

Terms and conditions of purchase

SWISSto12 SA – June 2022

1. General Provisions

1.1. These general terms and conditions of purchase (the “**GTCP**”) apply to the contractual relationship between SWISSto12 SA (CHE-370.774.769), a company incorporated under the laws of Switzerland, with its registered office at Avenue des Baumettes 19, 1020 Renens (VD), Switzerland (“**SWISSto12**”) and each of its suppliers (each, the “**Supplier**”; SWISSto12 and the Supplier, collectively, the “**Parties**”, and each, individually, a “**Party**”).

1.2. These GTCP apply concurrently with the specific purchase order(s) placed by SWISSto12 with the Supplier and approved by both Parties in writing, including its or their annexes and schedules (each, a “**Purchase Order**”), which together constitute the purchase contract between the Parties (the “**Contract**”). Unless specifically agreed otherwise by the Parties, these GTCP apply exclusively, and any other general terms and conditions, in particular any general terms and conditions of the Supplier, are excluded and shall not apply.

1.3. The Contract shall be deemed entered by and between the Parties only upon (i) the relevant Purchase Order being signed by authorized representatives of both Parties or (ii) the Supplier providing SWISSto12 with a written confirmation (such as a confirmation order) relating to the relevant Purchase Order duly placed and signed by authorized representatives of SWISSto12 or (iii) in the event that the Supplier fails to acknowledge receipt of the Purchase Order duly placed by SWISSto12 within three (3) business days of such receipt (in which case the Purchase Order and this GTCP will be deemed accepted by the Supplier).

1.4. Any subsequent amendment of the Contract is subject to the prior written agreement of the Parties.

1.5. In case of conflicts or discrepancies between the Purchase Order, its annexes and schedules, and these GTCP, these documents shall prevail in the following decreasing order of priority:

the Purchase Order;

the annexes and/or schedules to the Purchase Order; and

these GTCP.

1.6. SWISSto12 reserves the right to amend these GTCP at any time. SWISSto12 shall inform the Supplier of such amendments by any appropriate means, including by email or by publishing the amended GTCP on SWISSto12's website. The Supplier is responsible for checking SWISSto12's website regularly. Unless SWISSto12 receives written notice of objection within thirty (30) calendar days of informing the Supplier, the amended GTCP shall be deemed approved by the Supplier without reservation.

2. Scope of Work

2.1. The Supplier shall provide the products and/or services set out in any Purchase Order (collectively, the "Work" or the "Goods").

2.2. The Supplier shall carry out the Work, and deliver the Goods, respectively as set out in the relevant Purchase Order.

3. Change Order

3.1. In case SWISSto12 is willing to change the terms and conditions of the Work and/or the Goods under any Purchase Order, SWISSto12 shall provide the Supplier with a change order detailing such changes (each, a "Change Order").

3.2. The Supplier shall provide SWISSto12 within 14 (fourteen) calendar days of receipt of a Change Order with a detailed offer regarding the price changes resulting from the changes detailed in the Change Order and the effect of such changes on the deadlines specified in the Purchase Order. Upon such offer being approved in writing by SWISSto12, the terms of such offer, together with those of the Change Order, shall serve as an amendment to the Purchase Order and shall be an integral part of the Contract.

3.3. If the Supplier has not provided SWISSto12 with such detailed offer within the aforementioned 14 (fourteen) calendar day period, the terms and conditions of the Purchase Order, other than those amended by the Change Order, shall apply unchanged and the Supplier shall be deemed to have waived any changes other than those contained in the Change Order. The Change Order shall then serve as an amendment to the Purchase Order and shall be an integral part of the Contract.

4. Delivery/Performance

4.1. The Purchase Order and the annexes and/or schedules thereto shall define the time and place of delivery/performance of the products and/or services being part of the Work and/or the Goods.

4.2. If the Work and/or the Goods includes the provision of technical and/or quality documentation, such documentation shall form an integral part of the Supplier's Work and/or Goods. The delivery of the Work and/or the Goods shall therefore only be completed once the technical and/or quality documentation has been handed over to SWISSto12 as contemplated in the relevant Purchase Order.

4.3. The Supplier undertakes to regularly inform SWISSto12, or any third party designated by SWISSto12, of the progress of the Work entrusted to it, and to inform them of any event that could cause a delay in the delivery/performance of the Work and/or the Goods.

5. Late Delivery

5.1. In the event that the Supplier (i) fails to deliver the Work and/or the Goods or documentation meeting the requirements of the Purchase Order on the due date, or (ii) if the equipment fails to meet the Purchase Order's performance requirements, and without prior notice of default being necessary, SWISSto12 shall be entitled, without prejudice to any other remedy available by law or by contract, to claim damages for the loss suffered, including any delay penalties that may be due by SWISSto12 to its own customers due to the delay attributable to the Supplier.

5.2. In particular, the Supplier will have to pay the liquidated damages as set forth in the Purchase Order. The latter represents a reasonable determination of the damages' amount that SWISSto12 will suffer and is not to be considered as penalty. Supplier hereby waives any defense to SWISSto12's recovery of such liquidated damages on the basis that actual damages are ascertainable or that such liquidated damages do not represent a reasonable determination of SWISSto12's damages or are penalties.

5.3. Unless otherwise expressly specified, the rate of liquidated damages for late delivery of equipment shall be at a rate of 1 % of the total price per week of delay up to a maximum of 10% of the total price. Such liquidated damages may be deducted by SWISSto12 from any due to the Supplier. SWISSto12's right to cancel for the Supplier's default and exercise the remedy set forth is reserved, as well as any delay penalties that may be due by SWISSto12 to its own customers due to the delay attributable to the Supplier.

6. Prices

6.1. The Price for the Work and/or the Goods shall be as detailed in the relevant Purchase Order (the "Price").

6.2. The Price shall be firm, fixed and non-revisable (except in accordance with the terms of these GTCP).

6.3. The Price shall include value added tax (or any similar tax) and all other taxes, duties, licenses, fees and levies of any kind whatsoever.

6.4. Unless otherwise agreed in the Purchase Order, the Price is for Work and/or Goods packed and delivered to the delivery place indicated in the Purchase Order and shall be deemed to include any packing costs, packaging costs, delivery costs, insurance costs, express service charges and custom taxes and other fees, where applicable.

7. Payment Terms

7.1. Invoices shall be issued and addressed to SWISSto12 by the Supplier in accordance with the payment schedule detailed in the Purchase Order at [\[email protected\]](#).

7.2. Unless otherwise agreed upon in writing, invoices issued by the Supplier in accordance with the Contract shall be payable by SWISSto12 within sixty (60) or thirty (30) calendar days after the end of the month in which all items of the Purchase Order referred to in the invoice have been delivered to and accepted by SWISSto12 net of any set off made by SWISSto12 for any amount owed by the Supplier to SWISSto12 under a Purchase Order.

7.3. Payment by SWISSto12 of the Price shall not constitute acceptance of the Work and/or the Goods and is without prejudice to and rights SWISSto12 may have by reason of the Work and/or the Goods failing to comply with any specification relating to the Work and/or the Goods or any breach by the Supplier of all or any of the clauses in the Purchase Order.

8. Shipment

8.1. All packaging must conform to SWISSto12's packaging requirements.

8.2. The Supplier will:

- (i) properly pack, mark and ship the Goods in accordance with SWISSto12's requirements and the select the appropriate carrier in a manner to secure the lowest transportation cost with the best possible security;
- (ii) route shipment in accordance with SWISSto12's instructions;

- (iii) provide SWISSto12 with shipment papers showing the following information: Purchase Order/Change Order's number(s), SWISSto12's part number, Supplier's name, Supplier's part number where applicable, quantity of pieces in shipment, number of cartons or containers in shipment, bill of lading number and country of origin;
- (iv) promptly forward to SWISSto12 the original bill of lading or other shipment receipt for each shipment identification of the Goods on packing slips, bills of lading and invoices;
- (v) promptly furnish SWISSto12 with all certificates of origin or certificates of compliance and domestic value-added and other information relating to the costs and places of origin of the Goods and the materials contained therein or used in the performance thereof, as may be required by

9. Transfer of Ownership and Risks

9.1. The transfer from the Supplier to SWISSto12 of ownership and risks to products that are part of the Work and/or the Goods shall take place upon delivery of such products at the place of delivery defined in the Purchase Order.

9.2. If the delivery is delayed at the request of SWISSto12 by more than sixty (60) calendar days in relation to the delivery period specified in the Purchase Order, the Supplier shall be entitled to receive a fair compensation for the storage of the goods at its risk.

10. SWISSto12 Furnished Items

10.1. When the performance of the Work by the Supplier requires that one or more items owned or paid by SWISSto12 be handed over to the Supplier such as drawings, designs and other specifications and tools (collectively, the "Customer Furnished Items"), the Supplier shall assume custody of such Customer Furnished Items under its entire responsibility. The Customer Furnished Items are SWISSto12's property and shall be used by the Supplier only to fulfil Purchase Orders from SWISSto12. Furthermore, the Supplier shall keep Customer Furnished Items clearly labelled as being Swissto12's property.

10.2. SWISSto12 does not provide a guarantee regarding the nature or quality of the Customer Furnished Items, which are furnished "as is". The Supplier shall not make any change in the manufacturing, process, components or design of the Customer Furnished Items without obtaining SWISSto12's prior written consent.

10.3. The Supplier shall be liable for the loss of, or any damage to, the Customer Furnished Items between the time SWISSto12 physically delivers the relevant Customer Furnished Items to the Supplier and the time they are physically delivered back to SWISSto12. The Supplier shall, at its cost, store and maintain all such property in good condition and repair.

10.4. The Supplier shall always maintain sufficient insurance coverage with respect to Customer Furnished Items (in particular but not limited to loss, damage, theft or destruction). Upon request by SWISSto12, evidence of such insurance shall be submitted to SWISSto12 by the Supplier. All amounts received under such insurance shall be paid directly to SWISSto12.

10.5. The Supplier shall not pledge, charge, or grant liens over, or claim any title, right or interest in or to Customer Furnished Items.

11. Inspections of Supplier's Activities

11.1. SWISSto12 and its directors, employees, representatives, agents and managers (collectively, the "Representatives") shall have unrestricted access to all of the Supplier's facilities, equipment and premises during normal business hours in order to conduct inspections of the Supplier's activities in connection with the performance of any Purchase Order/Contract (including in the test phases), subject to all such Representatives being subject to appropriate confidentiality undertakings. SWISSto12 shall notify the Supplier at least twenty-four (24) hours prior to undertaking any such inspection.

11.2. Such inspections may relate to the facilities and equipment, as well as the personnel in charge of the performance of the Work. They may take place before, during and after the completion of the relevant Purchase Order.

11.3. Such inspections shall not constitute delivery or partial acceptance and shall not affect SWISSto12 rights under any warranty for defects.

12. Subcontracting and Assignment

12.1. The Supplier may not delegate or subcontract the Work and/or the design, handcrafting, production and delivery of the Goods, in whole or in part, without the prior written consent of SWISSto12. The Supplier shall be responsible for the performance of the Work by its authorized subcontractors. The right of SWISSto12 to conduct inspections under Clause 11 shall apply mutatis mutandis to any authorized subcontractor of the Supplier and the Supplier shall be responsible for flowing down these provisions to its authorized subcontractors.

12.2. The Supplier may not assign its rights and/or obligations under the Contract to a third party without the prior written approval of SWISSto12. Any assignment made without such consent shall be null and void. SWISSto12 shall be entitled to assign any of its rights and obligations under the Contract to any of its affiliates.

12.3. Any approval by SWISSto12 to subcontract shall not release the Supplier from any obligation

or liability under the Purchase Order.

13. Inspection and Acceptance

13.1. The Supplier undertakes to deliver to SWISSto12 only deliverables that the Supplier has checked for strict compliance with the terms and conditions of the Purchase Order and to standard specifications and industry practices. SWISSto12 has the right to reject Work and/or Goods that do not comply with the conditions listed.

13.2. SWISSto12 shall also have the right to inspect the finished Work and/or Goods at the Supplier's plant or following receipt by SWISSto12 at destination.

13.3. When stipulated in the relevant Purchase Order, the Supplier shall complete, sign and send with the relevant deliverables a duly completed Supplier's certificate of conformity.

13.4. The Supplier shall perform, at its own expense, the inspections and controls specifically requested in the Purchase Order or those required to obtain a certificate of conformity and shall establish the corresponding protocols.

13.5. All costs incurred and damages sustained by SWISSto12 as a result of inspections or rejections made under the provisions hereof shall be borne by the Supplier and SWISSto12 may return such Work and/or Goods at the Supplier's expense.

13.6. SWISSto12 undertakes, upon receipt of any deliverable from the Supplier, to check such deliverables within a reasonable period of time and to notify the Supplier without delay and in writing of any non-conformity with the specifications of the Purchase Order and the annexes and/or schedules thereto. This shall not apply to defects which only become apparent later and which cannot be detected during the inspection, or to defects which have been intentionally concealed or hidden by the Supplier.

13.7. SWISSto12's claims relating to defective deliverables shall remain unaffected if SWISSto12 is in arrears with the inspection of the Supplier's deliverables and/or the notice of any defects to the Supplier. 13.8. Any deliverable that are part of the Work and/or the Goods shall only be deemed accepted by SWISSto12 upon SWISSto12 confirming in writing that such deliverables have been accepted.

14. Third Party Rights

14.1. The Supplier undertakes not to provide SWISSto12 with Work and/or Goods in breach of any rights of third parties.

14.2. The Supplier shall hold harmless and fully indemnify SWISSto12 against any claims or legal action by a third party alleging a breach of its rights in connection with the Work and/or the Goods.

15. Intellectual Property

15.1 For the purpose of these GTCP:

“Intellectual Property” means any registered and unregistered intellectual property rights and any other rights entitled to or eligible for other forms of legal protection, including patents, patent applications, designs, specifications, trademarks, works of authorship, semi-conductor layouts and corresponding applications, as well as copyrights, know-how, data, results, trade secrets, and inventions.

“Background Intellectual Property” means any Intellectual Property owned or controlled by SWISSto12 or by the Supplier at the Start Date of a contract, or later developed by a Party outside the scope of the Contract and without any use, or reference to, Confidential Information of the other Party.

“Foreground Intellectual Property” means any Intellectual Property generated or discovered by SWISSto12 or by the Supplier, or jointly, after the Start Date of the Contract within the scope of the Contract.

“Independent Foreground Intellectual Property” means the Foreground Intellectual Property created, discovered or developed by SWISSto12 or by the Supplier, without any assistance of the other Party and without using any Confidential Information of the other Party.

“Joint Foreground Intellectual Property” means the Foreground Intellectual Property jointly created, discovered or developed by SWISSto12 or by the Supplier

15.2. Each Party is and shall remain at all times the exclusive owner of its respective Background Intellectual Property and Independent Foreground Intellectual Property. Each Party hereby grants to the other Party a worldwide, non-exclusive, non-transferable, and non-sublicensable, royalty-free license under its Background Intellectual Property and its Independent Foreground Intellectual Property, to the extent strictly necessary for the performance of work under the purchase orders and for SWISSto12 and its affiliates to use Work and/or Goods under the Contract and/or any Purchase Order and incorporate them into systems that it can sell to end users. Except as expressly provided otherwise in this Agreement, no other right, title or interest, including any license or rights by implication, estoppel or otherwise, in any Background Intellectual Property or any Independent Foreground Intellectual Property of a Party, is granted to the other Party or implied pursuant to the Contract.

15.3. Foreground Intellectual Property and Joint Foreground Intellectual Property shall be exclusively owned by SWISSto12. At SWISSto12's request, the Supplier shall, and shall cause its personnel to execute all documents and perform all acts as may be necessary to obtain, or assist SWISSto12 in obtaining, any and all such intellectual property rights and to vest the same solely in SWISSto12 and for the exclusive benefit of SWISSto12, to the extent that the same have not already vested in SWISSto12 by law or by contract. If intellectual property rights may not be acquired by SWISSto12 by law or by contract, the Supplier shall, and shall cause its personnel to, grant to SWISSto12 a worldwide, irrevocable, exclusive, transferable and sub-licensable, royalty-free, unlimited and unrestricted license to use, modify, develop and exploit such intellectual property rights.

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15.4. The Price shall be deemed to include, and the Supplier shall pay, all royalties, fees and amounts payable to any third party (whether by instalments or otherwise) in respect of, or in connection with, any real or personal property, process, work, material, matters, things or methods used or to be used in relation to the provision of the Work and/or Goods and Services under the Contract.

15.5. The Supplier shall hold SWISSto12 harmless and shall fully indemnify SWISSto12 and be liable for all losses, damages, liabilities, actions, suits, claims, proceedings, demands, costs and expenses which may arise from, or be incurred by reason of, any infringement, violation, alleged infringement or alleged violation of any third party patent, design, trademark, name, copyright or other protected right in respect of the Work and/or the Goods sold hereunder and any other plant, machinery, tools, goods, process, work, material, matter, think or method used or supplied by or on behalf of the Supplier.

15.6. The Supplier will not assert or transfer to any third party a right to assert against SWISSto12 or SWISSto12's customers any Intellectual Property that the Supplier has or may have that are applicable to the Work and/or the Goods used or furnished under the Purchase Order. The Supplier will not sell or otherwise dispose of any Word and/or any Goods that incorporate any Intellectual Property of SWISSto12 to any party other than SWISSto12 without SWISSto12's prior written consent.

16. Confidentiality

16.1 For the purpose of these GTCP:

"Confidential Information" means and includes any and all proprietary and/or non-public information and materials disclosed by SWISSto12 (the **"Disclosing Party"**) to the Supplier (the **"Receiving**

Party”), or otherwise received or obtained by the Receiving Party, in view or in connection with the Contract, whether technical, commercial, financial, or otherwise (in oral, written, or any other form), and including the existence of the business relationship between the Supplier and SWISSto12 and any and all Intellectual Property in any form or stage of development, and any other subject matter, material, or information that is considered to be proprietary or confidential and/or that otherwise qualifies for protection under any law providing or creating Intellectual Property rights. Information and materials will be considered Confidential Information regardless of the form or manner of disclosure or whether or not it is marked as “Confidential” or with a similar label. Confidential Information shall include information generated based on Confidential Information. All information relating to SWISSto12’s business and the Purchase Orders (including the existence of the business relationship) are considered confidential.

16.2. Confidential Information shall not include information that: (a) was discovered or created by, or was otherwise in the possession of the Receiving Party before its receipt from the Disclosing Party; (b) is or becomes available to the public through no fault of the Receiving Party; (c) is received by the Receiving Party in good faith from a third party having no duty of confidentiality to the Disclosing Party; or (d) is required to be disclosed by law or court action (in which case the Receiving Party shall immediately notify the Disclosing Party to allow the Disclosing Party the opportunity to oppose such disclosure). The burden of proof of showing that information or materials fall within one of the exclusions above shall rest with the Receiving Party.

16.3. The Receiving Party shall maintain the secrecy and confidentiality of Confidential Information received from the Disclosing Party in connection with the Contract. The Receiving Party (i) shall not disclose the Disclosing Party’s Confidential Information to any third party without the prior written consent of the Disclosing Party, (ii) shall only use the Disclosing Party’s Confidential Information for the purpose of the Contract and as contemplated by the Contract and (iii) shall not copy or reverse engineer, reverse compile, nor attempt to derive the composition or underlying code or other information of any Disclosing Party’s Confidential Information. The Receiving Party shall not remove any confidentiality, proprietary, or other similar markings from Confidential Information. The obligations of confidentiality hereunder shall survive the end or termination of the Contract for whatever reason indefinitely.

16.4. The Receiving Party is responsible for compliance with these confidentiality undertakings by its Representatives. The Receiving Party represents and warrants that it has entered or will enter into agreements with any such Representatives as necessary to fulfil its respective confidentiality obligations hereunder.

16.5. Upon the end or termination of the Contract for whatever reason, or at the earlier request of the Disclosing Party, the Receiving Party shall, at the election of the Disclosing Party, return or destroy all originals and copies of Disclosing Party’s Confidential Information, or, in case of

Confidential Information stored in electronic, magnetic or digital media, shall erase or render unreadable all materials furnished (including, without limitation, working papers containing any Confidential Information or extracts therefrom) which contain Confidential Information.

16.6. Any specific non-disclosure agreement entered by and between the Parties shall apply and remain unaffected.

17. Compliance with Laws, Regulations, Codes and Standards

17.1. The Supplier warrants that the performance of its obligations under the Contract, the Work and/or the Goods themselves, as well as the performance of any portion of the Work by authorized subcontractors, shall comply with all applicable laws, regulations, codes and standards including the SWISSto12's code of conduct. The Supplier warrants that the Supplier and any authorized subcontractors, have obtained, and shall hold on a continued basis for the whole duration of the Contract, all necessary permits or authorizations.

17.2. In case the implementation of the Contract is subject to export or import licenses / authorizations, the Supplier shall obtain all such licenses / authorizations in time for all relevant deliverables and shall prepare and submit the related documentation and carry out all necessary formalities to that aim.

18. Non-Compliance

18.1. The Supplier undertakes to inform SWISSto12 without delay of any non-conformity with the Purchase Order and its annexes and/or schedules that has occurred or been identified during the performance of the Work.

18.2. Any deviation from the Purchase Order shall be the subject to SWISSto12's prior written consent.

19. Warranty

19.1. The Supplier represents and warrants to SWISSto12 that, at any time up to two (2) years after the date on which the relevant Work and/or Goods are put into commercial use by SWISSto12 or its customers, unless the Purchase Order or statutory provisions stipulate a longer warranty:

(A) the Work and/or the Goods (including spare parts) shall be free from defects in design, workmanship and material and shall comply in all respects with the performance criteria, specifications, drawings and other descriptions supplied by SWISSto12 and shall be new, fit and sufficient for the purposes for which they are intended as evidenced in the Purchase Order, and of

satisfactory quality and that the Work has been performed in full with due care and diligence.

(B) the Work and/or the Goods shall be supplied in compliance with the relevant requirements of any statute, statutory instrument, order, regulation, codes and standards including SWISSto12's code of conduct, which may be in force from time to time when the same are supplied.

19.2 At SWISSto12's option, the Supplier shall repair or replace without cost to SWISSto12 (including costs of removal of defective goods and reinstallation of new Work and/or Goods) and Work and/or Goods not compliant with the above warranties and upon failure to do so within a reasonable time under usual practice, after five (5) days prior written notice, SWISSto12 may do so at the Supplier's expense. In case the Work and/or Goods have been incorporated by SWISSto12 into SWISSto12's finished or partially finished goods, the Supplier shall hold harmless and fully indemnify SWISSto12 for SWISSto12's costs of remanufacturing the finished goods and any liability due by SWISSto12 to its customers (including but not limited to, costs of removal and reinstallation of the finished goods manufactured by SWISSto12 with the Goods).

19.3 The Supplier shall ensure proper labelling and instruct SWISSto12 of any risks associated with the Goods. If the Goods purchased are of an explosive, inflammable, toxic, hazardous or otherwise dangerous nature, the Supplier shall hold harmless and fully indemnify SWISSto12 against any claims asserted against SWISSto12 on account of any personal injury or property at SWISSto12's plant or warehouse or thereafter (including for finished product in the hands of SWISSto12 or its customers) provided that the Supplier's instructions were complied with.

20. Communications

20.1. Unless otherwise agreed in the Purchase Order, any notice or communication within the framework of the Contract shall be in writing (including by email) and shall be either personally delivered, mailed by registered mail, or emailed (with copy to follow by registered mail), to the addresses of the Parties set out in the Purchase Order.

21. Independent Contractor

21.1. The Supplier shall at all times be an independent contractor, and not an agent, partner or joint venturer of SWISSto12, and nothing contained in the Contract shall be deemed to create any agency, partnership or joint venture relationship between the Parties. The Parties and their respective representatives shall have no authority to bind or commit the other Party to any obligation or agreement, or speak for, represent or obligate the other Party in any way.

22. Force Majeure

22.1. Neither Party shall be liable for any delay or failure of performance due solely to unforeseeable

circumstances, or other events or causes beyond its control and without its fault or negligence, provided that the Party subject to such event or cause shall have given written notice thereof to the other Party as soon as the same could be anticipated, and if it could not be anticipated, promptly following the commitments for the Work and/or the Goods used herein as they become due, the Supplier shall not discriminate against SWISSto12 or in favor of any other customer in making delivery of such Goods.

22.2. The Supplier shall use its best efforts to anticipate the effect any Force Majeure event or cause and mitigate the effects of such event or cause and make deliveries as expeditiously as possible.

22.3. However, if SWISSto12 believes that the delay or anticipated delay in the Supplier's deliveries may impair its ability to meet its manufacturing schedules or may otherwise interfere with its operations, SWISSto12 may at its option, and without liability to the Supplier, cancel outstanding deliveries hereunder wholly or in part.

23. Insurance, Liability and Indemnity

23.1. The Supplier shall carry and maintain insurance coverage necessary to be properly insured against all risks which may arise from or in connection with the performance of the Contract and, when requested by SWISSto12, the Supplier shall furnish satisfactory evidence of such insurance coverage. The Supplier shall be liable for all losses, damages, costs (including legal costs) and expenses, (whether direct, indirect, consequential, loss of anticipated profits or otherwise) suffered by SWISSto12 as a result of any breach of warranty by the Supplier, default by the Supplier in the performance of its obligations under a Purchase Order, misrepresentation by the Supplier or SWISSto12 terminating the Purchase Order pursuant to Clause 24.

23.2. The Supplier shall hold harmless and fully indemnify SWISSto12 from and against any and all liability for third party Intellectual property infringement and claims, death, illness or injury to any their part or for loss or damage to any third party's property and against all claims, demands, proceedings and causes of action resulting directly or indirectly there from and arising out of any act or default on the part of the Supplier, its sub-suppliers, servants or agents in the performance of any of its obligations under this Contract including, without limiting the generality of the foregoing, any liability arising under any relevant product liability legislation which may apply from time to time

24. Termination

24.1. SWISSto12 shall have the right to terminate the Contract and/or any Purchase Order, in whole or in part, at any time by a written notice of termination whenever SWISSto12 determines such termination to be in SWISSto12's best interest, provided, however, that SWISSto12 pays the

Supplier for the cost of the Work and/or the Goods not reusable by the Supplier which are (i) already ordered and paid by the Supplier (ii) ready for shipment to SWISSto12 or (iii) in transit to SWISSto12 or (iv) actually delivered to SWISSto12 in accordance with these GTCP and the relevant Purchase Order.

24.2. SWISSto12 may cancel any Purchase Order by written notice to the Supplier, for any default of the Supplier which remained unremedied after ten (10) business days (unless otherwise agreed in writing) from the date of notice to remedy sent by SWISSto12 to the Supplier.

24.3. For the purpose of Clause 24, default of the Supplier shall also include insolvency of the Supplier, assignment for the benefit of creditors, bankruptcy or any similar proceedings. In the event of termination for default; SWISSto12 may purchase services and/or products similar to the Work and/or the Goods which remained undelivered by the Supplier, and the Supplier shall be liable to SWISSto12, for any costs for such similar goods in excess of the price agreed with Supplier pursuant to the relevant Purchase Order. In addition to the above rights, SWISSto12 may, at its option, require the Supplier to deliver to SWISSto12 any completed or uncompleted items, Work and/or Goods related to the Purchase Order.

25. Waiver and Severability

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25.1. Failure or delay of SWISSto12 in exercising any of its rights under any Purchase Order shall in no way constitute a waiver of those rights nor shall such failure excuse the Supplier from any of its obligations under such Purchase Order.

25.2. No single or partial exercise of any right, power, privilege or remedy by SWISSto12 under this Purchase Order shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

25.3. The rights, powers and remedies of SWISSto12 provided in GTCP are cumulative and are not exclusive of any rights, powers or remedies provided by law or otherwise.

25.4. The Parties agree that if any part of the Contract and/or any Purchase Order is found to be invalid, void, unenforceable or unlawful under any enactment or rule of law pertaining thereto of any jurisdiction, the legality, validity and enforceability of the remainder of the Contract and/or the Purchase Order in that jurisdiction shall not be affected, and the legality, validity and enforceability of these GTCP shall not be affected in any other jurisdiction.

26. Applicable Law and Dispute Resolution

26.1. These GTCP and the Contract shall be governed, interpreted and construed by, under and pursuant to the substantive laws of Switzerland, without regard to conflict of laws principles thereof. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

26.2. Any dispute, controversy or claim arising out of or in relation with these GTCP and/or the Contract, including the validity, invalidity, breach or termination thereof, shall be subject to the exclusive jurisdiction of the courts of Geneva, Switzerland, the right of appeal to the Swiss Federal Tribunal being reserved.

