

General Terms and Conditions of Purchase

1. Scope

- 1.1 These general terms and conditions of purchase of goods or services (hereafter: the GTCs) form an integrant part of every contract or order (hereafter: the order) for the purchase of goods and/or services.
- 1.2 Any confirmation or execution of contract implies full acceptance of the present general conditions. The other party explicitly waives the applicability of any of its own general conditions that are contrary to or differ from the present GTCs, even if MOB does not expressly contest the same. This provision constitutes a special written agreement.
- 1.3 Only the version of GTCs published at the date of the order at the following address is valid: <http://www.mob.ch>.
- 1.4 Any deviation from the present GTCs must be agreed upon in writing and signed by MOB.

2. Offer

- 2.1 Any offer and/or demonstration of the supplier is free of charge, even if it has been prepared at the request of MOB.
- 2.2 Unless otherwise agreed, the offer remains valid for at least 3 months.
- 2.3 If the supplier's offer should deviate from the call of tenders, the supplier shall make express reference to said deviation.
- 2.4 MOB may withdraw from negotiations at any time, without being required to pay compensation of any kind, as long as the order has not been placed.

3. Order

- 3.1 MOB will never enter into any tacit agreements. An order shall only be valid if duly signed by MOB. Verbal orders and agreements shall only be valid if confirmed in writing by MOB.
- 3.2 The orders placed by MOB include the text of the order as such, the present GTCs and any attachments (in particular the general and detailed specifications, drawings and plans, offers).

4. Order confirmation

- 4.1 Unless otherwise agreed, all orders are deemed accepted by the supplier if the supplier fails to refuse the order in writing within 5 workdays upon receipt of the order.

5. Price

- 5.1 The prices agreed upon are expressed in Swiss Francs (CHF) and exclusive of VAT.
- 5.2 With the exception of VAT, prices include all fees, taxes and other charges incurred by the supplier during the execution of the order.
- 5.3 The prices expressed in purchase orders of goods include packing, transport and other incidental costs under DDP conditions (condition Incoterms 2010).

6. Supplier's contractual obligations

- 6.1 The supplier declares to be duly informed of the conditions regarding the execution of the contract and guarantees that the price agreed upon will allow the supplier to fulfill its obligations with professional quality. The supplier undertakes to provide goods and/or services according to contract. The quality of the goods and/or services provided by the suppliers may undergo continuous evaluation.
- 6.2 The supplier undertakes to convey to MOB all documentation provided for contractually and in general all useful documentation regarding the use of material. Failing that, MOB reserves the right to suspend its own contractual obligations. Receipt of the documentation by MOB shall not discharge the supplier from its contractual liability.
- 6.3 The supplier undertakes to respect all legal provisions and regulations applicable to the contractual object.
- 6.4 For all goods and/or services provided in Switzerland, the supplier undertakes to respect all provisions regarding the safety of workers and working conditions in effect at the place where the goods and/or services are to be provided. In particular, the supplier guarantees equal treatment for women and men in matters of equal pay and to respect all working conditions provided for by collective and standard employment agreements, or in the absence of such agreements, the usual working conditions in the Canton of Vaud in the concerned profession.
- 6.5 Failure to comply with any of these conditions by the supplier constitutes grounds to immediately terminate the contract.

- 6.6 The supplier undertakes to perform its obligations according to the rules of the art and with due diligence. If obligations must be provided on one of MOB's sites, the supplier undertakes to respect the facility safety rules and in particular the rules regarding personal safety equipment (PPE).
- 6.7 The supplier shall keep MOB informed regularly about the execution of its obligations and shall inform MOB immediately and in writing of any circumstances that might impede fulfillment of the contract. MOB is entitled to demand an inspection or information about any event related to the contract or its execution at any time.
- 6.8 The supplier shall deploy only carefully selected employees whose level of training is consistent with the nature of the contract. At MOB's request, the supplier shall, within an appropriate period of time, replace employees who do not have the necessary specialist expertise or who otherwise impede the execution of the contract.
- 6.9 The supplier shall be held liable for any loss or damage of material, parts, devices and documentation of MOB that has been made available to the supplier for the purpose of the execution of the order. The supplier shall undertake at its own expense all necessary measures in order to protect the property of MOB.
- 6.10 MOB reserves the right to request information from the supplier at any time regarding the origin of goods and the various manufacturing percentages.

7. Delivery

- 7.1 The date and the delivery address indicated on the order must imperatively be observed.
- 7.2 Every delivery shall be accompanied by the supplier's delivery note bearing reference of MOB's order and indicating in particular the details of the delivery, the number of parcels and their weight. The delivery note, if signed by MOB, constitutes acknowledgement of receipt of the goods and/or services delivered. Receipt of the goods and/or services does not constitute acceptance thereof by MOB. The procedure of acceptance of goods and/or services is provided for in article 10 of the present GTCs hereafter. In case of partial delivery, position numbers corresponding to the order shall be indicated.
- 7.3 The supplier shall be held liable for all damage resulting from inherent defect of the goods and/or services or defective packaging thereof.
- 7.4 Any goods and/or services rejected by MOB shall be considered as not having been delivered and shall be returned to the supplier at its own expense and under its own liability. Furthermore, at MOB's request, the

contracting party, at its own expense, must replace the rejected goods and/or services. Article 8 of the present GTCs remains applicable.

- 7.5 Partial and early deliveries shall require MOB's prior approval. If the supplier fails to observe the delivery lead-time he is automatically in default.
- 7.6 MOB may grant, in writing to the supplier, an additional delivery lead-time while drawing its attention to the legal consequences of failure to deliver (article 107 of the Code of Obligations CO, RS 220).
- 7.7 In case of partial delivery accepted in writing by MOB, the supplier is not entitled to charge additional fees for second delivery.

8. Penalties for delay of delivery

- 8.1 If the supplier fails to comply with the delivery deadlines specified in the offer or in case of incomplete delivery, the supplier incurs late delivery penalties, without any prior official notification, without prejudice to any other rights of MOB.
- 8.2 Unless stipulated otherwise, the penalties shall be calculated at the rate of 0.5% of the total price of the order per day of delay, limited to 10% of said price. The penalties are due even if the goods and/or services have been accepted without reserve. Payment of the penalties shall not discharge the supplier of its other obligations.
- 8.3 Even if penalties for delay apply, MOB reserves the right to waive said penalties, refuse any delayed delivery and withdraw from the order, without prejudice to its right to claim compensation for any loss or damage.
- 8.4 The amount of penalties for delay (if any) shall be compensated with and deducted from the supplier's invoice.
- 8.5 The supplier undertakes to convey to MOB all technical documentation and information useful regarding the execution of the order. Failure to convey the documentation stipulated in the order in the proper form and by the due dates may cause the supplier to incur penalties for delay asunder paragraph 8.2.

9. Transfer of ownership risks

- 9.1 The supplier shall bear all risks of loss and damage to which the goods and/or services may be subject until delivery in accordance with article 7 of the present GTCs.

- 9.2 The right of ownership shall be transferred from the supplier to MOB upon delivery of the goods and/or services in accordance with article 7 of the present GTCs.

10. Acceptance

- 10.1 The delivery shall be deemed accepted by MOB if it fails to send notice of default within 30 days of receipt. Hidden defects remain reserved.
- 10.2 MOB reserves the right to charge the supplier quality control expenses before acceptance if the inspection takes longer than usual or if a second inspection is necessary.

11. Invoicing, payment and financial provisions

- 11.1 Invoices shall be issued as prescribed by law. MOB reserves the right to refuse non-compliant invoices. Businesses must indicate their Business Identification number (IDE). Freelancers must provide a certificate of compliance at first demand, which must be valid for one year.
- 11.2 Invoices must imperatively indicate the order number and be sent to the address indicated on the corresponding MOB order, failing which they shall be returned.
- 11.3 The payment term shall start upon receipt of the invoice. Unless stipulated otherwise, payment shall be made within 60 days net, but at the earliest upon acceptance of the delivery.
- 11.4 If the order provides for advance payments, MOB reserves the right to request a bank guarantee or insurance certificate from a Swiss bank or an equivalent Swiss institution of primary standing acknowledged by MOB to be presented at first request. The corresponding bank fees shall be borne by the supplier.
- 11.5 Electronic invoices must be addressed to factures@mob.ch in PDF-A format with electronic signature. Electronic invoices failing to comply with these terms will be considered as non-compliant.

12. Warranty

- 12.1 The supplier guarantees that the goods delivered have the required qualities and do not present any material or legal defect diminishing their value or ability to fulfill their function. The supplier also guarantees the services delivered.
- 12.2 Unless stipulated otherwise in writing, the term of warranty shall be 24 months from the date of receipt of the delivery.

- 12.3 If the delivered goods are found to be defective, MOB may choose either to reduce the price according to the nature and the importance of the defect, or to demand the delivery of goods free from defects (replacement deliveries), or to cancel the contract and claim compensation for any losses or damages. If the supplier is in default, MOB may, after formal notice, execute or cause performance to be executed at the supplier's expense.
- 12.4 Supplies to be replaced during the warranty period are, at the proposal of the supplier, at the option of the MOB, either replaced free of charge by the supplier, reimbursed at the replacement price or repaired or modified at the Supplier's own expense. For replaced supplies, the warranty begins again in full as from the date of replacement. For repaired or modified supplies, the warranty period is extended by a period equal to that of the unavailability of the equipment.
- 12.5 If the supply is unavailable during the warranty period for causes attributable to the supplier, particularly in case of abnormal wear, breakage or malfunction of one or more of its components, the warranty period for the entire supply shall be increased by all of the periods of unavailability combined.
- 12.6 The supplier shall bear all costs arising from its warranty obligations, including transport charges. Costs resulting from deterioration due to either negligence, lack of supervision or maintenance, or error in handling attributable to MOB are excluded.
- 12.7 If the defect found during the warranty period is due to a recurring technical fault, the supplier must replace or modify at, its own expense, all of its supplies likely to be affected by the defect, all identical parts subject to the order even if they do not give rise to any incident. Is considered as a recurring technical fault, the defect found in three parts of the supply delivered.

13. Confirmation

- 13.1 By accepting the order, the supplier confirms that all conditions provided for by the public procurement legislation of the Canton of Vaud (i.e. règlement d'application de la loi du 24 juin 1996 sur les marchés publics [RLMP-VD, RSV 726.01.1]) are met.
- 13.2 In case of non-compliance with article 13.1 of the present GTCs, the supplier is liable to the payment of a conventional penalty equal to 10% of the total amount of the contract. Notwithstanding the foregoing, MOB reserves the right to withdraw from the contract without being required to pay compensation of any kind.

14. Confidentiality

- 14.1 The supplier undertakes personally and on behalf of persons for whom it is liable to refrain from disclosing any information related to the order that has come to its knowledge in any way to third parties or from using such information for purposes other than related to the order without prior written consent from MOB.
- 14.2 The supplier shall neither use the name or the logo of MOB nor mention that it is a supplier of MOB without prior written consent from MOB.
- 14.3 The confidentiality obligation of the supplier shall remain in full force throughout the entire duration of the execution of the order and shall survive, without limitation, its termination without restriction.
- 14.4 Failure to comply with these obligations entitles MOB to immediately cancel outright and without prior formal notice all current outstanding orders. MOB reserves the right to claim compensation for any loss or damage.

15. Intellectual property

- 15.1 The supplier guarantees MOB that its goods and/or services do not breach any intellectual property rights, namely in patent matters, and do not constitute a trademark infringement. The supplier shall guarantee MOB against any liability or costs related to any claim or complaint regarding the infringement of intellectual property rights.
- 15.2 If intellectual property rights of third parties restrict notably MOB's right to make use of the goods and/or services provided, the supplier shall expressly indicate said restriction.
- 15.3 Unless otherwise stipulated, all intellectual property rights resulting from the execution of the order shall be the exclusive property of MOB. The supplier guarantees by way of contract that neither the supplier itself nor its employees nor any third parties are entitled to any rights relating to the results of the work product.
- 15.4 The plans, drawings or other documents and the models and tools MOB made available to the supplier for the execution of the order shall remain the exclusive property of and must be returned to MOB.

16. Liability and insurance

- 16.1 If the poor performance of the contract resulted in any loss or damage, the supplier shall be held liable for the repair, unless it can prove that it committed no fault.

- 16.2 Liability for damage to people is unlimited. In the case of property damage, liability is limited to the amount of the contract.
- 16.3 The supplier certifies that it holds insurance policies which sufficiently cover its services and all the risks inherent to its activity and its employees and sub-contractors. The supplier undertakes to supply a new certification at the beginning of each calendar year.

17. Assignment and sub-contracting

- 17.1 The obligations incumbent on the supplier as a result of the contract may not be assigned or committed without the prior written consent of MOB.
- 17.2 The supplier agrees to announce to the MOB each subcontractor involved in the performance of its obligations. Failure to comply with this provision will result in immediate suspension of the performance of the contract.
- 17.3 In all cases, the supplier shall be held liable for the sub-contracted performance as if it was its own.
- 17.4 The supplier is also responsible for ensuring that each subcontractor complies with these terms and conditions.

18. Premature termination of the contract

- 18.1 MOB is entitled to terminate the order in writing, without being required to pay compensation of any kind, at any time and with immediate effect, if:
- a) the supplier breaches any obligations arising from the order and does not remedy the same within 30 calendar days following formal written notice;
 - b) the supplier enters into bankruptcy or liquidation proceedings or files an application for composition, bankruptcy or liquidation.
- 18.2 In case of service delivery, MOB may terminate the order subject to a 30-day notice period. In this case, the remuneration due to the supplier will be calculated according to the services provided.
- 18.3 In the event that the supplier is subject to insolvency, debt enforcement, bankruptcy, sequestration, seizure or liquidation, or if the supplier does not pay its subcontractors or the penalties which it owes to the MOB according to articles 8 and 13.2 all claims may immediately be set-off.
- 18.4 Premature termination of the order shall be carried out without prejudice to any existing rights and/or claims that a party may assert against the

other and shall not free the other party from its obligations which are due before the premature termination has taken effect.

- 18.5 The supplier whose order has been terminated for any reason shall be obliged to immediately render to MOB its property, including all copies of any document transmitted by MOB. Likewise, MOB shall render all items owned by the supplier.

19. Final provisions

- 19.1 Without prior written consent of MOB, all documentation relating to the order, namely any confirmation of the order, delivery note, correspondence, packaging and invoice shall indicate the order number and the VAT number and shall be written in French. Failing that, the document in question shall be returned to the supplier for compliance.
- 19.2 In the event of contradiction between the contractual documents, the terms of the order, followed by the specifications and then the General Terms and Conditions shall, in this order, prevail over the offer made by the supplier.
- 19.3 The supplier undertakes to give notice, by registered letter and upon occurrence, of any event of “force majeure” by which it intends to justify any delay or non-execution. This notice shall have no influence on MOB’s right to accept or dispute the allegations of the supplier.
- 19.4 The order and its attachments shall constitute the entire agreement between the parties in relation to all matters contained therein and supersedes any previous written or oral agreements and arrangements.
- 19.5 Any modification to the order must be made in writing and signed by MOB to be valid unless otherwise provided by the order.
- 19.6 If any individual terms of the contractual documentation are deemed to be null and void, this shall not affect the validity of the remainder of the provisions in, so far as this is compatible with a proper execution of the order. If necessary, the null and void provision shall be replaced, upon agreement between the parties, by a lawful provision consistent with the purpose of the order.

20. Place of jurisdiction and Governing law

In respect of any dispute arising out of the contract or the present GTCs the place of jurisdiction shall be Montreux. The laws of Switzerland shall govern the contracts and the present GTCs. If any individual terms of the present GTCs are deemed to be null and void, this shall not affect

the validity of the remainder of the GTCs. The provisions of the Swiss Code of Obligations apply on a supplementary basis.

As a reminder, only the French version shall be binding.