

1. Conclusion of contract

Model AG places orders exclusively on the basis of these General Terms and Conditions of Purchase. Any general terms and conditions of purchase, sale or delivery or any other terms and conditions shall only be a contractual component if and in so far as Model AG expressly recognizes them in writing.

If the supplier fails to explicitly accept the order within five working days of receiving it, Model AG shall be entitled to cancel the order.

Quotations, orders, delivery confirmations and delivery schedules must be issued in writing, and any amendments and supplements to these shall not be effective unless made in writing.

Regardless of whether or not an order is placed, no remuneration or compensation shall be paid for visits or the preparation of offers, projects, etc., unless agreed otherwise in writing.

2. Prices, shipment, packaging, quantities

The agreed prices are fixed and are not subject to change.

These prices include freight, transportation and customs costs to the delivery address or place of application indicated by Model AG (in line with Incoterms 2010, DDP).

If, in exceptional cases, a price is agreed as ex works, ex stock or similar, Model AG shall only cover the cheapest freight costs.

Two copies of the delivery note, indicating the order number, article number, quantity and net and gross weights, are to be included with every consignment. Additionally, the supplier shall enclose any necessary documentation with its deliveries at its own expense, such as the EU Declaration of Conformity.

Model AG reserves the right to return the packaging material and demand credit in return.

3. Invoices and payment

One copy of each invoice is to be sent to Model AG when the goods are shipped, but not together with the goods.

Each invoice must contain the order number and order date.

Model AG can choose to either pay within 14 days of the delivery/service and receipt of the invoice with a 3% discount or within 30 days of the delivery/service and receipt of the invoice.

If the delivery is made earlier than agreed, Model AG reserves the right to return the consignment at the supplier's expense. If Model AG does not return the consignment following premature delivery, the goods shall be stored by Model AG at the supplier's expense and risk until the delivery date.

The payment of an invoice does not constitute a waiver of Model AG's right to report defects in the invoiced goods.

In the event of a defective delivery, Model AG is entitled to withhold a percentage of the payment until the delivery is carried out properly.

4. Delivery deadlines, delays, force majeure

Agreed deadlines are binding. A delivery date or deadline shall be deemed to have been adhered to if the consignment is received on time at the point of delivery specified by Model AG.

If the supplier realizes that the agreed deadlines cannot be met, it must immediately inform Model AG in writing and describe both the reasons for and the duration of the delay.

In the event of a late delivery, the supplier is obliged to compensate Model AG for all direct and indirect damage caused by the delay. Acceptance of a late delivery or service does not constitute a waiver of Model AG's right to file claims for damages.

If the agreed deadlines cannot be adhered to for reasons for which Model AG is not responsible, then Model AG, without prejudice to any further legal claims and without first having to set a subsequent deadline, shall be entitled to (a) insist on performance and claim compensation for the delay or

(b) forego subsequent performance and either demand compensation for the damage caused by the delay or withdraw from the contract and demand compensation for the damage caused by the collapse of the contract.

5. Warranty

The supplier affirms that all of the objects it delivers and all services it renders are state of the art, match the agreed specifications and conform to the relevant legal provisions and regulations of professional associations and other organizations. In particular, this includes the European REACH regulation on chemicals. Model AG must be informed of any changes unprompted.

Model AG shall inspect the delivery/service as quickly as possible after receiving it, although it is not bound to a deadline in this regard. The deadlines and duties of the buyer as described in Article 201 OR (Swiss Code of Obligations) are expressly excluded. Model AG is entitled to report any defects at any time after discovering them, subject to the expiry of the warranty period. At its own expense, the supplier must immediately remedy any defects in the delivery/service that are reported during the warranty period. This does not affect the right of Model AG to file any more extensive claims, especially claims for an exchange, a reduction in the price, a replacement delivery and/or compensation.

If, within a reasonable deadline, the supplier fails to fulfil its warranty obligations by repairing or replacing the defective parts, Model AG can carry out the necessary measures at the supplier's expense and risk – notwithstanding the warranty obligations of the supplier – or have them carried out by third parties. The warranty period is as prescribed by law. For replacement parts, the warranty period is two years as of initiation.

If requested to do so, the supplier shall fully indemnify Model AG against all third-party claims arising from the violation of safety regulations or applicable laws or on the grounds of national or international product liability provisions in connection with its delivery or service. In order to secure the claims under these General Terms and Conditions of Purchase, the supplier undertakes to maintain a liability insurance policy for the delivery/service for the term of the contract, which also covers the costs and expenses of any recall.

For personal injuries, the insured amount must be at least CHF 5 million and for property damage, it must be at least CHF 10 million per incident. At the request of Model AG, the supplier must provide evidence of the existence of the insurance policy and the payment of the insurance premiums.

The supplier is responsible for ensuring that the performance and use of its delivery or service do not violate any third-party intellectual property rights or other rights. If such rights are violated, and if requested to do so, the supplier shall fully indemnify Model AG against all claims filed and impending.

6. Documents and information

Model AG retains ownership of and all intellectual property rights to all documents and information, such as plans, sketches, calculations, templates, drawings, models, formulae, etc. that are provided or communicated to the supplier by Model AG. The supplier must store these documents and this information in a secure location, may not make any changes to them and may only use them for the purposes of carrying out the order.

Without the written consent of Model AG, such items may not be transferred or shown to third parties, copied or destroyed. The supplier must immediately return these documents and this information to Model AG if requested to do so, or after carrying out its delivery or service at the latest.

7. Environment and sustainability

The supplier undertakes to adhere to all provisions of the relevant environmental protection legislation. The supplier shall endeavor to continuously improve the environmental conditions, use resources responsibly and strive towards sustainability. Additionally, the supplier shall ensure that its products are clean and that they are as environmentally friendly as possible. The supplier must also be able to credibly demonstrate this at regular intervals and must include all upstream stages as well.

At the request of Model AG and at its own expense, the business partner must have its quality and sustainability management processes examined by independent bodies in line with the recognized standards.

8. Ethics and social conducts

The supplier undertakes to meet the requirements of the Business Social Compliance Initiative. This includes the involvement of subcontractors in the system.

9. General provisions

If any provision of these General Terms and Conditions of Purchase should be legally ineffective, this shall not affect the effectiveness of the remaining provisions.

Wherever reasonable, the contracting parties are obliged to work together in good faith to replace the ineffective provision with a provision that comes closest to fulfilling the economic purpose of the ineffective provision without significantly altering the content of these General Terms and Conditions of Purchase.

The supplier confirms that all of the products that it supplies conform to national and EU legislation both at present and in the future.

The supplier undertakes to treat all secret commercial or technical matters of which it becomes aware through the business relationship as confidential and not to disclose them to third parties.

The supplier must subject its subcontractors to a corresponding obligation. The supplier may only refer to its business ties with Model AG in promotional or other material with the prior written consent of Model AG.

The content of the order may only be disclosed with the prior written consent of Model AG.

The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Weinfelden, Thurgau. However, Model AG is also entitled to file lawsuits against the supplier at its registered office or at the place of fulfilment.

These General Terms and Conditions of Purchase and all the legal relationships between the parties are governed by the laws of Switzerland. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (the Vienna Convention) is excluded.

These General Terms and Conditions of Purchase are effective as of 01 September 2022.