

1. General and Scope

- 1.1 These General Purchasing Terms and Conditions (GTCP) apply to all orders, contracts, deliveries and services of Taracell, unless expressly agreed otherwise in writing. They also apply to all future business relationships with the Supplier, without the need for any further express agreement.
- 1.2 Earlier versions of these Terms and Conditions of Purchase shall cease to apply upon the entry into force of the present version. Any amendments or additions to these GTCP require the prior written consent of Taracell.
- 1.3 Any deviating or conflicting terms and conditions of the Supplier shall not become part of the contract unless Taracell expressly agrees to their validity in writing.
- 1.4 These GTCP apply equally to all Taracell locations, in particular to the plants in Switzerland and France.
- 1.5 The respective contracting party of the Supplier is the company named in the order.
- 1.6 Collateral agreements, amendments or additions are only effective if they have been agreed in writing and confirmed by Taracell.
- 1.7 By accepting the order, the Supplier expressly acknowledges the validity of these GTCP.

2. Contract conclusion, written form

- 2.1 Orders by Taracell shall be placed exclusively in writing (e.g. by e-mail or as a PDF).
- 2.2 Oral or telephone agreements are only binding after written confirmation by Taracell.
- 2.3 In the case of errors in calculation identified by both parties, an adjustment must be made while maintaining the original economic balance.
- 2.4 Obvious errors, typos or calculation errors in orders entitle Taracell to withdraw at any time.

3. Offers, Prices and Payment Terms

- 3.1 All offers are free of charge and non-binding for Taracell, unless expressly agreed otherwise.
- 3.2 The Supplier must adhere exactly to the request of Taracell in the offer and expressly point out any deviations.
- 3.3 All prices are fixed prices and include packaging, transport, insurance and all ancillary costs known at the time of contract conclusion, unless expressly agreed otherwise, and are exclusive of value-added tax.
- 3.4 Unless otherwise agreed, the validity of an offer is 90 days.
- 3.5 Price changes after the contract has been concluded are excluded.
- 3.6 Unless otherwise agreed, the following payment terms apply:
 - 14 days from receipt of the invoice and receipt of the goods with 2% discount, or
 - 30 days net from receipt of invoice and receipt of goods.
- 3.7 Invoices must be issued in a verifiable, complete and legally compliant form. They must contain in particular the order number, article number, quantity, unit price, total price, VAT number and all other legally required information. Incomplete or incorrect invoices are considered to be not properly issued and do not trigger a payment deadline.
- 3.8 Payment is made in the currency specified in the order.
- 3.9 Payments do not constitute an acknowledgment of proper delivery and do not affect Taracell's rights under the warranty for defects.
- 3.10 Partial invoices are only permitted if they have been expressly agreed in writing with Taracell. Partial invoices not agreed upon are considered not to have been issued and will not be processed by Taracell.

4. Orders, Changes, Order Confirmation

- 4.1 Changes to orders or deviations from the contract are only effective with the written consent of Taracell.
- 4.2 The Supplier undertakes to notify us in writing without delay of any changes to the manufacturing process, the production site or the materials used, as well as any other changes that may affect the quality, specification, conformity or usability of the products, and to obtain Taracell's written approval before implementing such changes
- 4.3 Taracell reserves the right to withdraw from the contract if there are obvious errors in the order.
- 4.4 An order confirmation must be sent within 2 working days. If no confirmation is received, the order is still considered binding unless the Supplier objects in writing within 5 working days.

- 4.5 Supplier order confirmations that differ from the order are only considered accepted if Taracell confirms this in writing.

- 4.6 All tools, molds, models or devices paid for by Taracell remain the property of Taracell.

- 4.7 The Supplier must label these separately and use them exclusively for Taracell orders.

5. Delivery

- 5.1 Delivery dates and deadlines are binding.
- 5.2 The Supplier undertakes to inform Taracell in writing without delay of any impending delivery delays.
- 5.3 In the event of a delay in delivery, Taracell is entitled to demand a contractual penalty of 0.5% of the total order value per week, but not exceeding 5% of the total value.
- 5.4 Advance and partial deliveries are only permitted with the written consent of Taracell.
- 5.5 The Supplier may only deliver or provide the quantities and services specified in the order. Additional or reduced deliveries are only permitted with the prior written consent of Taracell. Unauthorized additional deliveries may be rejected or stored by Taracell at the expense and risk of the Supplier.
- 5.6 The delivery must always be accompanied by a delivery note with all relevant information (order number, article number, quantity, weight, country of origin, etc.).
- 5.7 Taracell reserves the right to pass on any additional costs incurred due to delays to the Supplier.
- 5.8 Ownership of the delivered goods passes to Taracell upon delivery and acceptance unless otherwise agreed in writing.

6. Shipping, Transport, Packaging and Documents

- 6.1 The transfer of risk only takes place with acceptance by Taracell at the place of performance.
- 6.2 Shipments to Taracell AG must always be insured in accordance with the current Incoterms.
- 6.3 The Supplier bears the transport risk until delivery at the place of performance.
- 6.4 The packaging must meet recognized standards and protect the goods from damage during transport and storage.
- 6.5 Packaging should be designed to be as environmentally friendly and recyclable as possible, while taking into account the necessary safety.
- 6.6 Each delivery must be accompanied by the required supporting documents, including: certificates of origin, customs documents, test reports, declarations of conformity, safety data sheets, REACH/RoHS certificates, and operating instructions.
- 6.7 In case of non-compliance, the Supplier shall bear all costs arising therefrom.

7. Acceptance, inspections, right to complain

- 7.1 Taracell is entitled to inspect the delivery for completeness and freedom from defects.
- 7.2 The acceptance is always subject to a later check on quality and quantity.
- 7.3 There is no fixed notice period for defects; defects may be notified at any time after discovery.
- 7.4 The Supplier waives the objection of late notification of defects.

8. Quality, Warranty and Product Liability

- 8.1 The Supplier must fully comply with the quality requirements set by Taracell.
- 8.2 The Supplier guarantees that all deliveries meet the contractually agreed specifications, standards and legal requirements in Switzerland and France.
- 8.3 The Supplier guarantees that the delivered products, during their entire life cycle, meet all legal requirements of the production country and of Switzerland and France.
- 8.4 In the event of defects, Taracell is entitled to:
 - Free repair or replacement delivery,
 - Reduction of the purchase price,
 - Withdrawal from the contract
 - Replacement of all damages, including production losses and recall costs.
- 8.5 The Supplier is fully liable for damages caused by defective products.
- 8.6 The Supplier shall inform Taracell without prior request of any changes in the REACH or RoHS status of the delivered materials.

English

(valid for the plants in Switzerland and France)

- 8.7 The Supplier undertakes to take out and maintain adequate product liability insurance with a minimum coverage of CHF/EUR 2 million per occurrence of damage. The insurance must be valid worldwide and include a recall cost insurance.
- 8.8 The Supplier undertakes to ensure complete traceability of all products, materials and components delivered. At Taracell's request, the Supplier must immediately disclose the production, testing and delivery data (e.g. batch numbers, material certificates, production period, subcontractors involved). Traceability must be guaranteed for at least ten (10) years.
- 8.9 The Supplier undertakes to keep all relevant test documents (e.g. test reports, certificates, approvals) for at least ten (10) years and to make them available on request.
- 9. Spare parts and delivery capability**
- 9.1 The Supplier shall ensure that spare parts for the delivered products are available for at least ten (10) years after the end of production.
- 9.2 Changes to spare parts or their discontinuation must be notified to Taracell in writing in good time.
- 9.3 End-of-Life announcements at least 12 months before effective date; last order opportunity (Last-Time-Buy) at unchanged conditions.
- 10. Changes to the product or process**
- 10.1 Before series production begins, the Supplier shall perform a process FMEA and documents it. Critical features are to be identified; SPC evidence must be provided on request.
- 10.2 Unauthorized changes entitle Taracell to withdraw from the contract and to claim damages.
- 11. Confidentiality and Rights**
- 11.1 All drawings, models, samples and data provided by Taracell remain the property of Taracell.
- 11.2 The Supplier is obliged to use these exclusively for the fulfillment of the order and to treat them in strict confidence.
- 11.3 Transfer to third parties without the written consent of Taracell is not permitted.
- 11.4 The Supplier is liable for infringements of protective rights and indemnifies Taracell against all claims of third parties.
- 11.5 The confidentiality obligation also applies for a further ten (10) years after the termination of the contractual relationship.
- 12. Subcontractors, Assignment, Set-off**
- 12.1 The Supplier may not use subcontractors without the written consent of Taracell.
- 12.2 Assignments of receivables against Taracell are excluded without prior written consent.
- 12.3 The Supplier is only entitled to set off if the Supplier's counterclaims have been finally adjudicated or acknowledged by Taracell.
- 12.4 The Supplier undertakes to establish and maintain an effective Supplier management system that ensures the evaluation, selection and regular monitoring of its sub-Suppliers. This system must ensure that all subcontractors and Suppliers used comply with Taracell's quality, environmental and social standards. Taracell must be informed of the results of Supplier evaluations upon request.
- 13. Occupational safety, social standards and environmental protection**
- 13.1 The Supplier undertakes to comply with all statutory regulations on occupational safety and health protection.
- 13.2 Child labor and forced labor are strictly prohibited.
- 13.3 The Supplier commits to complying with international human rights, environmental and social standards.
- 13.4 The Supplier is committed to a sustainable use of resources and to minimizing environmental pollution.
- 13.5 The Supplier undertakes to comply with all anti-corruption, antitrust and competition regulations.
- 14. Audit right**
- 14.1 Taracell is entitled to conduct audits at the Supplier or its sub-Suppliers, with prior notice, to check compliance with quality, environmental and social standards.
- 14.2 If the use of subcontractors is approved by Taracell, Taracell is entitled to conduct audits, or to obtain relevant information, at the appointed subcontractors, after prior announcement, if this is necessary to verify the quality, environmental or social standards. The responsibility for the fulfillment of the contract remains with the Supplier.
- 14.3 The Supplier supports all necessary measures for quality testing and supply chain control.
- 15. Export, Import Control, Customs, Standards and Compliance**
- 15.1 The Supplier shall ensure that all imports and exports in connection with deliveries to Taracell comply with the applicable export, import and customs regulations.
- 15.2 The Supplier is liable for all consequences of incorrect, incomplete or late information in customs, import or export documents.
- 15.3 The Supplier guarantees compliance with all relevant national and international standards and regulations (e.g. ISO, EN, CE, REACH, RoHS, PFAS regulations) as well as all compliance, sanctions and trade restrictions that apply to the trade in goods with Switzerland, the EU and other affected countries.
- 16. Insurance obligations**
- The Supplier undertakes to take out, at his own expense, adequate liability insurance, including product liability, and to provide proof of this upon request.
- 17. Withdrawal, termination, contractual penalty**
- 17.1 Taracell is entitled to withdraw from the contract if the Supplier breaches its obligations or becomes insolvent.
- 17.2 Contractual penalties can be claimed in addition to damages.
- 17.3 The assertion of further claims for damages remains reserved.
- 18. Force Majeure**
- 18.1 Force majeure events shall release the parties from their respective performance obligations for the duration of the disruption.
- 18.2 The affected party must inform the other party immediately and take all reasonable measures to limit the damage.
- 19. Data protection, IT security and information obligations**
- 19.1 The Supplier undertakes to comply with all applicable data protection laws (including the GDPR).
- 19.2 The Supplier undertakes to implement appropriate cybersecurity measures in accordance with the state of the art.
- 19.3 Confidential data must be protected according to the state of the art.
- 19.4 Safety incidents or data leaks must be reported to Taracell immediately.
- 20. Applicable Law and Jurisdiction**
- 20.1 All deliveries, services and contractual relationships with Taracell are exclusively governed by Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), regardless of whether the delivery is made to a site in Switzerland or in France.
- 20.2 The exclusive place of jurisdiction for all disputes arising from this contractual relationship is Taracell's registered place of business. However, Taracell is entitled to assert claims against the Supplier before any other competent court.
- 21. Final Provisions**
- 21.1 The governing contract language is German. Translations are provided for information purposes only. The German version shall prevail.
- 21.2 If any provision of this agreement is or becomes invalid, the validity of the remaining provisions shall not be affected. The parties undertake to replace the invalid provision with a valid one that comes closest to the economic purpose.
- 21.3 Changes and additions to these GTCP must be in writing.