POLYDEC SA orders and must be made available upon request within one working day. They must not be destroyed, altered, nor communicated to third parties, nor used or reproduced for any other purpose without our written consent. The supplier will be considered the guardian of the above elements and will be held liable for any damage, theft, loss or full or partial destruction which could occur to the aforementioned elements. It is the supplier's responsibility to take out any insurance policies required to cover this situation. The aforementioned elements must be returned in good working order at our company's request.

### 5) Confidentiality

The supplier is required to keep the information provided confidential. It agrees to take all necessary measures to prevent the information received for the performance of an order from being divulged. The plans, sketches, models, technical specifications, special documents, production tooling, test equipment and the various resources communicated to the supplier, or which come to its knowledge, are and remain the exclusive property of POLYDEC SA.

### 6) Compliance of products

Neither the receipt of nor payment for goods which are the subject of the order may be considered as acceptance of the goods or as implying that the goods meet the requested characteristics or requirements. Notice of non-compliance of goods may be given during their use. The compliance of goods may be examined on a random basis by taking samples. The order may be partially or completely cancelled or the replacement of non-compliant goods may be enforced. POLYDEC SA

must be reimbursed for cancelled goods and any costs incurred.

### 7) Price

The prices given on the order are net of all duties, apart from VAT. The price is fixed, final and not subject to revision. If no indication of price is given on the order, the supplier is obliged to apply the prices given in the current catalogue.

### 8) Documents accompanying deliveries

When shipping, the supplier is obliged to attach a detailed Delivery Slip, which is accessible and clearly visible, including the indications shown on the order and the order number to facilitate identification. Any other document requested by POLYDEC SA must also be provided with the delivery.

### 9) Invoicing

Invoices must include the order and references provided by POLYDEC SA, and the supplier's delivery slip number. POLYDEC SA reserves the right to refuse the invoicing and delivery of any goods for which it has not issued an order.

Furthermore, Swiss suppliers must issue invoices with all the indications required according to the law on VAT.

Any dispute concerning invoiced prices, the supplies delivered (quantity and quality) or the services provided, may be subject to a debit note, the amount of which will be deducted from future payments.

### 10) Liability and guarantee

The supplier is liable for the correct execution of this order and for all consequences thereof under the conditions of ordinary law. The acceptance of samples or pre-production parts and the payment of invoices by the purchaser do not alter this liability. POLYDEC SA may avail itself of this liability even if the non-conformities or faults were not detected by its checks and were only revealed after commissioning or use of the supplies.

### 11) Competent court and applicable law

Only Swiss law is applicable.

All disputes between parties will be brought before the ordinary courts of Bienne.