

General Terms of Purchase of Goods and Services (GTP)



1. SCOPE OF THE GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES; ORDER OF PRECEDENCE

The present general terms (hereinafter 'the Terms') are applicable to all purchases, irrespective of their nature, i.e. goods and/or services ('Goods' and/or Services') made by Sonceboz Group SA and its Affiliates, i.e. Société Industrielle de Sonceboz SA, Sonceboz Automotive SA, Sonceboz Mechatronics Boncourt SA, Sonceboz Microtechnique Boncourt SA, Sonceboz Motion Boncourt SA, Sonceboz (hereinafter 'Sonceboz'), whereby 'Affiliate' means any company which is, directly or indirectly, controlled by Sonceboz, controls Sonceboz or is under joint control with Sonceboz; whereby control means the power to direct the management of the company, through a majority of voting rights, through powers granted under the Articles of Association or by contract.

Supplier has read and understood the Terms. Upon acknowledgment of an order and/or delivery call-off placed by Sonceboz ('Order'), the Terms are binding and authoritative.

These Terms apply to the exclusion of all other general conditions of sale or purchase appearing on any proposals, offers, acknowledgments of receipt, invoices, correspondence, printed matter, etc., issued by the Supplier, even if they were not explicitly rejected by Sonceboz in any individual case. No changes made to the present Terms shall be deemed to have been accepted by Sonceboz unless such changes shall be in written form and signed by Sonceboz and Supplier. Sonceboz's failure to assert any claims as provided for by these Terms it might have against the Supplier shall not constitute a waiver by Sonceboz of any of Supplier's obligations under these Terms, nor shall it be construed as Sonceboz's consent to Supplier's behaviour.

If Sonceboz subsequently places other orders with the same Supplier, the present general conditions of purchase continue to apply, even without express reference thereto.

2. ORDERS

Orders shall only be valid if placed in writing, that is per postal mail or email, and signed by an authorized representative of Sonceboz. Orders placed orally or by phone are not binding on Sonceboz unless they are confirmed in writing by an authorized representative of Sonceboz. They refer to a corresponding quote of Supplier

Supplier shall submit a written acceptance of the Orders within 3 workdays of receipt thereof. Nevertheless, should Supplier take any action to fulfill the Orders, such behaviour shall constitute acceptance of the Orders. Sonceboz shall be entitled to cancel Orders that have not been accepted by Supplier within 3 workdays of receipt or for which Supplier did not take any action to fulfill them within 3 workdays of receipt.

Sonceboz shall have the right to request reasonable changes with respect to the content of Orders. The changed content shall be deemed accepted by Supplier if the latter does not contradict the changed content in writing within 5 days following its receipt.

Supplier shall not have any rights to retain or refuse its performance against a claim of Sonceboz, unless the retention or the refusal is the result of an undisputed, legally established claim of the Supplier. The foregoing applies in particular to Supplier's obligation to supply. Ongoing negotiations with Sonceboz do not entitle the Supplier to any right to refusal or of retention.

3. DELIVERY AND DEADLINES

Deliveries are made in the quantities, on the dates and in the place(s) indicated in the applicable Orders. Incoterms, packaging and delivery instructions are in accordance with the terms of the applicable Orders. Unless agreed otherwise, Supplier is responsible for its supply chain and shall execute the applicable Orders with due care and diligence, in accordance with the Orders and with the skill and care expected of a competent provider of Goods and Services. Supplier is not authorized to subcontract all or part of the execution of the Orders without the previous written acceptance of Sonceboz.

By accepting Orders from Sonceboz, Supplier automatically adheres and undertakes to respect the Sonceboz Suppliers Code of Conduct and Ethic, accessible under Sonceboz's website (www.sonceboz.com).

Supplier undertakes to comply with the relevant customs regulations and to allow the customs administration to verify the exactness of the certificates of origin and similar declarations and to provide any relevant information as the case may be. The deadlines stated in the Orders and in the delivery schedules are mandatory. Receipt of the goods or services at the appropriate Sonceboz plant will determine whether the delivery schedules or deadlines have been met.

If failure to meet the deadlines or unsatisfactory quality of the products leads to a delay in the delivery or fulfilment of any Orders, Supplier will, without any prior formal notice, be in default. In such case, Supplier will be liable to pay a penalty of 1% of the amount of the Order, for each calendar day of delay (full or partial day), capped at 10% of the amount of the Order. Moreover, Sonceboz will be entitled, at its discretion and without any prior formal notice:

- to either request delivery at the expense of the Supplier, using express shipping methods; in such case, Sonceboz will inform Supplier of its decision within a reasonable time frame, although article 190 § 2 CO shall not apply;

- or to waive all or part of the Order without any obligation to arrange an additional deadline with the Supplier;

- or to rescind the contract (or exercise this right with regard to the Order in question) and request reimbursement of the amount already paid

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In addition to the foregoing, Sonceboz shall have the right to claim compensation for any loss or damage arisen in connection with the delay.

The damages that Sonceboz is entitled to claim from Supplier include all the costs incurred by Sonceboz as a result of the delays in delivery, including lost profits and productivity, in particular, but without limitation to, all costs, damages, fees, penalties and the like charged to Sonceboz by its clients, as well as the costs resulting from temporary shutdowns of Sonceboz's and/or its customers' production lines, as long as the temporary shutdown at its customers' production lines is the result of the temporary shutdown of its own assembly lines.

If Supplier paid delay penalties to Sonceboz, the amount of such penalties will be offset against the amount of damages that are payable to Sonceboz.

Supplier is obliged to provide Sonceboz with regular updates on the progress of the supplies specified in the Orders at the request of Sonceboz. Supplier will provide accordingly, at intervals to be agreed with Sonceboz, progress reports on its contractual performance, based both on the past and next delivery schedules. If it becomes evident that the deadlines cannot be met, whether wholly or partially, the Supplier shall inform Sonceboz thereof immediately, providing the reasons, the extent and the possible remedies to the situation of delay.

Supplier shall however be released from its obligations to perform the Orders in the event that the delay is the result of a force majeure situation ('Force majeure'). Force majeure is the occurrence of an unforeseeable and serious event which, despite preventative risk and supplier management, is unavoidable and which hinders a Party from fulfilling its contractual obligations for the duration of the disruption caused. Force majeure events include, without limitation, fire, storms, floods, governmental or societal actions, war, invasion, civil unrest.

4. INVOICING AND COST REDUCTION STUDIES

The invoice must comply with the respective applicable statutory and tax requirements. Only invoices sent electronically to Sonceboz will be processed. Supplier will be given the possibility to follow-up the state of its account in accordance with Sonceboz's practices.

The agreed price is firm, net, without VAT, and constitutes the entire remuneration of Supplier for any supplies made under the Orders. "Supplies" means anything that is encompassed by the Orders and therefore applies both to the delivery of products and to the supply of any services.

As Switzerland is part of geographical Europe but does not belong to the European Community, Supplier is required to provide a proof of preferential origin (if the preferential origin can be proved based on origin criteria from Free Trade Agreements concluded between the country of departure of the goods and Switzerland or EFTA (European Free Trade Association)). This proof of origin has to be provided by import customs clearance in Switzerland

independently of the negotiated Incoterm (either an invoice declaration if Supplier is an approved exporter or a EUR1 customs document), as requested by the Federal Office for Customs and Border Security (FOCBS).

Payment conditions are according to the Order.

Supplier agrees to collaborate with Sonceboz in studies aimed to reduce costs or to analyse cost factors involving the manufacturing process, in order to reduce the selling price to Sonceboz. Any distribution of the gains resulting from these studies will constitute the subject matter of separated agreements.

If Sonceboz is damaged because of the unsatisfactory performance of any Orders with the same Supplier (regardless of whether the ground of the dissatisfaction is due to a delay, a defect or other contractual breaches), Sonceboz is entitled to suspend the performance of its obligations and, in particular, to withhold, until full compensation of the damage, the payment of a corresponding amount and, failing full compensation, to offset a sum up to the relevant amount.

5. QUALITY AND WARRANTY

It is incumbent upon Supplier to ensure that the technical and any other relevant documentation, as well as the materials, if any, made available are compliant with the terms of the applicable Order. In particular, Supplier will proactively ask Sonceboz without delay for any clarification needed on any points that may be subject to different interpretations. Moreover, it is incumbent upon Supplier as being the expert in its field to check whether the components or parts provided by Sonceboz or its supplier are suitable to perform the object of the Orders.

Supplier shall provide the technical datasheets required for safety features, which shall be complete and in conformity with the regulatory requirements in force, with an information sheet on accident/damage risks for any materials that need to undergo a special treatment with regard to packing, labelling, transportation, storage, handling and waste disposal or because of their composition, or their effect on the environment. In case of changes to the materials or the regulatory requirements in force, Supplier shall provide to Sonceboz updated datasheets. Any regulatory requirements in force to be taken into consideration are the technical standards and the rules in force in the places of manufacture, transportation and delivery.

Unless otherwise provided in an individual agreement, which will take precedence over the conditions set forth below, the Supplier warrants that its Goods and Services are delivered free and clear of any defects whatsoever. Supplier shall specifically, but without limitation to, ensure that the deliveries meet the agreed quality and technical specifications as well as the features that are common for products/services of this kind and which are suitable for the contractually required purpose and are unobjectionable in terms of material and

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workmanship. Supplier shall ensure that the delivered Goods and Services comply with the state of the art of technology and with any applicable safety regulation. Further, Supplier shall ensure that the delivered Goods and Services comply with all national and international laws and regulations applicable for the respective good and service and do not infringe any third party's intellectual property rights. Changes to the Goods and Services require the prior written consent of Sonceboz.

The Supplier warrants on the basis of its factory inspection that the Goods are approved and are free from defects. Supplier undertakes to log the inspections that are conducted and to store all the results of tests, measurements and inspections in its archives for fifteen (15) years. Sonceboz is permitted to examine these documents and to make copies of them upon reasonable notice.

Sonceboz may put the Goods into manufacture without prior checks, its only duty of inspection upon delivery being the examination of apparent transport damage and with regard to quantity and identity in accordance with the circumstances of an ordinary course of business. Sonceboz shall give notice of any apparent defects (in the delivery) without undue delay following delivery and shall give notice of any latent defects without undue delay following their discovery. Articles 200 and 201 CO do not apply. Supplier carries responsibility for any consequences of any latent non-compliance or for any latent defect that may come to light during use. In this regard, Supplier waives its right to object to the formal notification of non-conformity on the basis that such notification was delayed. If Sonceboz carries out a check on receipt of the deliveries, the said check will involve the examination of samples picked at random. If such a check reveals any defects or any other non-compliance of the Goods, Sonceboz will be entitled to assume that the whole lot being delivered is not in compliance with the Order and to exercise its corresponding rights.

In case of delivery of non-compliant or defective Goods, Sonceboz may, at its discretion, either withdraw from the Order (or exercise this right in relation to the individual delivery in question), or demand the replacement of or repair the Goods, or, again, demand a reduction of the price, in all cases without prejudice to its entitlement to claim damages according to Swiss statutory law. Article 205 CO does not apply.

If Sonceboz opts for a replacement delivery or a repair, Supplier is bound to perform any services or work that may be necessary without undue delay. Sonceboz may also demand the proof that Supplier has taken any corrective measures necessary to ensure that the defect does not occur again. If there is any disagreement on the times and the modalities required to perform corrective measures, Sonceboz reserves the right to have the said corrective actions performed by a third party at Supplier's expense. If the Parts requiring replacement are not returned to the Supplier for technical analysis or reworking, then

Sonceboz will scrap them. If Supplier demands that they be returned to it before they are scrapped, then Sonceboz shall – where possible – return the Parts at the Supplier's expense. In case of return due to any defects, any Goods bearing the trademark of Sonceboz must be destroyed by the Supplier.

Subject to a longer period set out in the Orders or in an individual agreement, if any, warranty claims shall become time-barred no later than 36 months following to delivery to Sonceboz. However, if Sonceboz grants to its own customers a longer warranty period, Sonceboz will provide to Supplier corresponding, written evidence. On this basis, Supplier and Sonceboz endeavour to negotiate in good faith adequate extensions.

6. TOOLING

Subject to any individual tooling agreement, Supplier warrants that:

The tooling is maintained in perfect working order and state of conservation, and it is replaced if and when necessary. This commitment applies both to the tooling belonging to Sonceboz and being held at Supplier's premises pursuant to a tooling agreement, and to the tooling belonging to Supplier, used to perform the duties arisen from Orders placed by Sonceboz.

Any tooling, plans, models or patterns (i) specifically made by the Supplier or its subcontractor for the execution of an Order issued by Sonceboz or (ii) made with the participation in the costs of Sonceboz, or (iii) made available by Sonceboz, may not be lent or made available in any way to third parties or used to produce parts intended for third parties, without the prior written consent of Sonceboz. In the cases of (i), (ii) (iii) above, Supplier will provide to Sonceboz the full set of the tooling plans in reproducible form and keep a complete updated inventory that will be communicated to Sonceboz simply on request.

Any tooling, plans, models or patterns that have been made available to the Supplier or financed by Sonceboz (or its customer) belong to Sonceboz (or, as the case may be, to its customer). If Sonceboz financed them only in part, Sonceboz is their co-owner together with the Supplier to the extent of its participation in the costs. On demand by Sonceboz or by its customer, any tooling, plans, models or patterns belonging to Sonceboz or its customer, that are deposited with the Supplier must be surrendered to Sonceboz or to the customer designated by Sonceboz in a good state and in the quantities indicated in the inventory. Delivery terms will be defined on a case by case basis. In case of loss, destruction or abnormal wear at the time of their delivery, Sonceboz and its customer will be entitled to demand from Supplier the repayment of their residual value at the time of the loss or the depreciation resulting from the abnormal wear. The provisions of the present article are also applicable to the subcontractors and suppliers of Supplier if the tooling, plans, models or patterns are deposited with them for an order of Sonceboz, so that the latter has

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the same entitlements in relation to these subcontractors and suppliers as those contemplated in the present Article.

7. LIABILITY AND INSURANCE

If Supplier breaches an obligation under the contract, Sonceboz may claim compensation for resulting damage. Supplier shall indemnify, defend and hold Sonceboz harmless against all liabilities, costs, damages, loss and expenses, which results from or are attributable to (a) defective Goods and Services delivered from Supplier to Sonceboz, (b) Supplier's breach of its obligation under the contract, (c) intentional misconduct or negligence of Supplier, (d) Supplier's non-compliance with any applicable law, statutes, regulation, provisions or notices.

Supplier undertakes to take out adequate insurance cover for any liabilities, in particular product liability, to which it is exposed because of the Goods and Services delivered to Sonceboz on a yearly basis. Sonceboz may at any time ask for, and receive, a copy of the insurance policies taken out in this regard by the Supplier. The existence of this insurance cover shall not constitute any limitation of Supplier's liability towards Sonceboz.

8. CONFIDENTIALITY

The Supplier shall keep secret and undertake not to use, except for the purposes allowed by the Order and/or the contract, any information to which he has access either by receiving it from Sonceboz, or from its customers or affiliates, or by visiting the premises or using the installations of Sonceboz, or those of its customers or affiliates. In particular, the Supplier shall keep secret and undertake not to use, except for purposes allowed by the contract, all patterns, samples, models and plans provided by Sonceboz, as well as any explanations relating thereto provided by Sonceboz. The products manufactured according to the specifications, drawings, samples, models, plans or other information of Sonceboz may not be delivered or otherwise handed over to unauthorised third parties without the prior written consent of Sonceboz. The Supplier shall also ensure that the undertakings entered into under this paragraph are observed by its employees, subcontractors and agents, who shall have access to the specifications, drawings, samples, models, plans or other information of Sonceboz on a 'need-to-know' basis only and shall be bound by confidentiality obligations that are no less stringent than the present ones.

This undertaking does not concern information:

- that is freely accessible to the public, or that so becomes without any violation of the present obligation of confidentiality;
- of which the party that had access thereto can reasonably prove that they were already known to him beforehand;
- of which the party that had access thereto can prove that they were transmitted to him by a third

party in a legal manner and without any obligation of confidentiality;

– of which the party that had access thereto can reasonably prove that they were obtained by itself, through the work of those of its employees or agents who did not have access to the confidential information in question;

– that one of the parties must reveal under a legal obligation or an administrative or judicial decision, in so far as this party has informed the other party prior to the disclosure so that the latter can enforce any rights it may have allowing it, if appropriate, to have limitations put on the scope of the disclosure.

This obligation to maintain confidentiality remains in effect until the expiration of a period of ten years starting from the delivery of the Goods and/or Services.

All the intellectual property rights belonging to Sonceboz are reserved, whereby intellectual property rights' means patents, utility models, rights on patentable inventions and any applications thereof, trademarks, including all business and trade names, domain names, logos and trade and service marks, copyrights (including mask works, rights of reproduction, transcription, distribution and publishing rights), design rights and analogous rights (whether registered or unregistered), database rights and rights in compilations, trade secrets, such as technical know-how, any rights similar to any of the foregoing and applications for any of the foregoing.

Supplier shall abide by all applicable personal data protection requirements and legislations with respect to the processing of Sonceboz's personal data. This clause is in addition to, and does not relieve, remove or replace, Supplier's obligation under this Section (Confidentiality).

9. LIST OF MATERIALS, INFORMATION SECURITY AND AUDIT

On request by Sonceboz, Supplier will provide a list of the materials used for the manufacture of the Goods, with an indication of their quantities and proportions, and will inform Sonceboz concerning any planned modifications.

Any modification of processes or manufacturing materials, at the Supplier's plant or at those of its own sub-suppliers, that may affect the quality, performance, working, interchangeability, life span or reliability of the Goods may not be introduced unless a written consent has been given by Sonceboz, on the basis of samples provided by the Supplier.

The software used or delivered in connection with an Order shall not contain any features which Supplier could have detected in accordance with the state of the art, and which endanger the integrity, trustworthiness, and availability of the contractually agreed Goods. Supplier shall secure Sonceboz's data and its own data necessary for the execution of the Orders against any unauthorised access, modification, destruction and other misuses

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('Information Security') and shall use state-of-the-art technical and organisational measures to ensure Information Security.

Sonceboz reserves the right to visit the Supplier's and its subcontractors' premises in order to inspect the materials, tooling, equipment and installations used for the execution of the orders and to follow up the manufacture of the Goods. This audit does not release Supplier from its responsibility and does not impair any of the rights of Sonceboz to refuse any defective or non-compliant Goods or to make warranty claims. To this end, Supplier and its subcontractors shall ensure for the representatives of Sonceboz free access to the workshops and premises where the work is done and provide them necessary facilitation to allow them to perform their mission.

Without limiting Supplier's obligations elsewhere in these Terms, Supplier shall implement baseline security safeguards and controls that are no less rigorous than accepted industry practices, in order to protect Sonceboz's confidential information, any other data of Sonceboz or its personnel, and Sonceboz's systems (all the foregoing referred to collectively as "Sonceboz's Data and Systems"). Upon reasonable notice to Supplier, Sonceboz shall have the right to review Supplier's policies, processes, controls, and results of internal and/or external reviews of processes and controls associated with Sonceboz's Data and Systems prior to and during the performance of the contract, including immediately at any time upon any security incident incurred by Supplier that may impact Sonceboz's Data and Systems. Upon discovery of any such security incident, Supplier shall within twenty-four (24) hours inform Sonceboz of the incident and the nature of its impact on Sonceboz's Data and Systems. Supplier shall implement any required safeguards as identified by Sonceboz or information security program audits.

10. THIRD PARTIES' INTELLECTUAL PROPERTY RIGHTS; INTELLECTUAL PROPERTY RIGHTS AS A RESULT OF THE ORDERS' EXECUTION

Supplier warrants that its work shall not intentionally, recklessly or negligently cause the infringement of the patent, intellectual or proprietary rights of any third party. If Supplier is aware of any relevant third-party rights, it shall inform Sonceboz accordingly without delay after receiving such knowledge and obtain the decision of Sonceboz as to whether or not to make use of such rights.

If, because of the resale, use or export, by Sonceboz or its customer, of the Goods delivered by Supplier, any third party nevertheless asserts any claims for infringement of its intellectual property rights:

- Supplier will oppose such claims at its own risk and expense; Sonceboz will communicate any such claims immediately in writing to the Supplier and will leave him

the task of conducting any lawsuit and taking the measures necessary for a settlement of the dispute, in or out of court; to this extent, the Supplier will be charged with all the expenses and amounts borne as the case may be by Sonceboz or its customer, or that may be charged to them following any such claims; and

- Supplier, at its own expense,
 1. will either obtain for Sonceboz or its customer the right to resell, use and export the Goods concerned while at the same time clearing them of any responsibility for the infringement of third-party rights,
 2. or take back all the Goods concerned against refund, the possibility of any claim for damages being reserved; and
- the Supplier will offset any damage suffered by Sonceboz or its customer insofar as the resale, use or export of the Goods concerned may have been forbidden to them because of the violation of third-party intellectual property rights.

Sonceboz shall be given the full, irrevocable and unlimited right to use all the documents protected by copyright which are produced by Supplier as part of the cooperation under the terms of the Orders or the subsequent contract, such as drawings, plans, documentation and software programs, software adaptations and/or other results of work, including the associated documents (referred to in the following collectively as the "material"). Where software is concerned, this will also include software in the form of the annotated source code. Thus, Sonceboz shall, in particular, have the right to duplicate, edit, redesign or translate such material and to distribute it in such modified form or in the original form without restriction. Sonceboz's right to use the material will include the right to grant usage rights to third parties, whereby this provision shall only apply in case Supplier is unable to ensure supply availability or to fulfil technical obligations agreed in requirements specification for reasons which are attributable to Supplier, or in case insolvency proceedings were to be opened against him.

If any engineering, development or consulting services are financed by Sonceboz, the intellectual property rights on all the results of such services shall exclusively vest in Sonceboz; in particular, any inventions, design, works, software or know-how made or developed in the performance or at the time when such services are rendered will belong to Sonceboz on an exclusive basis. Supplier undertakes to cooperate and sign at Sonceboz's first request whatever documents that may be necessary to formally enable the transfer of such intellectual property rights to Sonceboz, which shall bear any expenses relating thereto.

11. POST-PRODUCTION

The Supplier maintains its production facilities in a suitable state in order to be able to supply, in accordance with the needs of the end-users, the Goods and their spare parts, for as long as the product in which the Goods are incorporated is being sold to the market.

If the order relates to Goods that are intended to be incorporated in automotive vehicles, the Supplier shall continue to sell to Sonceboz the Goods, their components or spare parts in the quantities necessary to satisfy the needs of Sonceboz and its customers until the fifteenth year following the sale of the last model in the range that incorporates the aforementioned component ('Post-Production Period'). During the first three years of the Post-Production Period, the prices for the Goods, their components or spare parts shall be those that were in effect at the beginning of the Post-Production Period. For the remainder of the Post-Production Period, the prices may be defined by means of a separate agreement between the Parties.

12. TERMINATION

a) *Material breach of Supplier*

In the event that Supplier is in material breach of any of its material obligations under the Orders, Sonceboz shall provide written notice to the breaching party. Supplier shall then have a period of thirty (30) days after such written notice is provided to cure the specified breach, or to provide a timeline to cure such breach to the satisfaction of Sonceboz. If the breach is not cured within the 30-day period or in accordance with the timeline, Sonceboz shall have the right to terminate any affected Orders immediately in its sole discretion. Any termination pursuant to this Sub-section (a) will not relieve either Party of any obligation or liability accrued; nor impair any accrued rights of either Party; nor rescind anything done by either Party hereunder prior to the time of such termination becoming effective.

b) *Insolvency of the Supplier*

Moreover, Sonceboz may terminate the present contract at any time if the Supplier becomes insolvent, in particular if it is declared bankrupt, is put into official receivership, is in a state of suspension of payments, submits an application for the extension of the time limits for the payment of its debts or avails himself of the protection of the laws on insolvency or bankruptcy, proposes a settlement with its creditors or any other arrangement with all of its creditors, or is subjected to a similar procedure.

c) *Change of control on Supplier*

If the majority of the share capital, or the majority of the voting rights in a Supplier is acquired by a new shareholder or group of shareholders who did not hold such majorities previously, or if the control over a Supplier changes in any other way or through any other method, Sonceboz shall have the right to

terminate any open Order or contract immediately and without any indemnification.

d) *Termination at the convenience of Sonceboz*

Moreover, Sonceboz may terminate one or more Orders, as well as one or more contracts, at any time and for any reason, upon 6 months notice to the Supplier. In such event, Sonceboz may, at its own discretion and to the exclusion of any other indemnification:

- either buy from Supplier all or part of the raw materials, components and products necessary to manufacture the Goods, as well as any Goods being manufactured and Goods in stock; the price of the Goods in stock shall be that fixed by the applicable Order; and the price for the raw materials, components and products necessary to manufacture of the Goods, and for the Goods being manufactured shall be equal to the actual costs reasonably incurred by the Supplier, as determined according to generally accepted accounting principles. In no way may Sonceboz be required to pay for the raw materials, components, and products necessary to manufacture of the Goods, as well as for the Goods being manufactured and the Goods in stock insofar as these materials, components, products or Goods exceed the volume of the orders placed by Sonceboz. The fact that the Goods are directly marketable shall not constitute any obligation to the purchase in charge of Sonceboz either;

- or pay to the Supplier the value of all the supplies released based on the order of Sonceboz, but not yet delivered or completed, their value being calculated according to the degree of advancement and on the basis of the Order price after deducting any sums paid as advances or deposits, within sixty days counting from the notice of termination. Supplier shall submit details of any of its claims in this regard to Sonceboz, with all the data and supporting documentation to allow an audit to be made by Sonceboz of the content of such claims.

13. ASSIGNMENT

Orders and contracts in force between Sonceboz and Supplier may not be transferred or assigned without the written consent of the other Sonceboz Group SA. The pledging of credit claims arising out of the contract is also subject to the written consent of the other party. However, such agreement cannot be unreasonably withheld.

Analogously, any subcontract with any third parties for all or part of the Orders is subject to the prior written consent of Sonceboz. The consent of Sonceboz on the choice of a subcontractor shall not in any way release the Supplier from its obligations to Sonceboz, as Supplier and its subcontractor remain jointly and severally liable towards Sonceboz

14. SONCEBOZ NAME, LOGO OR BRAND

Under no circumstances may Supplier use the Sonceboz name, logo or brand or any other reference to the latter, directly or indirectly, in press

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releases, advertisements, business documentation and other communication media without the prior written consent of Sonceboz. Supplier is strictly prohibited from using the Supplier logo on its website.

15. APPLICABLE LAW, COMPETENT JURISDICTION

The laws of Switzerland shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980.

The exclusive jurisdiction and venue for all disputes arising from or connected with this contractual relationship shall lie with the competent courts at the place of incorporation of Sonceboz. Each Party may also be sued, however, in its judicial forum of general jurisdiction.

For _____

Date _____

Signature _____