

General Terms and Conditions of Purchase of Ypsomed AG

Version October 2023

1. General

- 1.1. These General Terms and Conditions of Purchase shall govern the conclusion, content and execution of contracts, in particular purchase and work contracts as well as orders between suppliers or service providers ("Supplier") and Ypsomed AG, Brunnmattstrasse 6, 3401 Burgdorf, Switzerland ("Ypsomed") for the purchase of goods, works, products, tools or parts thereof as well as services ("Product") which Ypsomed orders from the Supplier, irrespective of whether the Supplier manufactures the Products themselves or has them manufactured by or purchases them from suppliers.
- 1.2. By submitting an offer to Ypsomed or accepting an order from Ypsomed, the Supplier shall agree to these Terms and Conditions of Purchase. Deviating provisions in the order or in other parts of the Contract shall remain reserved. Written agreements made with the Supplier in individual cases shall take precedence over these Terms and Conditions of Purchase. Ypsomed expressly reserves the right to amend these Terms and Conditions of Purchase at any time.
- 1.3. Delivery or other general terms and conditions of the Supplier (existing or future) shall not apply. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become an integral part of the Contract if and insofar as Ypsomed has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if Ypsomed accepts the Supplier's Products without reservation having knowledge of the Supplier's General Terms and Conditions.
- 1.4. Legally relevant declarations and notifications by the Supplier with regard to the Contract (e.g. setting of a deadline, reminder, withdrawal) must be made in writing (e.g. letter, e-mail).

2. Requests for Quotation / Order

- 2.1. Enquiries made by Ypsomed to the Supplier about the Supplier's products or delivery conditions as well as requests by Ypsomed to merely submit an offer shall not be binding on Ypsomed in any way.
- 2.2. Ypsomed shall not owe any remuneration for the preparation of a quotation and for the delivery of corresponding plans, samples and models.
- 2.3. Orders shall only be binding if they have been placed by Ypsomed in writing (also via e-mail) or verbally or by telephone, in such cases stating an Ypsomed order number.

3. Subject matter and modalities of delivery / changes to the order

- 3.1. Partial deliveries, partial services as well as early deliveries and services are only permissible if this has been agreed in writing.
- 3.2. Each delivery shall be accompanied by a delivery note and the documents referred to in Section 10.4. The details submitted to the Supplier by Ypsomed with regard to order number, references, Ypsomed article number and Ypsomed drawing number shall be listed on delivery notes, invoices and correspondence. The relevant customs documents and a copy of the invoice shall be enclosed with consignments from abroad.
- 3.3. Ypsomed may request the modification of deliveries insofar as their overall character remains unaffected and the re-dispositions are reasonable for the Supplier. Ypsomed may request changes to services at any time. If Ypsomed makes such changes to the order, the following provisions shall apply.
- 3.4. A change to the order shall be agreed in writing prior to execution. Should this lead to additional or reduced costs or if it is necessary to adjust contractual deadlines, this shall be discussed immediately and also recorded in writing. Otherwise, the originally agreed remuneration and the originally agreed deadlines shall apply.
- 3.5. Wherever possible, the additional or reduced costs shall be calculated based on the original cost basis. If no agreement is reached, Ypsomed may have the corresponding deliveries and services performed by the Supplier under its own direction or – without indemnifying the Supplier – perform these itself or subcontract them to a third party.
- 3.6. Ypsomed shall compensate the Supplier for proven expenses that were incurred prior to changing the order and became useless as a result of this change.
- 3.7. Changes which are necessary for the fulfilment of contractually determined or presupposed characteristics shall in any case be borne by the Supplier. Reserved is the case of inaccurate or missing information by Ypsomed with regard to these properties, insofar as the Supplier was not aware of this or should have been aware of this.

4. Inclusion of third parties

- 4.1. The Supplier may only engage third parties (e.g. subcontractors, substitutes) for the performance of its services with the prior written consent of Ypsomed. The Supplier shall be liable for the deliveries and services of a contracted third party same as for its own. Ypsomed's consent to a subcontractor or sub-supplier contracted for the performance of the Contract shall not limit the Supplier's liability for the subcontractor or sub-supplier.
- 4.2. The Supplier shall transfer to contracted third parties the obligations incumbent on the Supplier under the Contract and these Terms and Conditions of Purchase (in particular Sections 5, 6, 8, 15 and 21).

5. Social Responsibility / Supplier Code of Conduct

The Supplier shall comply with all laws and regulations, in particular those relating to the protection of human rights, health, safety, the environment and employees, as well as to the fight against corruption and bribery. The Supplier shall comply with the Supplier Code of Conduct of the Ypsomed Group (see www.ypsomed.com/lieferantenkodex).

6. Quality Assurance / Inspection

- 6.1. The Supplier shall be obliged to perform and maintain effective quality assurance and to prove same to Ypsomed upon request. The Supplier shall apply a quality assurance system in accordance with ISO 9001, ISO 13485 or an equivalent standard.
- 6.2. Ypsomed and its appointed third parties shall have the right to conduct inspections and audits at the Supplier's premises at reasonable times and following prior notification to ensure that the Supplier complies with the applicable laws and regulations as well as with its contractual obligations.

7. Material

- 7.1. Documents, drawings, calculations, photographs, data carriers, computers, films, plans, tools, moulds, substances, software, models, work results, etc. ("Materials") which Ypsomed makes available to the Supplier or which are produced for Ypsomed by the Supplier or third parties, shall remain or become the property of Ypsomed upon their creation. All Materials shall be returned or handed over to Ypsomed upon request, but no later than 10 days after termination of the Contract or the contractual cooperation with the Supplier.
- 7.2. Materials, whether provided by Ypsomed or manufactured by the Supplier for Ypsomed, may only be used exclusively for fulfilment of the Contract. Without prior consent, the Supplier shall be prohibited from copying or otherwise reproducing Materials or handing them over or making them available to third parties for any use whatsoever. The above provision shall also apply to finished and semi-finished Products. Materials shall – as long as they are not being processed – be stored separately at the Supplier's expense, marked as the property of Ypsomed and insured to a reasonable extent against destruction and loss.

8. Confidentiality

- 8.1. Each Contractual Party shall undertake to maintain strict secrecy with regard to know-how disclosed by the other Contractual Party and other confidential information (including personal data) which comes to its knowledge, insofar as this information is not generally or otherwise lawfully known without an obligation to secrecy. The obligation to non-disclosure shall also remain in force for the period after termination of the business relationship. Furthermore, the Supplier shall be obliged not to disclose to third parties in any way that a business relationship exists with Ypsomed without written consent.
- 8.2. Neither Contractual Party shall be entitled to use the know-how of the other Contractual Party of which it has become aware within the framework of this Contract without the other Contractual Party's prior written consent after termination of the business relations. The same shall also apply to use during the term of the Contract which is not related to the performance of the Contract.

9. Notification Obligation

The Supplier shall be obliged to notify Ypsomed in writing without delay of all circumstances which he recognises or which could be recognised with due diligence and which jeopardise the correct and timely execution of the work or services, as well as of any reservations it may have with regard to the specifications received from Ypsomed. If the Supplier violates this obligation, he shall be solely responsible for any adverse consequences.

10. Prices / Invoicing

- 10.1. The prices stated in the order are fixed prices (incl. storage and shipping costs etc.) excluding VAT. Price changes shall only be valid if they have been accepted by Ypsomed in writing. The price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 10.2. Invoicing shall take place after acceptance of the delivery or service by Ypsomed and shall thereafter be paid net 30 days after invoicing, provided that the Products delivered or services rendered up to that point have not been objected to.
- 10.3. An invoice shall be issued by the Supplier in respect of each full or partial delivery or service. The Ypsomed order number must be stated on each invoice.
- 10.4. Invoices issued in Switzerland must comply with the formal requirements of VAT legislation. The origin of the goods and the customs tariff number must be listed for deliveries of products. The invoice must be accompanied by a movement certificate or declaration of origin in the case of deliveries from abroad and a Supplier's declaration in the case of domestic deliveries.

11. Delivery

- 11.1. The agreed delivery or performance dates shall be binding. If the Supplier has to assume that it is not possible to make a delivery or provide a service on time, he shall inform Ypsomed of this immediately in writing, stating the reasons and the expected duration of the delay.
- 11.2. In the event of non-compliance with a delivery or performance date or in the event of delivering a quality which does not comply with the Contract, the Supplier shall be in default without further reminder. For each day of delay, the Supplier shall owe a contractual penalty of 0.3% of the total

remuneration (but not more than a maximum of 10%). The contractual penalty shall also be owed if the delayed delivery or service is accepted without reservation. Payment of the contractual penalty shall not release the Supplier from his contractual obligations, but will be offset against the damages owed.

- 11.3. In the event of non-compliance with a delivery or performance date, Ypsomed may, without further reminder, waive the delivery in whole or in part and withdraw from the Contract or claim damages. The right to claim further damages shall remain reserved in any case.
- 11.4. Deliveries and services shall be made DAP in accordance with the current Incoterms of the International Chamber of Commerce.

12. Benefits and Risks

Benefits and risks shall pass to Ypsomed upon physical handover of the Products at the place of destination (at Ypsomed's premises or at another place designated by Ypsomed outside the Supplier's premises).

13. Minimum Warranty / Warranty Period for Products

- 13.1. The Supplier shall guarantee that the Products do not have any defects which impair their value or suitability, that they have the assured characteristics and that they comply with the agreed specifications, the relevant statutory provisions (e.g. approval requirements) as well as being state-of-the-art in terms of science and technology. The Supplier shall be liable for and indemnify Ypsomed against claims and damages which have their origin in the Supplier's area of responsibility (this also includes services provided by subcontractors and sub-suppliers).
- 13.2. Unless a specific acceptance procedure has been expressly agreed (e.g. for works), Ypsomed shall only inspect the delivered Products for obvious deviations in type and quantity and for obvious transport damage. This inspection shall be performed within 30 days of receipt of the delivery at the latest. The inspection shall not imply approval of the Products with regard to their conformity with the guarantee pursuant to Section 13.1, nor does it imply unconditional acceptance of the Products pursuant to Section 13.3.
- 13.3. The warranty period is 24 months, unless a longer period is provided for by law. This shall commence with the unconditional acceptance of the Products by Ypsomed or, if no specific acceptance procedure has been agreed, with the intended use of the Products by Ypsomed.
- 13.4. Any notice of defect within the warranty period shall be deemed to have been given legally valid. Hidden defects may also be notified legally valid after the expiry of the warranty period, within 14 days of their discovery or knowledge in essential parts by Ypsomed.
- 13.5. If it becomes apparent during the warranty period that the Products or parts thereof are defective or do not fulfil the assurances pursuant to Section 13.1, the Supplier shall be obliged, at Ypsomed's discretion, to remedy the defects on site or to have them remedied or to supply defect-free replacements at the Supplier's expense. If the Supplier is in default despite a reasonable period of grace – insofar as this does not appear futile from the outset – Ypsomed shall be entitled to remedy the defects or have them remedied at the Supplier's expense or to proceed in accordance with Section 11.3. In any case, the Supplier shall be liable to compensate for further damage.
- 13.6. Once a defect has been remedied in accordance with Section 13.5, a new warranty period of 24 months shall commence, unless a longer period is provided for by law.
- 13.7. The Supplier shall be liable within the scope of the applicable law for all product liability damages which occur for Ypsomed or a third party as a result of the defectiveness of the Products delivered by the Supplier, and shall indemnify Ypsomed against all claims and damages resulting therefrom.

14. Legal Guarantee

- 14.1. The Supplier shall warrant and be liable for ensuring that the Products and work results do not infringe on any third-party property rights and shall indemnify Ypsomed against all claims and damages resulting therefrom.
- 14.2. Insofar as delivered work results, products or components thereof claim industrial property rights of third parties, the Supplier shall guarantee that it has entered into or will enter into an agreement under licensing law with the holders of such rights which permits the free use of these work results, products or components in Ypsomed's products, devices and systems.

15. Data Protection / Data Security

- 15.1. The Supplier shall acknowledge and inform the employees concerned that Ypsomed processes and uses their personal data within the framework of executing the Contract in accordance with Ypsomed's Data Protection Declaration (see www.ypsomed.com/datenschutz).
- 15.2. The Contractual Parties shall be obliged to comply with the provisions of the relevant data protection legislation.
- 15.3. If the Supplier processes personal data on behalf of Ypsomed, the Supplier shall undertake to adopt commercially reasonable and, in particular, technically and organisationally appropriate actions to protect the personal data from unauthorised access. The Supplier shall be obliged to process information and personal data exclusively for the purpose of fulfilling the Contract or for the purposes stated in the Contract, only to the extent necessary and only on Ypsomed's instructions. Ypsomed shall be entitled to issue instructions to the contrary to the Supplier at any time. If the instructions issued cannot be implemented or are unreasonable for the Supplier, the Supplier shall draw Ypsomed's attention to this effect. Personal data may only be transferred abroad with the consent of Ypsomed. Furthermore, the specific requirements and guarantees according to the applicable data protection legislation must be fulfilled.

16. Spare Parts / Maintenance

The Supplier shall ensure the maintenance of the Products and/or the machines with which the Products are manufactured and the subsequent delivery of spare parts for five years after the last delivery of the Products at reasonable prices. Delivery of spare parts and maintenance shall be at the Supplier's expense until the Products are handed over at the place of destination (at Ypsomed's premises or at another place designated by Ypsomed) and thereafter at Ypsomed's expense. Any warranty claims by Ypsomed remain reserved.

17. Legal Succession

The Customer may not assign the rights and obligations arising from the Contract and these provisions without the prior written consent of Ypsomed. Ypsomed shall be entitled to assign its rights and obligations to affiliated companies without the Customer's consent.

18. Place of Jurisdiction / Applicable Law

- 18.1. The exclusive place of jurisdiction shall be Burgdorf, Switzerland. Ypsomed reserves the right to also assert its rights at the domicile of the Supplier, at the place of performance or before any other court competent for precautionary, provisional or protective actions.
- 18.2. This Contract shall be governed by Swiss law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws.

Additional provisions for the procurement of services and work

The following additional provisions shall apply in addition to the other provisions in the event and insofar as the Supplier's performance concerns services and/or work.

19. Remuneration

- 19.1. The Supplier shall provide the services at fixed prices or at cost with a binding upper limit on remuneration (cost ceiling).
- 19.2. Remuneration shall cover all services necessary for the proper performance of the Contract, such as in particular the transfer of work results and rights pursuant to Section 22.1 as well as all expenses and public charges.

20. Provision of Services

- 20.1. The Supplier shall assure and be liable that he performs his services meticulously, faithfully and competently and in accordance with the latest state-of-the-art technology, that his services comply with the agreed specifications and requirements of Ypsomed as well as the relevant statutory provisions and that he has obtained and maintains, or makes, all approvals, authorisations and notifications required within the framework of the performance of the Contract.
- 20.2. The Supplier shall only deploy carefully selected and well-trained persons to perform the services. The Supplier shall ensure and be liable for all claims of its employees arising from the employment relationship, for compliance with the relevant labour law provisions (in particular also occupational health and safety provisions) as well as for the required insurance cover and for the correct accounting of social benefits.
- 20.3. The Supplier shall inform Ypsomed regularly about progress in performing the service.

21. Revocation / Termination

Ypsomed may revoke or cancel an order at any time. In this case, only the services rendered up to the time of revocation shall be remunerated. Insofar as the reason for revocation lies within the Supplier's sphere of responsibility, Ypsomed shall not owe any further remuneration and may reclaim any remuneration already paid for services that have become worthless. The right to claim further damages shall remain reserved in any case.

22. Rights to Work Results

- 22.1. All work results, interim results, documents, ideas (collectively "Work Results") developed by the Supplier and any third parties called upon to fulfil of the Contract as well as all copyrights, patent, trademark, design or sample and model rights and know-how resulting therefrom (collectively "Proprietary Rights") shall constitute the property of Ypsomed and shall be assigned to Ypsomed or to a company designated by same herewith or immediately upon their creation. Should the assignment of proprietary rights not be legally possible, the Supplier hereby grants Ypsomed an irrevocable, royalty-free, transferable and exclusive licence to these proprietary rights. The Supplier shall waive exercising non-transferable personal rights. Upon request, the Supplier shall support Ypsomed in establishing, maintaining and enforcing proprietary rights.
- 22.2. Ypsomed shall be entitled to use all work results and industrial proprietary rights freely and without restriction and to disclose these to third parties. Ypsomed shall not be obliged to commercialise work results or to pursue them in any way or to continue projects.
- 22.3. The Supplier shall disclose all existing industrial proprietary rights and all industrial proprietary rights to which the Supplier is entitled, irrespective of the performance of the Contract (collectively "Background Industrial Proprietary Rights"), which may be relevant for using the work results. The Supplier shall grant Ypsomed an irrevocable, royalty-free, transferable and non-exclusive licence to the Background Proprietary Rights, i.e. the non-exclusive right to use the Background Proprietary Rights without restriction and on a permanent basis.

Additional provisions for the purchase of tools without an order contract

The following additional provisions shall apply in addition to the other provisions in the event and insofar as tools or parts thereof are purchased from the Supplier by Ypsomed without an order contract.

23. General

The delivery of Products within the meaning of these Purchasing Terms and Conditions shall be deemed to include both the physical handover of the tools at the place of destination (at Ypsomed's premises or at another location outside the Supplier's premises designated by Ypsomed) and the leaving of the Products at the Supplier's premises for the purpose of manufacturing parts for Ypsomed. In the latter case, the Supplier shall be obliged to maintain the Products, store them professionally and insure them. Upon delivery at the latest, Ypsomed shall receive sole ownership of the Products.

24. Bank Guarantee

The Supplier shall be obliged to secure Ypsomed's claim to reimbursement of the advance payments to be made prior to delivery in the event of non-delivery or deliveries not in accordance with the Contract by means of a bank guarantee with a validity of up to four weeks following delivery. For this purpose, the Supplier shall irrevocably commit a first-class Swiss bank to immediately pay Ypsomed, irrespective of the validity and legal effect of the Contract and waiving any objections and defences arising from the same, any amount up to a maximum of the amount which Ypsomed has paid as a deposit prior to delivery, to the bank account designated by Ypsomed, against the first written request for payment from Ypsomed to this bank, according to which the Supplier has not delivered the ordered Products or has not delivered them in conformity with the Contract. Advance payments shall only be owed in each case when the Supplier has handed over the corresponding bank guarantee to Ypsomed.

25. Delivery

The place of delivery and performance shall be specified by Ypsomed in the order. Ownership of the Products and the design documents shall pass in full to Ypsomed upon their delivery without any further formalities.

26. Acceptance

The Products shall be deemed to have been accepted if their conformity with the Contract has been expressly accepted by Ypsomed in writing.

27. Regulatory Requirements

- 27.1. The Supplier shall submit to Ypsomed and, upon Ypsomed's instructions, to the regulatory authorities (Notified Bodies, FDA, EMEA etc.) or their customers all information, data, materials and documents relating to this Contract. Any costs incurred by the Supplier as a result shall be borne by the Supplier.
- 27.2. The Supplier shall retain a copy of all information, data, materials and documents relating to this Contract for at least fifteen (15) years after termination of the Contract. Even after this period has expired, files may only be destroyed with Ypsomed's written consent.
- 27.3. The Supplier shall submit to all inspections and audits by Ypsomed and, at Ypsomed's request, also to inspections and audits by regulatory authorities or by Ypsomed customers in connection with the services under this Contract. The Supplier shall inform Ypsomed immediately as soon as any inspection and/or audit by a regulatory authority or a customer of Ypsomed should be announced.
- 27.4. The Supplier shall notify Ypsomed of all suggestions made or non-conformities reported on the occasion of an inspection or audit by a regulatory authority or an Ypsomed customer. The Supplier shall bear the costs for the actions relating to these notifications.