

General Terms and Conditions of Sale (GTC)

Effective as from 07/01/2021

These General Terms and Conditions of Sale (hereinafter “GTC”) apply to deliveries by any Monosuisse Group plant¹ (hereinafter “Monosuisse”) and are in effect by and between Monosuisse and its customer (hereinafter the “Purchaser”). Passages with location-dependent Terms and Conditions of Sale are explicitly designated with the location concerned.

¹ Plants/locations of Monosuisse Group being:

- Monosuisse AG, Switzerland
- Monosuisse GmbH, Germany
- Monosuisse sp. z o.o., Poland
- Monosuisse RO S.R.L., Romania
- Monosuisse S.A. de C.V., Mexico

1 General provisions

- 1.1 These GTC are binding for all purchase and delivery contracts and for negotiations of such contracts by and between Monosuisse and the Purchaser. With the conclusion of a contract, Purchaser confirms having read and accepted these GTC. These GTC become, as from such date, an integral part of the contracts by and between Monosuisse and Purchaser.
- 1.2 Other terms and conditions of the Purchaser, particularly the Purchaser's general terms and conditions of purchase, are only valid if expressly agreed to and accepted in writing by Monosuisse.
- 1.3 For their validity, any contract and declaration having legal relevance by and between Purchaser and Monosuisse must be in writing.
- 1.4 If one or more provisions of these GTC should be invalid or contradict mandatory law, such fact shall not affect the validity of remaining provisions. In such case, the parties agree to replace invalid provisions with valid ones, which, according to their content, achieve same economic effects.
- 1.5 In the event of any necessary interpretation or any other controversy, the English version of these provisions prevails.

2 Contract conclusion

- 2.1 Monosuisse offers are valid for up to 2 months, except otherwise agreed in writing.
- 2.2 A contract is concluded with the written order confirmation (letter, fax or e-mail) from Monosuisse that it accepts the order. The order confirmation specifies all services to be provided by Monosuisse (product, quantity, price, delivery date, shipment, etc.). Such data in order confirmation prevail over any different information contained in offers or orders. Any deviation between order and confirmation thereof is to be notified to Monosuisse in writing within 2 business days as from reception of order confirmation. Otherwise, order confirmation of Monosuisse is deemed as approved.

3 Technical documents, tools and samples

- 3.1 Product specifications are deemed as official technical documents. They are binding unless otherwise agreed in writing.
- 3.2 Each party of the contract reserves for itself all rights on technical documents, tools, samples, plans and software delivered/transferred or made available to the counterparty. The receiving contracting party acknowledges such rights and makes not, without the other party's prior written authorization, such

property available to third parties or uses it for other than the intended purpose, either in their entirety or partially.

3.3 Purchaser acquires no right over this property, particularly, right to publication, reproduction, processing and exploitation, not even through payment of costs for technical documents, tools, samples, plans or software.

3.4 For the execution of orders according to Purchaser's samples and drawings, Purchaser guarantees Monosuisse not being in violation of any third party property rights.

4. Regulations in the country of destination

Purchaser must promptly inform Monosuisse about any legal, official and other provisions of the respective place of performance which have to be considered for the fulfillment of the contract, in particular trade restrictions, environmental regulations, and tax and customs obligations. If the Purchaser fails to comply with this duty to inform, it must indemnify and hold Monosuisse harmless in this respect.

5. Delivery period

5.1 The delivery period commences as from acceptance of order by Monosuisse (order confirmation) and must be understood as a guideline.

5.2 The delivery period shall be reasonably extended:

- if information required for order execution is not received by Monosuisse on time or if Purchaser subsequently modifies it;
- if payment terms are not complied with or letters of credit are issued too late or if needed import licenses are not received by Monosuisse on due time;
- if hindrances occur that Monosuisse is unable to avoid despite acting with due diligence, independently of whether they arise at Monosuisse, the Purchaser or a third-party. Such hindrances are force majeure events, for example epidemics, pandemics, mobilization, wars, riots, major operational disruption, accidents, labor conflicts, delayed or deficient delivery of required raw material, shortage of raw material / semi-finished or finished product material, deterioration of important pieces, official measures or omissions, natural disasters, etc.

6. Delivery, shipment, insurance and risk transfer

Monosuisse delivers its products ex works (EXW) in accordance with current valid Incoterms, except otherwise agreed in writing by the parties. Therefore, the risk is transferred to Purchaser at plant/location.

7. Yarn carriers

Except otherwise agreed in writing, lendable yarn carriers must be returned within 12 months in good and reusable condition; otherwise, those yarn carriers will be invoiced. Single-use yarn carriers do not need to be returned. Purchaser must dispose of them at its own cost.

8. Excess / short deliveries

Monosuisse reserves itself the right to deliver up to 20% more or up to 10% less than the contracted quantity. The quantity effectively delivered will be invoiced.

9. Delivery of yarn carriers with reduced yarn weight

Due to manufacturing processes, Monosuisse also delivers yarn carriers with reduced yarn weight.

10. Inspection upon delivery, warranty and liability

- 10.1 Monosuisse inspects products to the usual extent of its process control (quality management system according to ISO 9001). If Purchaser requires additional testing, this must be agreed in writing and paid for by Purchaser.
- 10.2 Monosuisse and Purchaser acknowledge the provisions of *BISFA (International Bureau of Standardization of man-made fibers)*. Usual variations – commercially accepted or technically unavoidable – from the agreed product specifications referring to quality, color and fastness properties do not confer Purchaser a right to execute warranty claims. Yarn with different lot numbers must be processed separately by Purchaser. Taking into account the effects of climate, Monosuisse recommends the processing of deliveries in chronological order according to the date of production. Spun-dyed yarns show the usually expected color fastness properties that are customary for dyeings on the corresponding types of fiber. In case of especially delicate items, Monosuisse assumes no liability for color evenness.
- 10.3 Products offered by Monosuisse have not been specifically developed, tested or approved for use in the medical field such as for In Vivo products, medical implants or as part of medical implants, for medical diagnostics, and medical filters or medical filter support. This listing is not exhaustive and is hereinafter referred to as the "medical field". Monosuisse does not make any representation regarding the marketability or suitability of the products for their use in the medical field. The use of the products for use in the medical field is solely under the responsibility and control of the Purchaser and at its own risk. The Purchaser obligates itself to comply with all legal requirements and regulations relating to the use of the products directly or indirectly in the medical field. Furthermore the Purchaser undertakes sole and complete responsibility for all testing, development, acquiring the necessary approvals, providing instructions and warnings, and any other necessary measures to ensure the safety and suitability for use in the medical field for which the products are used. Any liability of Monosuisse arising out of or in connection with the use of the products in the medical field is explicitly excluded. The sale of products by Monosuisse for use in the medical field shall only take place upon presentation of a specific declaration by the Purchaser (Liability release statement), by means of which the Purchaser confirms its responsibility. Purchasers using the products in the medical field are obliged to inform Monosuisse in writing prior to the conclusion of any contract.
- 10.4 Monosuisse guarantees the fulfillment of the contract in accordance thereof. Product warranty is exclusively limited to product characteristics defined by Monosuisse in product specifications and is 12 months as from the date of delivery.
- 10.5 Except otherwise agreed in writing by the parties, Monosuisse does not make any representation regarding the marketability or suitability of the products for the intended use of the products by the Purchaser. Any liability of Monosuisse arising out of or in connection with the use of the products by Purchaser is therefore expressly excluded, unless Monosuisse has expressly given a corresponding written confirmation in favor of Purchaser. Such confirmations are valid at the latest until the expiry of the warranty period.
- 10.6 Purchaser is to inspect the delivery immediately following reception. Claims related to quantity and visible defects are to be notified in writing within seven business days, including a detailed description and a sample of defective product. Non-visible defects are to be reported to Monosuisse in writing within seven business days as from discovery, including a detailed description and a sample of defective product.
- Purchaser's failure to notify Monosuisse any defects in due form and in due time results in forfeiture of all warranty rights as to such defects.
- 10.7 Purchaser's payment obligation prevails independently of any notice of defect.
- 10.8 In the event of defective products, Purchaser may during the warranty period only demand the repair of defect by Monosuisse or, as applicable, a replacement delivery.

- 10.9 If a defect in the sense of Article 10.8 is not remedied within a reasonable period of time by elimination or by delivery of a substituting product, Purchaser may demand a reasonable reduction of purchase price or contract annulment.
- 10.10 Purchaser's rights regarding warranty and liability are conclusively regulated in these GTC. Subject to mandatory legal provisions, Purchaser does in no event have any contractual or non-contractual rights for compensation for damages, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damages. Monosuisse is only liable for Purchaser's damages caused by Monosuisse intentionally or as a result of its gross negligence. Monosuisse is not liable for damages caused by auxiliary people.
- 10.11 The warranty expires prematurely if Purchaser or third parties perform inadequate actions or storage, modifications or repairs or if Purchaser, in the event of a defect, does not immediately take all appropriate measures to mitigate damage and gives Monosuisse the opportunity to remedy the defect.
- 10.12 Also excluded from warranty and liability are all damages that cannot be proven to have arisen for reasons within the area of responsibility of Monosuisse. These are, for example, damages resulting from natural wear and tear, inadequate maintenance, disregard of the operating instructions, excessive or inappropriate use, inappropriate equipping, chemical or physical influences or the influence of third parties, etc.

11 Retention of title

- 11.1 Monosuisse retains title to the goods until it has received full payment according to the contract as well as any interest or compensation owed, if any.
- 11.2 Monosuisse is entitled, with the Purchaser's cooperation, to apply for the retention of title to be entered in the corresponding register.
- 11.3 The Purchaser has to store the delivered goods at its own expense during the period of the retention of title. It is liable to Monosuisse for theft, fire, water and other risks. Furthermore Purchaser must take all measures necessary to ensure that the title of Monosuisse is neither impaired nor cancelled.

12 Prices

- 12.1 The prices set refer only to the goods and services specified in the contract. Purchaser undertakes to pay all taxes, bank charges and fees of any kind in relation with the products delivered or their shipment, including such taxes, customs duties and fees that have accrued after the conclusion of the contract.
- 12.2 Any additional expenses/work caused by Purchaser as a result of subsequent amendment to the order will be invoiced additionally according to the expenses/work accrued.
- 12.3 Tooling, samples, drawings and other preliminary works will be separately invoiced, even if the offer does not result in an order.
- 12.4 Inspections exceeding the usual scope as well as special packaging must be agreed in writing and paid for by the Purchaser. Confirmations of any kind (certificates of origin, verifications, etc.) are at the expense of the Purchaser.
- 12.5 Monosuisse reserves itself the right to charge a minimum quantity surcharge.
- 12.6 Value-added tax (VAT) is not included in the price.

13 Terms of payment

- 13.1 Unless otherwise agreed in writing, the term of payment is 30 days net as from the date of invoice. All invoices are to be paid in the currency indicated on them. If an invoice remains unpaid fully or partially

by its due date, Purchaser automatically owes Monosuisse, without prior reminder, a default interest of 5% per year on the outstanding invoice amount.

- 13.2 If Purchaser fails to comply with the above defined payment provision or in the event of circumstances arise resulting in doubting Purchaser's solvency, Monosuisse may (i) demand advance payment for future deliveries, (ii) interrupt contract performance while payment is pending and/or Purchaser does not provide sufficient securities, or (iii) withdraw from the contract with immediate effect without the Purchaser having the right to assert claims of any kind against Monosuisse.
- 13.3 Foreign bank charges are to be assumed by Purchaser.
- 13.4 Offsetting by the Purchaser is expressly excluded.

14 Non-fulfillment of the contract by the Purchaser

14.1 If the Purchaser fails to fulfill any of its obligations, Monosuisse is entitled, after prior written notice, to suspend work on other orders of the same Purchaser or to withdraw from the contract. Monosuisse is entitled to claim the following compensation:

- a) All expenses for processing and for any eventual return shipment as well as for lawyer's fees and court costs;
- b) Default interest at a rate of 5 % per year on the contract sum for the period from the due date until reversal;
- c) Compensation for the reduction in value of returned products;

Further claims of Monosuisse to compensate for the positive contractual interest and any consequential damages, such as e.g. loss of production, loss of use, loss of orders, loss of profit and other direct or indirect damages are expressly reserved.

15 Treatment of Purchaser's personal data

Personal data of Purchaser is treated in accordance with the Swiss Federal Law on Protection of Data ("DSG"), the General Data Protection Regulations of the EU (GDPR), and other relevant regulations and only to the extent needed for contract fulfillment.

Further information about our Privacy Policy is available at www.monosuisse.com.

16 Place of performance, place of jurisdiction and applicable law

- 16.1 The place of performance is the domicile of the Monosuisse company that delivers the products.
- 16.2 **The exclusive place of jurisdiction for all litigations is the place of performance.** However, Monosuisse is free to exercise its rights before any competent court or office in Switzerland or abroad.
- 16.3 The legal relationship between Monosuisse and the Purchaser is exclusively governed by **the substantive law of the place of performance**. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) as well as the Hague Convention and the Conflict of Laws are expressly and fully excluded.