

GENERAL PURCHASE CONDITIONS

1. Scope of Application

These General Purchase Conditions (GPC) shall apply to the procurement of Textilcolor AG with registered office in Sevelen, Switzerland and of Textilcolor AG with its registered seat in Vaduz, Principality of Liechtenstein (TEXTILCOLOR). They shall form the basis of purchase contracts with suppliers, unless expressly agreed otherwise in writing or by e-mail. Deviating terms and conditions of the seller shall not apply. TEXTILCOLOR shall consider the supply of the ordered goods or the performance of the ordered services by the supplier as tacit acceptance of these GPC as stated in TEXTILCOLOR's order. Any terms and conditions of sale or delivery of the supplier shall thereby become null and void.

2. Offers

By enquiry, TEXTILCOLOR shall request the supplier to submit an offer. Offers, advice, demonstrations, technical documents and sample deliveries by the supplier shall be free of charge for TEXTILCOLOR. The supplier shall submit the final offer in writing or by e-mail. The offer shall be binding for three months from the date of submission.

3. Orders

Orders shall only be binding if TEXTILCOLOR accepts an offer by the supplier in writing or by e-mail.

4. Prices, Invoicing

Unless otherwise agreed, the prices quoted in the offer shall be fixed prices and shall be binding for the entire purchase quantity and for the delivery method agreed upon. Furthermore, unless expressly specified otherwise, the prices are net prices including transport packaging. If the supplier reduces his list prices prior to delivery, the reduced prices shall also apply to the current order and the agreed price shall be reduced accordingly. Any further special and additional costs must be approved by TEXTILCOLOR in advance in writing or by e-mail and they shall appear separately on the supplier's invoice.

5. Documents

Requests, technical specifications, samples and all other documents made available to the supplier shall remain the legally protected property of TEXTILCOLOR. Therefore, they shall not be made available to third parties in any form without written consent. In particular, they may not be used for the manufacture of goods for third parties. Unless otherwise agreed, all documents shall be returned without request after execution or cancellation of an order. Materials, models,

etc. paid for by TEXTILCOLOR must be stored appropriately and insured against damage.

6. Delivery

Delivery dates shall be fixed as the date on which the service or the goods are delivered to TEXTILCOLOR. Unless otherwise agreed, delivery shall be made DDP Sevelen, Switzerland (INCOTERMS 2020). Agreed dates and deadlines are binding. If delays in delivery are to be expected, TEXTILCOLOR expects the supplier to inform it immediately after becoming aware of the facts. If the stipulated delivery date is exceeded, TEXTILCOLOR shall be entitled to waive the delivery in writing after the expiry of 5 days. If delivery on a fixed date has been agreed and the delivery is not made on time, the supplier shall be put in default by sending a reminder to the purchaser and a short period of grace for subsequent performance shall be granted. If this deadline is not met either, TEXTILCOLOR may immediately waive performance and withdraw from the contract and claim damages for non-performance.

TEXTILCOLOR's written consent shall be obtained for partial or advance deliveries. Additional costs incurred due to non-observance of instructions, incomplete or delayed delivery of requested shipping documents or faulty delivery shall be borne by the supplier. In the event of late delivery, the buyer has the right to demand liquidated damages of 1% of the price of the delayed goods (excluding VAT) for each week or part week of the delay, up to a maximum of 10% of the total price.

7. Liability and Warranty

The supplier warrants that the goods have the specified characteristics and do not have any defects that impair their value or suitability for the intended use, and that they comply with the stipulated performance and specifications. For the delivery, it is guaranteed that the ordered goods comply with the recognised rules of technology and the applicable rules, including without limitation environmental regulations, at the place of destination with regard to safety.

The supplier shall be liable for sub-suppliers as for his own performance. If the ordered goods or services must first be manufactured or created by the supplier, the buyer shall be entitled, after appropriate advance notification, to carry out quality audits at the supplier's or its sub-supplier's premises. Such control measures do not relieve the supplier of the undiminished fulfilment of its contractual obligations, in particular the obligation to deliver in accordance with the contract and the warranty obligation. The supplier shall be liable for

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ensuring that the delivery and use of the goods does not infringe the property rights of third parties (patents, samples, models, etc.). In case of an infringement, the supplier shall indemnify TEXTILCOLOR in full.

The warranty period shall last 24 months from delivery to TEXTILCOLOR. Where longer warranty periods are provided for by law or by standards customary in the industry, these shall apply.

8. Notice of Defects

The supplier's goods shall be inspected at TEXTILCOLOR within 14 days upon arrival. Concealed defects may still be notified within 14 days of the commencement of use of the goods. With regard to the permissible quantity and quality tolerances, the standards of the industry associations or the specifications of TEXTILCOLOR shall apply. Payments shall not be deemed to be a waiver of notice of defects.

In the event of a defect, TEXTILCOLOR shall have the option to demand free rectification or replacement, to make a deduction from the price corresponding to the reduced value, or to withdraw from the contract with appropriate indemnification. TEXTILCOLOR's right to claim damages or reasonable compensation for expenses shall remain reserved in all cases.

9. Payment

The agreed payment period shall commence on the date of receipt of the invoice, but no earlier than the date of handover of the goods to TEXTILCOLOR. Unless explicitly agreed otherwise, payment terms shall be 60 days after the date of the invoice.

10. Confidentiality and Data Protection

The contracting parties or their employees shall treat as confidential all facts relating to the present contract which are neither public knowledge nor generally accessible. Confidentiality shall be maintained prior to the conclusion of the contract and shall continue for a period of at least five years after termination of the contractual relationship. If the supplier wishes to advertise or publish about this contractual relationship, he shall require the written consent of TEXTILCOLOR.

The provisions on data protection shall be observed with regard to the relationship between the contracting parties.

11. General

Should any provision of these GPC be or become void, the remaining provisions shall remain valid.

12. Applicable Law and Place of Jurisdiction

These General Purchase Conditions shall be governed exclusively by Swiss substantive law, excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (the "Vienna Sales Convention").

The exclusive place of jurisdiction shall be the registered office of TEXTILCOLOR.

Sevelen, June 2022