

General Terms and Conditions of Purchase (valid from 1 January 2024)

General information

These General Terms and Conditions of Purchase shall apply to all our purchases unless otherwise agreed in text form (in writing, by post or e-mail).

By accepting our order or delivering the ordered goods, the supplier declares his agreement with these terms and conditions.

Deviations from or additions to our Terms and Conditions of Purchase as well as any additional provisions, including price and exchange rate reservations, in particular deviating or supplementary General Terms and Conditions of Delivery and Sale, shall only be valid if we agree to them in text form.

Costs for the preparation of quotations shall only be reimbursed on the basis of prior agreements.

All expenses incurred as a result of non-compliance with our instructions or as a result of incorrect and unagreed deliveries shall be borne by the supplier.

Establishment of contract

Only orders in text form are valid. Telephone or verbal orders as well as additions or amendments shall only be valid if confirmed by us in text form. The same applies to supplements or amendments.

Sketches, drawings, comments, specifications etc. form part of our orders, provided that they are expressly mentioned, dated and signed by us.

The order must be confirmed by the supplier within a period of five working days after the order date. If this is not done, we are entitled to cancel our order without the supplier being able to derive any claims from this.

Deviations from our order must be expressly indicated in the order confirmation. These shall only become part of the contract if we have agreed to

them.

Within reasonable limits, we are entitled to demand changes to the ordered goods and quantity even after receipt of the order confirmation. Any effects on the contract price or the delivery dates must be communicated to us immediately and agreed separately. Any reduced costs resulting from the contract amendment shall be deducted from the agreed contract price.

The supplier is obliged to inform us of any errors or omissions in our quotation enquiry when submitting the quotation, in particular with regard to compliance with the state of the art in science and technology, environmental protection regulations, technical expediency or regulatory provisions.

Subcontracting

If the supplier intends to have goods or labour ordered from him manufactured by third parties, our consent must be obtained in good time and the subcontractors must be named.

The supplier shall be fully liable for the parts procured from its subcontractors. The supplier undertakes to transfer the confidentiality obligations agreed with us to its subcontractors to the same extent.

Prices

Unless otherwise agreed in the order, all prices are fixed prices FCA (land transport) / FOB (sea freight) destination (Incoterms 2010 or latest version), including packaging.

Price adjustments require the agreement of both parties to be valid.

If an order is placed without a price or with an indicative price, we reserve the right to approve the price after receipt of the order confirmation.

Invoicing, payment terms

Invoices are to be issued in accordance with the provisions of the respective value-added tax legislation. The invoice address is PRODUX concepts & services AG, Industriestrasse 27, 4703 Kestenhholz,

Switzerland or by e-mail to accounting@produx.ch.

Invoices that do not comply with the requirements of these terms and conditions of purchase will be rejected and payment will be suspended until a properly issued invoice has been received.

Provided that the goods, the documents to be supplied and the invoice have been delivered properly, payments will be made within 30 days of invoicing, unless otherwise contractually agreed. In no case shall the period begin before the agreed delivery date. In the event of a defect, we shall be entitled to suspend payment for the defective part of the delivery until proper subsequent fulfilment.

The individually agreed terms of payment shall apply.

If there are no individually agreed terms of payment, payment of the invoice amount within 14 days of receipt of the invoice shall entitle the customer to a discount of 3% of the invoice amount.

Delivery period and consequences of delay, cancellation of the contract

The receipt of the contractual goods at the place of destination shall be decisive for compliance with the delivery deadline.

If the supplier must assume that the delivery cannot be carried out on time in whole or in part, he must inform us of this immediately, stating the reasons and the probable duration of the delay. The supplier undertakes to make all reasonable efforts at his own expense to avoid delays in delivery or to procure replacements from third parties. The supplier may only invoke the absence of necessary documents or provisions to be supplied by us if he has requested these in good time or if a reminder is sent immediately that agreed deadlines have been exceeded.

Early deliveries require our prior consent. In this case, we shall be entitled to deduct any costs (storage costs, etc.) arising from the premature delivery from

the purchase price. Early deliveries shall not affect the agreed invoice dates.

Partial deliveries shall require our prior consent.

The supplier undertakes to pay a contractual penalty of 0.5% of the purchase price for each commenced working day of delay in delivery, up to a maximum of 10%, irrespective of fault, except in cases of force majeure. Bottlenecks in the procurement of raw materials and delays by subcontractors or sub-suppliers shall not be considered force majeure. In addition, we are entitled to claim proven damages caused by delay in excess of the contractual penalty in accordance with the statutory provisions.

If the supplier is in default, we have the right to withdraw from the contract at any time after the fruitless expiry of a grace period of one week. If it is clear in advance that the delivery date cannot be met, we may exercise the right of cancellation even before the delivery date is reached. The same shall apply if it becomes apparent that the supplier's efforts will not be able to prevent the delay. In the event of cancellation, the supplier shall reimburse us for all payments made plus default interest of 5% p.a..

We expressly reserve the right to claim higher damages in accordance with the statutory provisions. We also reserve the right to withdraw from the contract at any time without giving reasons and against payment of the proven costs incurred and a lump sum of 5% of the contract price to compensate for the loss of profit and to reclaim any advance payments made. Further claims for damages on the part of the supplier are excluded, insofar as legally permissible.

Packaging, Delivery

The packaging must be such that the goods are effectively protected against damage during transport and any subsequent storage. The supplier is obliged to label the goods in the manner prescribed by us. The supplier shall be liable for all costs and disadvantages resulting from non-compliance with our instructions for transport, customs clearance, etc. We are entitled to specify the mode of dispatch and the carrier.

Otherwise, the supplier is obliged to choose the most favourable mode of dispatch for us. Customs clearance must be carried out by agencies specified by us, provided that the costs are borne by us. Unless otherwise agreed, the supplier undertakes to notify the consignment at least 3 working days before delivery. The notification must be made in accordance with the guidelines for the registration of an ordinary delivery of goods at the place of fulfilment. All costs incurred due to incorrect notification shall be borne by the supplier.

Information on invoices and other documents

Each consignment must be accompanied by a detailed delivery note (dispatch note) containing our references. The invoice must be sent to us separately.

For shipments from outside the European Union (EU) to our warehouses in Germany (DE) and from outside Switzerland (CH) to our warehouses in Switzerland (CH), the following documents are mandatory:

1. Commercial invoice
2. Delivery note
3. EUR1 (from goods value of € 6'000.-)
4. Consignment note (CMR)

For shipments within the European Union (EU) to our warehouses in Germany (DE):

1. Delivery note
2. Consignment note (CMR)

The following also applies to articles made of wood:

For the compliant implementation of the HHV (Swiss Timber Trade Ordinance), the EUTR (European Timber Regulation) and the new EUDR (European Deforestation Regulation), the following documents must be submitted before each delivery:

1. Proof of legality for the logging e.g. logging licence
2. Geo-coordinates of the logging
3. Proof of the complete supply chain e.g. invoice for the purchase of wood,

transport invoice for onward transport to suppliers etc.

If non-compliant imports are found during an inspection by the authorities, we reserve the right to hold the supplier responsible.

All correspondence (delivery notes, order confirmations, invoices, etc.) must contain the following information: -

- *Full address of the supplier -
- *Tax number of the supplier -
- *Our purchase order number -
- *Order date -
- *Our article number -
- *EAN code if available -
- *Type of wood incl. botanical name
- *Origin of wood -
- *Quantities, gross/net weight -
- *Type of packaging -
- *Certification (FSC/PEFC) *(in accordance with FSC/PEFC guidelines) -
- *Delivery date -
- *Delivery address

Delivery quantities

Over- and under-deliveries are only permitted with our agreement. For quantities, weights and dimensions, the figures determined by us during the incoming goods inspection shall be authoritative.

Transfer of ownership and risk

The risk shall pass to us in accordance with the agreed Incoterm; if no Incoterm is agreed, as soon as the delivery has been properly handed over at the specified destination or has been accepted by us.

If the required shipping documents for a delivery are not delivered in accordance with the regulations or are delivered late, the delivery shall be stored at our expense and risk until it arrives at our premises. Retention of title to the delivered goods is excluded.

Acceptance, warranty, liability, liability insurance

Upon receipt and as soon as it is feasible in the ordinary course of business, we shall inspect the goods for obvious defects, identity, shortages and transport damage.

We shall notify the supplier of any defects within one week of their discovery. In this respect, the supplier waives the defence of late notification of defects.

The making of payments shall not be deemed a waiver of notification of defects.

The supplier warrants that the goods have no defects that impair their value or their suitability for the intended use, that they have the warranted characteristics and that they comply with the agreed services and specifications as well as the relevant statutory regulations, standards and other provisions in the agreed country of destination, in particular the relevant accident prevention regulations.

If defects occur during the warranty period, the supplier is obliged, at our discretion, to remedy the defects or have them remedied immediately at his own expense or to supply us with a defect-free replacement free of charge. All additional costs arising from the repair or replacement delivery, namely costs for the removal and transport of the defective goods or the replacement delivery and for the installation of the replacement goods shall be borne by the supplier.

If the supplier is in default with the rectification of defects or in urgent cases, we shall be entitled to rectify the defects ourselves or have them rectified at the expense and risk of the supplier.

Rejected goods or parts thereof shall remain at our disposal until a defect-free replacement or cancellation of the purchase. Unless otherwise agreed, the warranty period shall be 36 months from delivery or, if acceptance has been agreed, from successful acceptance by us.

The warranty period shall be extended by the time during which a purchased

means of production cannot be operated as part of the rectification of defects.

In the event of differences of opinion regarding the existence of a defect, the result of a neutral expert opinion shall be decisive. The costs of such expert opinions shall be borne by the losing party.

The warranty period for replacement deliveries and repairs is 12 months. It runs from the arrival of the replacement delivery or the successful completion of the rectification and ends at the earliest with the expiry of the warranty period for the original delivery.

If the rectification fails, the replacement delivery fails or is also defective, the statutory warranty claims remain reserved.

The supplier is liable for damage not caused to the goods themselves in accordance with the statutory provisions. He must have sufficient business and product liability insurance with worldwide cover and provide us with a corresponding insurance certificate at our request. Furthermore, the supplier shall be liable for all costs of measures for damage defence, in particular also for the preventive replacement of products and for other costs of a recall campaign.

Property rights of third parties

The supplier shall be liable for ensuring that the goods delivered by him do not infringe the intellectual property rights of third parties in the agreed country of destination and shall indemnify us and our customers against all third-party claims arising from an infringement of such rights.

Samples, drawings, production equipment

Documents of all kinds, such as samples, drawings, models and the like, which we make available to the supplier or which the supplier produces or procures at our expense, remain our property or become our property upon production. We hold all rights to them. As soon as they are no longer required - e.g. for the fulfilment of the order - they must be sent to us free of charge without request.

The means of production provided to the supplier or produced according to our

specifications may not be reproduced, sold, transferred by way of security, pledged or otherwise passed on or encumbered in any way with third-party rights or used for third parties without our consent. The same applies to the goods manufactured with the aid of these means of production.

Changes to the delivery programme

If the supplier intends to adapt or discontinue the delivery programme with our products, he shall inform us immediately. This notification must be made at least 12 months before the adjustment / discontinuation of production. In this case, we shall be entitled to place a final order for this delivery programme at standard market conditions within three months of receipt of the notification.

The supplier shall endeavour to oblige its subcontractors and suppliers accordingly.

Secrecy

The supplier undertakes to keep secret from third parties all information that it receives from us in the course of the business relationship, for example technical information, trade secrets and details of our orders, quantities, technical design, order conditions etc. as well as knowledge that it gains from our information.

The inclusion of our company in a reference list, reference to our business relationship or the use of our order for advertising purposes is only permitted after obtaining our consent.

Protection of personal data

In compliance with the provisions of the Data Protection Act, we store, process and utilise the data required for business transactions with the supplier, regardless of whether these originate from the supplier itself or from third parties. The data will only be used for the intended purpose. The transfer of data to third parties, including abroad, is limited to the data required for order processing. The supplier declares his consent to this.

Written form

All agreements that contradict these terms and conditions, as well as any

amendments to the contract, including this clause, are only valid if they are confirmed in writing and signed by us.

Severability clause

Should provisions of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision(s) shall be replaced in such a way that their economic purpose is preserved as far as permissible.

Place of fulfilment, applicable law and place of jurisdiction/arbitration clause

The place of fulfilment for the delivery is the agreed destination. The place of fulfilment for payment is our registered office.

This contract shall be governed exclusively by Swiss substantive law, to the exclusion of its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

The ordinary courts at the registered office of PRODUX concepts & services AG (currently Kestenholz, Switzerland) shall have exclusive jurisdiction for any differences of opinion, disputes or claims arising from or in connection with this contract, including its validity, invalidity, breach or cancellation, as well as quasi-contractual and tortious claims, up to a value in dispute of CHF 500,000, whereby the value of the claim shall be the sole basis for this. Above this amount in dispute, all disagreements, disputes or claims arising out of or in connection with this contract, including its validity, invalidity, breach or cancellation, as well as quasi-contractual and tortious claims, shall be settled by arbitration in accordance with the Rules of Arbitration of the Swiss Chambers' Arbitration Institution ("Swiss Rules"). The version of the Arbitration Rules in force at the time of service of the Notice of Arbitration shall apply. In the event of an amount in dispute of up to CHF 3,000,000, Art. 42(2) Swiss Rules (as of 2012) shall apply (sole arbitral tribunal, expedited proceedings). In all other cases, the arbitral tribunal shall consist of three persons. The seat of the arbitration tribunal is Solothurn.

The language of the arbitration proceedings shall be English or, if both parties are German-speaking, German. The Respondent shall submit its Answer to the Notice of Arbitration, including any counterclaims or set-off claims (which are otherwise forfeited), within thirty (30) days of receipt of the Notice of Arbitration. If a three-member arbitral tribunal has jurisdiction, the Claimant shall nominate a member of the arbitral tribunal with its Notice of Arbitration and the Respondent shall nominate a member of the arbitral tribunal with its Answer to the Notice of Arbitration, failing which the member shall be appointed by the SCAI Court for the defaulting party without further ado.

The SCAI Court may only extend these time limits for valid reasons. The sole arbitrator or, if a three-member arbitral tribunal is competent, the chairman of the three-member arbitral tribunal shall be a Swiss lawyer trained in Swiss law who is under 65 years of age at the time of the notice of arbitration and who has at least 10 years of experience in the settlement of disputes concerning the purchase of goods before arbitral tribunals. Chapter 12 of the IPRG and not Part 3 of the ZPO applies to the arbitration proceedings and any grounds for appeal (Art. 353 para. 2 ZPO; Art. 176 para. 1 IPRG). The parties may at any time and irrespective of other procedures request that all disputes arising out of or in connection with this contract be settled by mediation in accordance with the Swiss Mediation Rules.

Only the German text of the contract is binding. The English translation is for information purposes only.