

Standard Terms and Conditions of Purchase of Chemspeed Technologies AG

§ 1 Validity of these General Terms and Conditions of Purchase (GTCP); defence clause

- (1) These General Terms and Conditions of Purchase (GTCP) apply to all business relations between Chemspeed Technologies AG (hereinafter referred to as "Chemspeed") and its suppliers.
- (2) The Chemspeed GTCP shall apply exclusively, even if Chemspeed places orders without reservation, accept deliveries or other services or refers directly or indirectly to letters etc. containing or referring to the supplier's terms and conditions or the terms and conditions of third parties in the knowledge of deviating terms and conditions of the supplier. Conflicting, deviating or supplementary terms and conditions of the supplier shall only be recognised by Chemspeed if Chemspeed expressly agrees to their validity in writing.
- (3) These GTCP shall also apply in their respective version to all future deliveries, services or offers from the same supplier, without the need to refer to them again. The version of these GTCP referenced on Chemspeed's order or attached to the order shall apply in each case.

§ 2 Conclusion and content of contract; written form; reservation of rights; confidentiality

- (1) Only written orders or orders confirmed in writing by Chemspeed are binding. The supplier must notify Chemspeed of obvious errors (e.g. typos or calculation errors) and incompleteness of Chemspeed's order, including all associated documents, for the purpose of correction or completion before acceptance; otherwise, the contract shall be deemed not to have been concluded.
- (2) Chemspeed has the right to cancel or change orders at any time without giving reasons by written declaration until acceptance by the supplier, without this resulting in any obligations for Chemspeed.
- (3) Legally relevant declarations and notifications made by the supplier after conclusion of the contract (e.g. setting of deadlines, reminders, cancellation notices) must be made in writing to be effective.
- (4) The supplier must accept Chemspeed's orders by written confirmation within the commitment period stated therein, if applicable, otherwise within 5 (five) working days (Monday to Friday) from the order date. Decisive is the receipt of the acceptance by Chemspeed. Acceptance shall be deemed unconditional.
- (5) Transmission by e-mail is sufficient to fulfil the written form requirement.
- (6) These GTCP together with the order from Chemspeed, as well as any contracts between Chemspeed and the supplier that refer to these GTCP (hereinafter also referred to as the "Contract Documents") fully reflect all agreements made between Chemspeed and the supplier regarding the subject matter of the contract. Verbal agreements made outside the Contract Documents are not legally binding and shall be replaced in full by the Contract Documents, unless it is expressly stated in the Contract Documents that they shall continue to be binding.

- (7) The provisions of these GTCP, including this paragraph (7), may only be amended or cancelled in writing, unless expressly stated otherwise in these GTCP.
- (8) Only the authorised representatives of Chemspeed are authorised to place orders, conclude contracts, enter into individual written or verbal agreements or make other commitments in accordance with their respective powers of representation.
- (9) Chemspeed reserves all property rights, copyrights and industrial property rights to all documents, materials and other items (e.g. order documents, plans, drawings, illustrations, calculations, product descriptions, samples, models and other physical and/or electronic documents, information and items) (hereinafter also referred to collectively as "Chemspeed Materials") handed over to the supplier by Chemspeed. The supplier may neither make them accessible or communicate them to third parties in their original form or their content, nor utilise, reproduce or modify them without the prior written consent of Chemspeed. The supplier must use the Chemspeed Materials exclusively for the contractual purposes and return them in full to Chemspeed at Chemspeed's first request. Copies may only be made to the extent necessary for contractual purposes. Copies made (including electronic copies) must be destroyed (or deleted) at Chemspeed's first request if they are no longer required by the supplier in the ordinary course of business and in accordance with statutory retention obligations. Upon first request, the supplier shall confirm to Chemspeed the completeness of the return and destruction/deletion or explain which of the above-mentioned Chemspeed Materials it still believes it needs for the above-mentioned reasons.

§ 3 "DDP Incoterms (2020)" and other delivery modalities; transfer of risk; acceptance; default of acceptance; liquidated damages for delay

- (1) All deliveries are subject to "DDP Incoterms (2020)" (referring to the place of delivery specified in Chemspeed's order or, if no such place of delivery is expressly stated on the order, receipt of goods at Chemspeed's delivery address), unless otherwise agreed in writing.
- (2) The delivery time (delivery date or period) stated in Chemspeed's order is binding. The supplier shall inform Chemspeed immediately in writing if and for what reason it will presumably not be able to meet a delivery time and how long the delay is expected to last.
- (3) Early deliveries and/or partial deliveries are only permitted with Chemspeed's prior written consent.
- (4) The risk shall not pass to Chemspeed until the goods are handed over to Chemspeed at the place of fulfilment (§ 17 of these GTCP). This shall also apply if, in deviation from paragraph (1), a sale by dispatch or otherwise an earlier handover than according to "DDP Incoterms (2020)" has been agreed. If acceptance has been agreed, the risk shall only pass to Chemspeed upon successful acceptance; the statutory provisions of the law on contracts for work and services shall apply accordingly to acceptance. The statutory provisions on the transfer of risk due to Chemspeed's possible default of acceptance (see paragraph (8) on default of acceptance) remain unaffected in each case.

- (5) The supplier shall ensure quality assurance through measures that relieve Chemspeed from an incoming goods inspection obligation that goes beyond an inspection for external, obvious defects. An inspection for external, obvious faults or defects shall in any case be deemed to have been carried out in due time if it takes place within 30 days of receipt of the products.
- (6) If the supplier does not provide its service or does not provide it within the agreed delivery period or is in default, Chemspeed's rights – in particular to cancellation and compensation for damages – shall be determined in accordance with the statutory provisions. In addition, in the event of default, liquidated damages shall be payable in accordance with the following paragraph. If the day on which the delivery is to be made at the latest can be determined on the basis of the contract, the supplier shall be in default at the end of this day without the need for a reminder from Chemspeed; the statutory requirement to set a deadline (grace period) before cancellation or before a claim for damages instead of performance shall remain unaffected by this (and the presumption of Art. 190 CO shall not apply accordingly).
- (7) If the supplier is in default (paragraph (6)), Chemspeed may – in addition to further legal claims and fulfilment – demand lump-sum compensation for Chemspeed's damage caused by delay in the amount of 5% of the net price of the delayed delivery per week of delay, up to a maximum of 20%. Chemspeed reserves the right to prove higher damages.
- (8) The statutory provisions apply to Chemspeed's default of acceptance; a default of acceptance only occurs when the supplier expressly offers its performance to Chemspeed; this also applies if a binding date has been set for an action to be performed by Chemspeed but not performed on time.

§ 4 Prices, invoices, payment terms and default; rights of set-off and retention

- (1) The price stated in Chemspeed's order is binding and a fixed price. It is delivered "DDP Incoterms (2020)" (see § 3 (1) of these GTCP) and exclusive of statutory VAT.
- (2) Unless otherwise agreed, the price includes all services and ancillary services of the supplier (e.g. set-up, assembly, installation, commissioning, adjustment) as well as all ancillary costs (e.g. proper packaging, transport, insurance of the goods), taxes (for VAT, however, see paragraph (1)), customs duties and other charges. Upon Chemspeed's request, the supplier shall take back packaging material at its own expense.
- (3) All order confirmations, delivery documents and invoices must state Chemspeed's order number, order date, article description, delivery quantity, delivery address, country of origin and export control classification ("ECCN"). The supplier shall provide Chemspeed with invoices and delivery documents electronically or, if requested by Chemspeed, in triplicate. In the event of a delay in processing due to missing information, Chemspeed's payment deadline shall be extended by the period of the delay.
- (4) All invoices are to be sent either by post or by e-mail in pdf format to the Chemspeed company that has concluded the respective contract with the supplier. When invoicing by e-mail, the following e-mail addresses are to be used accordingly:

accounting.chemspeed@chemspeed.com

- (5) Chemspeed shall pay the invoices without deduction within 60 days after receipt of the complete service and receipt of the final GTCP-compliant invoice. If Chemspeed pays within 30 days, Chemspeed is authorised to deduct a 3% discount on the net amount of the invoice. The date of receipt of Chemspeed's transfer order by Chemspeed's bank shall be decisive for compliance with the deadline.
- (6) The default interest is one (1) percentage point per annum. The statutory provisions shall apply to the occurrence of Chemspeed's default in payment, whereby a written reminder from the supplier is required in any case.
- (7) Chemspeed is entitled to rights of set-off, rights of retention (including pursuant to Art. 83 of the Swiss Code of Obligations; CO) and the defence of non-performance of the contract (Art. 82 CO, including the so-called contractual special lien ("obligatorisches Retentionsrecht")) to the extent permitted by law. In particular, Chemspeed is entitled to withhold payments as long as Chemspeed still has a claim against the supplier for incomplete or defective performance, even if Chemspeed's claim is based on contracts that are merely economically related to the contract under which the payment is owed (e.g. various contracts in the context of an ongoing business relationship).
- (8) The supplier shall only be entitled to offset and to assert a right of retention (including pursuant to Art. 83 CO) and the defence of non-performance of the contract (Art. 82 CO, including the so-called contractual special lien ("obligatorisches Retentionsrecht")) insofar as its counterclaim used for this purpose is either undisputed or has been legally established.

§ 5 Retention of title by the supplier

- (1) The transfer of title to the goods to Chemspeed shall take place unconditionally and regardless of Chemspeed's payment of the purchase price. In the absence of an express agreement to the contrary, the time of transfer of title is the time of handover to Chemspeed at the place of fulfilment (§ 17 of these GTCP).

§ 6 Manufacturer clause

- (1) Chemspeed shall process, transform, combine and mix the products delivered to Chemspeed for Chemspeed as manufacturer in its own name and for its own account, so that Chemspeed shall acquire title to them at the latest in accordance with the relevant statutory provisions.

§ 7 Nature of the products; quality assurance system; ISO 9001 certification; traceability; supplier declaration

- (1) The supplier warrants that its products comply with the statutory provisions of the country in which it manufactures the products or has them manufactured and the country of destination, the state-of-the-art technology and the agreed product specifications.
- (2) The supplier is responsible for compliance with the RoHS III Directive, insofar as this is applicable to the product in question. The supplier warrants that its products comply with the provisions of Regulation No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). This also applies if the supplier is not based in the

EU; in this case, he shall appoint a natural or legal person based in the EU to fulfil the obligations for importers as his sole representative (see Article 8 of the REACH Regulation). The substances contained in the supplier's products are pre-registered or registered, as far as required under the provisions of the REACH Regulation. The supplier shall comply with all obligations applicable under the REACH Regulation, in particular provide any necessary safety data sheets and information in accordance with Article 31 et seq. of the REACH Regulation without being requested to do so. The supplier's products do not contain any substances of very high concern (SVHC) within the meaning of Art. 57 of the REACH Regulation and no substances on the current list of substances eligible for inclusion in Annex XIV (so-called candidate list) pursuant to Art. 59 of the REACH Regulation. The supplier shall inform Chemspeed immediately in writing, stating the concentration in mass per cent, if goods ordered and/or already delivered - for whatever reason - contain such substances.

- (3) The supplier undertakes to introduce and maintain an up-to-date, certified management system for quality assurance for all areas of the company in accordance with the currently valid international standards and guidelines, but at least on the basis of EN ISO 9001, or a system that at least fulfils the requirements of the aforementioned standard.
- (4) If necessary, the supplier undertakes to comply with the directive in accordance with IPC-A-610 Class 2 (electronic products with higher requirements) or, at Chemspeed's request, in accordance with IPC-A-610 Class 3 due to technical/physical necessity. Excluded from this are assemblies or systems which must be manufactured outside IPC-A-610 Class 2 on request and after authorisation by Buker due to technical/physical necessity. This product and customer-related documentation will be made available to Chemspeed in detail on request.
- (5) The supplier shall ensure the traceability of its products at all times. Furthermore, it shall take appropriate measures to ensure that it can immediately determine which other products may be affected if a fault occurs in one of its products.
- (6) The supplier is obliged to submit supplier declarations in accordance with Regulation (EC) No. 1207/2001 and to confirm the preferential status of the products. The indication of the country of origin on the invoice is not sufficient for this purpose. The supplier is responsible for the correctness of the supplier's declaration and is liable to Chemspeed for any damages. The submission of a long-term supplier's declaration is permissible; however, a supplier's declaration must be submitted in any case at Chemspeed's request.
- (7) Supplier shall provide Chemspeed with a Certificate of Conformity (CoC) free of charge with each delivery, which confirms that the delivered products comply with the specifications. Where required, the Certificate of Conformity contains a measurement or test report with the measurement data (e.g. critical mass, results of leak tests, material test certificates, etc.), even if there are no deviations from the specifications. For traceability purposes, the declaration of conformity must generally refer to the order number and item, the Chemspeed part number, the serial number where available and the quantity supplied. The supplier shall maintain internal documentation (e.g. test protocols, production protocols, etc.) to ensure

compliance with the specifications. The supplier shall make this internal documentation available to Chemspeed for inspection upon request.

§ 8 Rights in the event of material defects and defects of title and other breaches of duty; procurement risk

- (1) Chemspeed's rights in the event of defects in material and title to the products and in the event of other breaches of duty by the supplier shall be governed without restriction by the statutory provisions and, in addition, by the following provisions as well as § 9 and § 10 of these GTCP. Only insofar as this results from the provisions of § 8, § 9 and § 10 shall the provisions of the GTCP replace the statutory provisions.
- (2) Chemspeed's obligation to inspect and give notice of defects is governed by the provisions in this paragraph and, subsidiarily, by the statutory provisions (pursuant to Art. 201 and 367/370 OR). Chemspeed's obligation to inspect is limited to defects that become apparent during Chemspeed's incoming goods inspection under external examination, including the delivery documents (e.g. transport damage, incorrect and short deliveries). If acceptance has been agreed, there is no obligation to inspect. Chemspeed is not obliged to carry out a functional test. Chemspeed's obligation to give notice of defects discovered later remains unaffected. Chemspeed's notice of defects shall in all circumstances be deemed immediate if Chemspeed sends it within seven (7) working days from completion of the incoming goods inspection (sentence 2) or from discovery (sentence 5). An incoming goods inspection shall in any case be deemed to have been carried out in due time if it takes place within 30 days of receipt of the products.
- (3) In the event that a product is defective, Chemspeed may - in addition to asserting the rights provided for by law - demand, at Chemspeed's discretion, either rectification of the defect (repair) or delivery of a defect-free item (replacement delivery). If the supplier does not fulfil this obligation to repair or replace the goods within a reasonable period of time set by Chemspeed, Chemspeed may remedy the defect itself (self-remedy) and demand reimbursement of the necessary expenses or a corresponding advance payment from the supplier. If the repair or replacement delivery by the supplier has failed or is unreasonable for Chemspeed due to special circumstances (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionately high damage), there is no need to set a new deadline; Chemspeed will inform the supplier of such circumstances as soon as possible, if possible before Chemspeed's self-execution.
- (4) The costs incurred by the supplier for the purpose of inspection and subsequent fulfilment - including any dismantling and installation costs - shall be borne by the supplier even if it turns out that there was in fact no defect.
- (5) The supplier shall bear the procurement risk for its services, unless expressly agreed otherwise (e.g. a stock debt).
- (6) Chemspeed does not recognise any warranty or liability-limiting clauses of the supplier.

§ 9 Infringement of third-party property rights

- (1) In accordance with paragraph (2), the supplier warrants that the delivered products are free from third-party rights and that no third-party property rights (industrial property rights and intellectual property rights) are infringed by the products delivered by the supplier.
- (2) The supplier is obliged to indemnify Chemspeed from all claims which third parties assert against Chemspeed due to the infringement of rights mentioned in paragraph (1) and to reimburse Chemspeed for all necessary expenses in connection with this claim. The obligation to indemnify shall apply at Chemspeed's first request. The claims according to sentence 1 do not exist if the supplier proves that it is neither responsible for the infringement of rights nor should have known or foreseen it at the time of delivery if he had exercised due commercial care.
- (3) Chemspeed's claims for defects of title shall otherwise remain unaffected.

§ 10 Statute of limitations

- (1) The statute of limitation shall be governed by the statutory provisions, unless otherwise stipulated below.
- (2) Notwithstanding Art. 210 para. 1 or Art. 371 para. 1 sentence 1 CO, the general statute of limitation period for contractual claims due to material defects (in movable items that have not been integrated into an immovable work as intended) is three (3) years from handover to Chemspeed at the place of fulfilment (§ 17 of these GTCP). If acceptance has been agreed, the limitation period shall always only commence upon successful completion of acceptance.
- (3) Indemnification claims due to claims by third parties as a result of alleged infringement of property rights shall not become time-barred as long as the third party can still assert its right against Chemspeed.
- (4) Non-contractual claims for material defects and defects of title are subject to the ordinary statutory limitation period in accordance with Art. 60 CO; however, if the statute of limitation for contractual claims is longer in accordance with the law or contractual agreement (paragraph (2) above), this shall apply.

§ 11 Product and manufacturer's liability

- (1) If Chemspeed is held liable by a third party for personal injury or damage to property by way of product and/or manufacturer's liability and if this damage is attributable to a product of the supplier, the supplier shall indemnify Chemspeed - insofar as the supplier itself is liable in the external relationship - against this claim. This obligation to indemnify shall apply at Chemspeed's first request.
- (2) If Chemspeed is obliged to carry out a recall due to the defectiveness of a product of the supplier and the danger to persons and/or property posed by this product, the supplier shall also bear all recall costs. The costs for installation, removal and transport of the products, including travelling time, operating time, packaging, etc. are also included in the recall costs. Further legal claims remain unaffected. Chemspeed shall inform the supplier of the recall measures - as far as possible and reasonable - as early as possible and give the supplier the opportunity to comment.
- (3) If the supplier has indications that the recall of one

of his products, which Chemspeed has ordered, could become necessary, he must inform Chemspeed immediately and provide Chemspeed with the corresponding documents.

- (4) The supplier is obliged to maintain a product liability insurance at his own expense and at usual conditions. Upon Chemspeed's first request, the supplier shall provide Chemspeed with proof of insurance by submitting an insurance confirmation and/or other insurance documents.

§ 12 Spare parts

- (1) The supplier is obliged to keep spare parts for the products delivered to Chemspeed in stock for a period of at least ten (10) years after delivery.
- (2) If the supplier intends to discontinue the production or storage of spare parts for the products delivered to Chemspeed, he shall inform Chemspeed immediately. His obligations according to paragraph (1) remain unaffected.

§ 13 Duty to inform in the event of official measures

- (1) If official measures are taken at or against the supplier in connection with products ordered by Chemspeed, the supplier shall inform Chemspeed immediately in writing.

§ 14 Special right of cancellation in the event of suspension of payments

- (1) Chemspeed is also entitled to withdraw from an order or a contract in the following cases: (a) the supplier ceases to make payments to its creditors; (b) the supplier itself applies for the opening of bankruptcy proceedings against its assets; (c) bankruptcy proceedings against the supplier's assets are permissibly applied for by Chemspeed or another creditor; (d) bankruptcy proceedings are opened - even if only provisionally; (e) the application is rejected for lack of assets; or (f) the supplier breaches the provisions of Clause § 18 of these GTCP.

§ 15 Prohibition of assignment, with the exception of monetary claims

- (1) The supplier is not authorised to assign his claims against Chemspeed arising from the contractual relationship to third parties.

§ 16 No subcontractors or other third parties

- (1) The supplier is not authorised to have services performed by third parties (e.g. subcontractors) without Chemspeed's prior written consent.

§ 17 Place of fulfilment

- (1) The place of fulfilment for all deliveries and services is the destination specified by Chemspeed (i.e. the place of delivery specified in Chemspeed's order) or, if no such place is expressly specified, the place of receipt of the goods at Chemspeed's delivery address.

§ 18 Sustainability and compliance with the law; Chemspeed Code of Conduct for Suppliers

- (1) The supplier shall at all times comply with all applicable laws, rules and regulations.
- (2) Chemspeed values ethical, honest and sustainable business practices and expects the same from its suppliers. The supplier therefore undertakes to familiarise itself with the Chemspeed Code of Conduct for Suppliers, the current version of which is available on the Internet

at <https://ir.Chemspeed.com/corporate-governance/Supplier-Code-of-Conduct/>, and to comply fully with the standards of conduct contained therein, including the standards for occupational safety, health and environmental protection, labour and human rights and responsible corporate governance, at all times.

- (3) During the execution of the contract, the supplier shall fulfil Chemspeed's additional requirements for occupational safety and health and environmental protection specified in the contract.
- (4) The products must not contain any prohibited substances or materials from conflict regions. In the case of products containing the elements tin, tantalum, tungsten or gold - or chemical compounds of these elements - the aforementioned substances may only originate from sources where the supplier can ensure, after careful examination, that armed groups and conflicts are neither directly nor indirectly financed or supported, including in the Democratic Republic of Congo. The supplier is obliged to ensure the traceability of the materials and to document this at Chemspeed's request so that the legal provisions on conflict minerals can be complied with. The supplier has implemented processes to ensure compliance with these requirements that meet at least the standard of the Chemspeed Conflict Minerals Policy available at <https://ir.Chemspeed.com/corporate-governance/governance-documents/default.aspx>. These requirements apply in addition to the principles of behaviour set out in the Chemspeed Code of Conduct for Suppliers.
- (5) The supplier undertakes to impose the same obligation on its board members, managing directors, employees, staff, vicarious agents and other bodies, representatives or agents, including subcontractors and sub-suppliers, to comply with the provisions of this § 18 and to monitor them.

§ 19 Choice of law, place of jurisdiction and place of debt collection

- (1) The business relationship between Chemspeed and the supplier shall be governed exclusively by Swiss substantive law. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- (2) The courts of Basel shall have exclusive local jurisdiction for all disputes arising from or in connection with the Contract Documents.
- (3) If the supplier has its registered office abroad or moves its registered office abroad, it shall choose Basel as the special domicile within the meaning of Art. 50 para. 2 SchKG for the fulfilment of its obligations.

§ 20 Severability clause

- (1) Should provisions of these GTCP be or become void or invalid in whole or in part, this shall not affect the validity of the remaining provisions. If a competent court is of the opinion that provisions have not become part of the contract or are invalid, these provisions shall be replaced by such a provision as the parties would have negotiated in good faith in the light of the other provisions of these GTCP if they had been aware of the invalidity of the provision in question.