

# General Terms and Conditions of Sale and Delivery (GTCS)

Axcura AG, Rapperswil-Jona, Switzerland

## 1. Scope

These General Terms and Conditions of Sale and Delivery ("GTCS") govern all present and future contracts, quotations, order confirmations, invoices, and deliveries under which Axcura AG, Switzerland ("Axcura") sells and/or delivers goods, materials, products and/or services ("Goods and Services") to customers ("Buyer"). By placing an order with Axcura, accepting delivery, or otherwise accepting performance, the Buyer acknowledges the exclusive applicability of these GTCS. Any deviating or conflicting terms of the Buyer, including purchasing or general terms and conditions, shall not apply unless expressly accepted in writing by Axcura.

In case of conflict, the following order of precedence shall apply:

- a. Individual written agreements or purchase orders of Axcura;
- b. Quality Agreement (if applicable);
- c. These GTCS;
- d. Buyer documentation (expressly excluded unless accepted in writing).

## 2. Quotations and Contract Formation

All quotations, price indications, technical data, catalogues, brochures, and website information provided by Axcura are non-binding unless expressly confirmed in writing. A Contract is concluded only upon written order confirmation by Axcura or, where applicable, by issuance of an invoice and delivery of the Goods. Deviations between the Buyer's order and Axcura's order confirmation or invoice shall become binding unless the Buyer objects in writing within five (5) business days of receipt. If the Buyer requests additional services (e.g. documentation support, questionnaires, regulatory assistance) and Axcura agrees to provide them, such services shall be chargeable and form part of the Contract.

## 3. Cancellations and Modifications

Once a Contract has been concluded, cancellations or modifications by the Buyer are excluded unless expressly agreed in writing by Axcura. If Axcura agrees to a cancellation or modification, the Buyer shall compensate Axcura in full for all costs incurred, including procurement, manufacturing, logistics, quality, and administrative costs..

#### 4. Prices and Taxes

Prices are net prices in Swiss francs (CHF) unless agreed otherwise in writing and exclude VAT, customs duties, transport, insurance, packaging, and any special handling or regulatory requirements. Small-lot surcharges, short-term delivery fees, extended payment term fees, and special customer requirements may be invoiced separately. In the event of unforeseeable circumstances between Contract conclusion and delivery, including currency fluctuations, supplier price increases, or regulatory changes, Axcura reserves the right to adjust prices accordingly.

#### 5. Payment Terms, Default and Set-Off

Unless agreed otherwise in writing, invoices are due within thirty (30) days from invoice date. The Buyer is automatically in default upon expiry of the payment term without reminder.

In case of default, Axcura is entitled to:

- a. default interest at a minimum rate of 5% p.a. or higher statutory rate
- b. reimbursement of all collection, administrative, and legal costs
- c. suspension of further deliveries and services

Set-off or withholding of payments by the Buyer is excluded. Axcura may require advance payments or security at any time. Until receipt thereof, Axcura's obligations are suspended.

#### 6. Delivery and Performance

Delivery dates are indicative unless expressly confirmed as fixed deadlines in writing. Delivery dates shall be reasonably extended in case of:

- a. delayed or incomplete Buyer specifications
- b. subsequent changes requested by the Buyer
- c. supply chain disruptions, transport delays, or force majeure events

Partial deliveries are permitted. Delay in delivery does not entitle the Buyer to damages, penalties, or withdrawal from the Contract.

#### 7. Transfer of Risk and Benefit

Unless agreed otherwise in writing, risk and benefit pass to the Buyer upon handover of the Goods to the carrier. If dispatch is delayed at the Buyer's request or for reasons attributable to the Buyer, risk passes at the originally agreed delivery date. Storage and insurance costs shall be borne by the Buyer.

#### 8. Retention of Title

Goods remain the exclusive property of Axcura until full payment of all outstanding claims. Axcura is entitled to register retention of title in Switzerland and abroad. The Buyer shall fully cooperate in such registration.

## 9. Packaging and Transport Material

Packaging and transport material are not taken back unless required by law. Disposal is at the Buyer's expense.

## 10. Place of Fulfillment

The place of fulfillment shall be the location specified by Axcura in the order confirmation or invoice.

## 11. Inspection and Acceptance

The Buyer shall inspect deliveries immediately and notify Axcura in writing of any defects within five (5) business days of receipt. Failing such notice, the Goods shall be deemed accepted.

## 12. Warranty

Warranty is limited to conformity with agreed specifications as stated in the certificate of analysis, technical documentation, or order confirmation. The warranty period is twelve (12) months from delivery or until expiry date or re-test date, whichever occurs earlier. Consumables and materials subject to natural degradation are excluded from warranty. Axcura's warranty obligation is limited, at its discretion, to replacement, repair, or price reduction. Contract rescission is excluded. No warranty applies in cases of improper use, storage, processing, regulatory misuse, or inaccurate Buyer specifications.

## 13. Liability

Axcura shall be liable only in cases of intent or gross negligence. Liability for ordinary negligence, indirect damages, consequential losses, loss of profit, and third-party claims is excluded to the maximum extent permitted by law. If a third-party product liability claim arises due to Buyer conduct or use beyond specifications, the Buyer shall indemnify Axcura in full.

## 14. Confidentiality

All non-public information exchanged shall be treated as confidential and used solely for Contract performance. Confidentiality obligations survive termination of the Contract.

## 15. Force Majeure

Force majeure events suspend obligations for the duration and extent of the event. If force majeure continues for more than thirty (30) days, Axcura may withdraw from the Contract in whole or in part without liability.

## 16. Import, Export and Regulatory Compliance

The Buyer is responsible for obtaining all import permits, licenses, and regulatory approvals unless agreed otherwise in writing. The Buyer shall comply with applicable export control, sanctions, and regulatory requirements.

## 17. Applicable Law and Jurisdiction

Swiss law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Exclusive place of jurisdiction is Zurich, Switzerland. Axcura reserves the right to initiate proceedings at the Buyer's domicile where legally permissible.

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