

Date 25. Juni 2024

Reference GENERAL TERMS AND CONDITIONS OF matriq AG FOR PURCHASE AND SERVICE CONTRACTS

1. Scope of application

- 1.1. All agreements concluded between matriq AG and the seller or supplier (hereinafter: "**Supplier**") (hereinafter: "**Agreement**") regarding products and services (hereinafter: "**Delivery Item**") of the Supplier shall be governed exclusively by these General Terms and Conditions of Purchase (hereinafter: "**GPC**") of matriq AG. Any deviating terms and conditions of the Supplier (e.g. offer, order confirmation or General Terms and Conditions of Business/Sales of the Supplier) are hereby expressly rejected. Deviations from these GPC shall only apply if they have been expressly recognized by matriq AG in writing.
- 1.2. In the event of contradictions between different contractual documents, the following contractual hierarchy shall apply:
 - i. Mutually signed contract (hereinafter "**Individual Contract**") between matriq AG and the service provider
 - ii. Order confirmation from matriq AG
 - iii. Order placed by matriq AG
 - iv. GPC by matriq AG
- 1.3. All forms of transmission that enable proof by text, such as e-mail, are equivalent to the written form.

2. Offers

- 2.1. Offers, consulting and sample deliveries are free of charge for matriq AG. Offers made by the Supplier shall be binding on the Supplier for at least three months from receipt by matriq AG.
- 2.2. If matriq AG's inquiry contains ambiguities, gaps or technical specifications which impair or render impossible the suitability of the delivery item for the intended use, or if it contains deviations or gaps with regard to the state of the art in science and technology, statutory provisions or with regard to the technical expediency of the requested specifications, the supplier must explicitly point this out in the offer, as well as any other deviations from the request for an offer.

3. Order / Order Placement

- 3.1. An agreement between matriq AG and the Supplier is generally concluded when (i) matriq AG confirms an offer from the Supplier ("**Order Confirmation**") or (ii) when an order from matriq AG is expressly or impliedly accepted by the Supplier ("**Order**").

- 3.2. Only Orders placed in writing by matriq AG shall be binding on matriq AG. Verbal agreements require subsequent written confirmation by matriq AG; in the absence of such confirmation, no valid Agreement has been concluded. Sketches, drawings, specifications, etc. to which reference is made in the order placement form an integral part of the agreement.
- 3.3. Orders must be confirmed in writing by the Supplier within five working days of receipt. If the Supplier fails to confirm the order within this period, matriq AG may revoke its Order without further legal consequences.
4. Changes to Orders
 - 4.1. The Supplier must expressly point out any deviations from matriq AG's Order in the Order Confirmation. Such deviations shall only become part of the Agreement upon written confirmation by matriq AG.
 - 4.2. Within reasonable limits, matriq AG is entitled to request changes, e.g. to the design and execution of the Delivery Item, even after receipt of the Order Confirmation. If this results in additional or reduced costs or other changes, such as postponements, the Supplier must notify matriq AG in writing within five working days. The parties shall then agree on a corresponding adjustment to the Agreement.
5. Subcontracting
 - 5.1. If the Supplier intends to involve third parties in whole or in significant parts for Delivery Items ordered by matriq AG, the prior written consent of matriq AG must be obtained, stating the name of the subcontractor.
 - 5.2. The Supplier shall require its subcontractors to comply with all obligations arising from this Agreement, including confidentiality obligations. Notwithstanding any consent given by matriq AG, the Supplier shall be liable to matriq AG for the acts and omissions of its subcontractors in the same way as for its own acts or omissions. A subcontract does not release the Supplier from its obligation to provide goods and services or from any liability under this Agreement.
6. Remuneration and Terms of Payment
 - 6.1. Unless otherwise agreed in writing, the prices stated in an offer are fixed prices and are net prices including all costs for packaging, packing, shipping, freight, insurance and delivery of the delivery items, all travel costs, catering costs, accommodation costs and other costs in connection with the services and all duties, licenses, permits and taxes, and, unless otherwise agreed, DDP destination (in accordance with Incoterms 2022).
 - 6.2. After complete and defect-free delivery, matriq AG shall pay within 30 days with a 3% discount or within 60 days without deduction, unless otherwise agreed in writing. The payment periods run from receipt of the invoice by matriq AG, but not before receipt of the Delivery Items by matriq AG in accordance with the Agreement. In the event of a delivery not in accordance with the Agreement, matriq AG may withhold payments.

- 6.3. If the Supplier is in default with the fulfillment of its contractual obligations, e.g. its delivery or warranty obligations or with the submission of the accompanying documents required for customs purposes, in particular the properly issued proof of origin, matriq AG shall be entitled to withhold an appropriate proportion of the remuneration, but at least 10%, until the obligations in question have been fulfilled.
7. Documents and material provided
 - 7.1. Samples, drawings, models, tools, technical specifications or similar that are made available to the Supplier by matriq AG or for the production of which matriq AG pays the Supplier may only be used for deliveries and services to matriq AG. They must be kept secret and must be returned in perfect condition or destroyed as soon as the Order has been completed, without retaining copies, individual items or similar. Destruction must be confirmed to matriq AG in writing.
 - 7.2. Material that matriq AG provides to the Supplier for the execution of an Order shall remain the property (including all associated intellectual property rights) of matriq AG even after processing or machining. It must be marked as the property of matriq AG and stored separately until it is processed or finished.
 - 7.3. Unused material, residual material, processing waste and the like shall, at matriq AG's discretion, be returned on request, deducted from the purchase price of the delivery item at market prices or disposed of, whereby the disposal costs are already included in the purchase price.
8. Dates and delay
 - 8.1. Agreed delivery times, which commence on the date of the Order, and delivery dates are binding. Impending delays in delivery and the assumed duration of the delay must be notified to matriq AG immediately in writing.
 - 8.2. The receipt of the contractual delivery at the agreed place of delivery shall be decisive for compliance with the delivery periods and dates.
 - 8.3. After the effectless expiry of a reasonable grace period set in the event of default, matriq AG may assert the statutory claims for debtor's delay. If the agreed delivery date is exceeded by more than 4 weeks, matriq AG shall be entitled to withdraw from the agreement with immediate effect without setting a grace period. In addition, matriq AG may demand a contractual penalty of 0.5% of the total price for each calendar day or part thereof, up to a maximum of 15%, in the event of a delay in delivery (except in cases of force majeure). Payment of this contractual penalty does not release the Supplier from its contractual obligations. In particular, matriq AG may still demand actual enforcement. matriq AG also reserves the right to claim compensation for further damages exceeding the amount of the contractual penalty.
 - 8.4. Shortages of raw materials or delays on the part of suppliers and subcontractors of the Supplier shall not be considered force majeure, unless they are themselves affected by force majeure. Unforeseeable official measures due to epidemics/pandemics, mobilization, war as well as extraordinary and catastrophic natural events are considered force majeure.

8.5. The Supplier may only invoke the absence of necessary documents or supplies to be provided by matriq AG if it has requested them in writing in good time or if the Supplier has immediately issued a written warning to matriq AG for exceeding agreed deadlines.

9. Packaging

9.1. The packaging must effectively protect the Delivery Item against damage and corrosion during transportation and any subsequent storage. The Supplier is obliged to label the Delivery Item in the manner prescribed by matriq AG.

9.2. The Supplier shall be liable for all costs and disadvantages resulting from non-compliance with matriq AG's instructions for transportation, customs clearance, etc.

10. Scope of Delivery

10.1. Partial deliveries are only permitted with the written consent of matriq AG. Excess or short deliveries shall only be accepted and paid for after prior written confirmation by matriq AG.

10.2. Unless expressly agreed otherwise, protective devices are included in the scope of delivery. If these are missing on delivery or after work has been carried out, they must be supplied and fitted immediately free of charge.

10.3. The scope of delivery also includes assembly, operating and maintenance instructions as well as spare parts lists or other documentation necessary for the proper use of the delivery item or required by law.

11. Transfer of risk

11.1. The risk of loss and deterioration shall pass to matriq AG at the time of acceptance of the Delivery Items by matriq AG at the place of delivery. If an acceptance procedure has been agreed or is requested, the date of final acceptance by matriq AG shall be decisive for the transfer of risk.

11.2. If the required shipping documents for a delivery are not delivered as agreed or are delivered late, the delivery shall be stored at the Supplier's expense and risk until they arrive.

12. Inspection

12.1. The Supplier shall provide all deliveries and services in accordance with the Agreement and the specifications. matriq AG may inspect the deliveries upon or after acceptance of the deliveries by matriq AG. Any obligation of matriq AG under applicable law to inspect the deliveries or services or to notify the Supplier of defects within a certain period of time is hereby excluded to the extent permitted by law.

12.2. If the obligation to inspect is not excluded in individual cases, the following provisions shall apply: (i) matriq AG must only inspect the deliveries for deviations in type and quantity and for obvious transport damage, and (ii) matriq AG shall notify the Supplier of such deviations and damage within 14 days of receipt of the delivery at the place of receipt. In order to fulfill

the notification obligation, matriq AG only needs to provide the Supplier with a brief description of the deviation, damage or defect.

12.3. Furthermore, matriq AG may give notice of defects at any time during the warranty period and the Supplier hereby waives the defense of late notice of defects.

13. Warranty, compensation, statute of limitations

13.1. Without prejudice to any other warranties under the Agreement or any other legal grounds, the Supplier warrants that the Delivery Items and any parts or materials used in the manufacture of the Delivery Items or in the performance of any work in connection with the Delivery Items are free from defects in material and workmanship:

- i. are suitable for the intended purpose;
- ii. are suitable for a particular purpose specified by matriq AG to the Supplier;
- iii. conform in all respects to the specifications and, where applicable, samples or drawings; in particular, any weights, measures, marks, legends, words, indications or descriptions stamped, printed or otherwise affixed to (including any required country of origin information) or referring to the Delivery Items supplied under the Agreement shall be correct and comply with all laws and regulations;
- iv. are new and unused, of sound material and workmanship and free from defects (latent or otherwise); and
- v. comply with all applicable international and national laws and regulations governing the design, manufacture, sale, packaging, labeling, safety standards and use of the Goods in force on the date of delivery;
- vi. be accompanied by any information, warnings, instructions or documents relevant to the use, storage, operation, consumption, transportation and disposal of the Goods; and
- vii. conform to the representations and warranties in the Supplier's literature and advertising material, unless otherwise agreed.

13.2. In addition to any other warranties to which matriq AG may be entitled under the Agreement or other legal grounds, the Supplier warrants that all Services (i) will be performed with a high degree of professional skill, proper procedures and good judgment as used by recognized professional providers of similar services, (ii) will be performed in full compliance with all applicable laws, and (iii) will be performed in such a manner that the Services provided under the Agreement are free from defects in material and workmanship and are fit for their intended purpose.

13.3. The warranty period shall be 24 months from delivery or, if acceptance has been carried out, from successful acceptance. Written notification of defects shall suspend the warranty period until the defects notified have been fully remedied and payment periods shall be interrupted.

13.4. In the event of a defect, matriq AG may, at its discretion, demand rectification or subsequent delivery free of charge, make a deduction from the price corresponding to the reduced value, carry out repairs itself at the Supplier's expense or have them carried out by third parties, or withdraw from the Agreement in the event of material defects. As an alternative to or in combination with the above material warranty rights, matriq AG may demand compensation from the Supplier for all costs, expenses, losses or other damages

(e.g. inspection, installation and removal costs, loss of production or unusable assemblies, product recall, etc.) incurred by matriq AG as a result of the defective delivery items.

- 13.5. In the event of rectification of defects or subsequent delivery, a new warranty period of 24 months shall commence from the date of rectification of the defect.
 - 13.6. If the Supplier fails to remedy the breach of its warranty with regard to the defective Delivery Items within the deadline or if the Supplier is unable or unwilling to carry out the repairs or replacement of the defective Delivery Items, matriq AG shall be entitled to all other material warranty rights in accordance with this Section 13.
14. Shipping documents and invoices
- 14.1. Each shipment must be accompanied by a detailed delivery bill containing our references. The invoice must be sent to us at least by e-mail to rechnung@matriq.ch.
 - 14.2. All correspondence (letters, delivery bills, invoices, etc.) must contain the following minimum information: Order date, quantities, net prices, country of origin, customs tariff number, type of packaging.
 - 14.3. Invoices must be issued in accordance with the formal requirements of the relevant VAT legislation. The invoice address is: matriq AG, Lerchenfeldstrasse 3, 9014 St. Gallen, Switzerland.
 - 14.4. Invoices that do not contain the above information will not be processed and payment will be suspended until a correctly issued invoice is submitted.
15. Proof of origin
- 15.1. The Supplier must provide correct proof of origin for the Delivery Items in good time. It shall be liable for all damages and costs incurred by matriq AG as a result of non-compliance with the above obligation.
16. Spare parts and repeat order
- 16.1. For non-standard products that cannot be obtained from a large number of possible suppliers, it is agreed that
 - i. The Supplier shall supply matriq AG with spare parts on competitive terms for at least three (3) years after delivery of a Delivery Item within the scope of corresponding orders.
 - 16.2. If the Supplier intends to discontinue the production of the relevant spare parts or the Delivery Items ordered from it by matriq AG, it shall notify matriq AG of this immediately. This notification must be made at least 3 months before production is discontinued. In this case, matriq AG shall be entitled to place a final order for the Delivery Items of spare parts or the Delivery Items concerned at standard market conditions within one month of receipt of the notification.

16.3. matriq AG is entitled to procure spare parts and goods required for the Delivery Items that are not covered by an industrial property right of the Supplier, also directly from the Supplier's subcontractors or any third party. The Supplier shall endeavor to oblige its subcontractors and suppliers accordingly.

17. Confidentiality

17.1. The Supplier shall treat as confidential all information and documents (e.g. technical information, trade secrets and details of orders, quantities, technical design, order conditions, etc.) which matriq AG makes available to it or which it obtains access to in any other way or which it has created or is creating for matriq AG specifically in connection with the performance of the Agreement. The Supplier shall refrain from using such information or documents for purposes other than those of this Agreement or from causing them to be used for purposes other than those of this Agreement. This obligation shall survive termination or expiry of the Agreement for any reason whatsoever; however, the provisions shall not apply to information or documents that are generally available or become generally available without breach of the Supplier's obligations or that are disclosed to the Supplier's subcontractors to the extent necessary for the performance of the Agreement.

17.2. The Supplier shall also impose a confidentiality obligation on subcontractors and suppliers to whom it has disclosed confidential information and documents of matriq AG for the purpose of fulfilling the contract.

17.3. The inclusion of matriq AG in a reference list, the reference to the business relationship or the use of the order for advertising purposes requires the prior written consent of matriq AG.

18. Intellectual property rights

18.1. Intellectual property rights ("**Intellectual Property Rights**") within the meaning of these GTCs shall include all registered and unregistered rights worldwide in connection with patents, copyrights, trademarks, domains, designs, software and their source and object code, companies, web designs, graphics, photographs, animations, videos, texts, documentation and operating instructions, databases and know-how, irrespective of whether or not they can be protected.

18.2. All Intellectual Property Rights developed by or on behalf of the Supplier in connection with (i) a development commissioned by matriq AG or (ii) a matriq AG-specific modification of a product (hereinafter "**New Intellectual Property Rights**") shall become the property of matriq AG and shall be fully compensated by the payment of the remuneration to the Supplier. The Supplier undertakes to transfer New Intellectual Property Rights to matriq AG immediately after their creation and to use them exclusively for the purposes of the Agreement.

18.3. The Supplier shall use items, documents and aids of any kind that matriq AG makes available to it for the provision of the services or manufacture of the Delivery Items exclusively for the provision of the services or manufacture of the Delivery Items and shall return these items to matriq AG immediately after the provision of the services or manufacture of the Delivery Items or after the termination or expiry of the Agreement at the latest.

18.4. The Supplier warrants that the sale, possession, resale or use of the Delivery Items and/or the provision of the services will not infringe the Intellectual Property Rights or know-how of third parties. The Supplier undertakes to indemnify matriq AG in full and to compensate matriq AG for all damages and costs (including court costs and reasonable legal fees) incurred by matriq AG in connection with a breach of this warranty or for which it is held liable.

19. Insurance

19.1. The Supplier must take out adequate insurance to cover its liability under this Agreement, with a minimum cover of CHF 2 million per loss event. The corresponding policy must be presented at the request of matriq AG.

20. Form requirements

20.1. All changes to the Agreements concluded under these GPC must be made in writing.

21. Severability

21.1. Should individual provisions of these GPC be or become invalid or void in whole or in part, the Parties undertake to replace the invalid or void provision with a valid provision that achieves the purpose of the invalid or void provision as far as possible.

22. Governing law and jurisdiction

22.1. All Agreements concluded under these GPC shall be governed exclusively by Swiss law. The provisions on conflict of laws, the UN Convention on Contracts for the International Sale of Goods (CISG) and any other intergovernmental agreements shall not apply. In the event of disputes, including those relating to the validity of the Agreement or these GPC, the place of jurisdiction shall be 9014 St. Gallen, Switzerland. However, matriq AG is also entitled to bring an action at the Supplier's registered office.

This document has been translated into English for your convenience only. The German original text is the legally binding version. In the event of any discrepancy or inconsistency between the English translation and the German original, the German text shall prevail and be considered authoritative. Therefore, please note that any legal rights, obligations, or interpretations derived from this document shall be based solely on the German version.