

## GENERAL TERMS AND CONDITIONS OF PURCHASE

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### 1. Scope of Application

These General Terms and Conditions of Purchase (GTCP) apply to the procurement activities of Textilcolor AG, based in Sevelen, Switzerland, as well as those of Textilcolor AG, based in Vaduz, Principality of Liechtenstein (TEXTILCOLOR). They form the basis of purchase contracts with suppliers, unless expressly agreed otherwise in writing or by email.

Any deviating terms and conditions of the seller shall not apply. TEXTILCOLOR considers the provision of the ordered services by the supplier to be tacit acceptance of the terms and conditions of purchase specified in the order placed by TEXTILCOLOR. Any terms and conditions of sale or delivery of the supplier shall therefore be invalid.

### 2. Offers

By making a corresponding enquiry, TEXTILCOLOR invites the supplier to submit an offer. Offers, advice, demonstrations, technical documentation and sample deliveries from suppliers are free of charge for TEXTILCOLOR. The supplier shall submit the final offer in writing or by email. The offer shall be binding for three months from the date of submission.

### 3. Orders

Orders are only binding if TEXTILCOLOR accepts an offer from the supplier in writing or by email.

### 4. Prices, Invoicing

Unless otherwise agreed, the prices stated in the quotation are fixed prices in accordance with the agreed delivery method and are binding for the entire purchase quantity. Furthermore, unless expressly stated otherwise, prices are net prices including transport packaging. If the supplier reduces its list prices prior to delivery, the reduced prices shall also apply to the pending order and the agreed price shall be reduced accordingly. Any further special and additional costs must be approved in advance in writing or by email by TEXTILCOLOR and must appear separately on the supplier's invoice.

### 5. Documents

Enquiries, technical specifications, samples and all other documents made available to the supplier remain the legally protected property of TEXTILCOLOR. Without written consent, they may therefore not be disclosed to third parties in any form. In particular, they may not be used for the manufacture of goods for third parties. Unless otherwise agreed, all documents must be returned unsolicited 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 are fixed as the date on which the service or goods are delivered to TEXTILCOLOR. Unless otherwise agreed, delivery shall be made DDP Sevelen, Switzerland (INCOTERMS 2020). Agreed dates and deadlines are binding. If delivery delays are to be expected, TEXTILCOLOR expects the supplier to inform it immediately after becoming aware of the situation. If the specified delivery date is exceeded, TEXTILCOLOR is entitled to waive the delivery in writing after 5 days. If delivery has been agreed for a fixed date and the delivery is not made on time, the supplier shall be put in default by a reminder from the buyer and a short grace period shall be set for subsequent performance. If this is also not complied with, TEXTILCOLOR may immediately waive the service and withdraw from the contract and claim damages for non-performance.

The written consent of TEXTILCOLOR must be obtained for partial or advance deliveries. Additional costs incurred as a result of non-compliance with instructions, incomplete or delayed delivery of requested shipping documents or incorrect delivery shall be borne by the supplier. In the event of a delay in delivery, the buyer has the right to demand a contractual penalty of 1% of the price of the delayed goods (excluding VAT) for each week or part thereof that the deadline is exceeded, up to a maximum of 10% of the total price.

### 7. Liability and warranty

The supplier guarantees that the goods have the promised characteristics and do not have any defects that impair their value or suitability for the intended use, and that they comply with the prescribed performance and specifications. For the delivery, it is guaranteed that the ordered goods comply with the recognised rules of technology and the applicable regulations at the destination in terms of safety, including environmental law.

The supplier is liable for subcontractors as well as for its own performance. If the ordered goods or services must first be manufactured by the supplier, the purchaser is entitled to carry out quality audits at the supplier's or its subcontractors' premises after giving appropriate advance notice. Such control measures do not release the supplier from the full fulfilment of its contractual obligations, namely the obligation to deliver in accordance with the contract and the warranty obligation. The supplier is liable for ensuring that the delivery and use of the goods does not infringe the property rights of third parties (patents, designs, models, etc.). Otherwise, the supplier is obliged to indemnify TEXTILCOLOR in full.

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

The exclusive place of jurisdiction is the registered office of TEXTILCOLOR.

### 8. Complaints

The supplier's goods will be inspected by TEXTILCOLOR within 14 days. Hidden defects can also be reported within 14 days of the goods being put into use. The standards of the industry associations and the specifications of TEXTILCOLOR apply with regard to the permissible quantity and quality tolerances. The making of payments and any acceptances do not constitute a waiver of the right to report defects.

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If there is a defect, TEXTILCOLOR has the choice of demanding free repair or replacement, making a deduction from the price corresponding to the reduced value, or withdrawing from the contract with appropriate compensation. TEXTILCOLOR reserves the right to claim damages or appropriate compensation for expenses 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 delivery of the goods to TEXTILCOLOR. Unless otherwise agreed, the payment period shall be 60 days from the date of invoice.

### 10. Confidentiality and Data Protection

The contracting parties and their employees shall treat as confidential all facts relating to this contract that are not public knowledge or generally accessible. Confidentiality must be maintained even before the conclusion of the contract and shall remain in force for a period of at least five years after the termination of the contractual relationship. If the supplier wishes to advertise or publish information about this contractual relationship, it requires the written consent of TEXTILCOLOR.

The provisions on data protection must be observed in relation to the relationship between the contracting parties.

### 11. General

Should any provision of these General Terms and Conditions of Purchase be or become invalid, the remaining provisions shall remain valid.

### 12. Applicable Law and Place of Jurisdiction

These GPC shall be governed exclusively by Swiss substantive law, excluding the UN Convention of 11 April 1980 (known as the "Vienna Sales Convention") on contracts for the international sale of goods.