

## 1. Definitions

- 1.1. **Conditions** - these *General Terms and Conditions* of Sale.
- 1.2. **Buyer** - individual firm or company to whom a quotation for the sale of **Products** or **Services** is addressed or whose purchase **Order** for the purchase of **Products** is accepted by **Suprem**.
- 1.3. **Suprem** - Suprem SA, registered in Switzerland under number IDE/UID CHE-107.260.011 whose registered office and premises is Suprem SA, Z.I. Le Bey 17, 1442 Montagny-près-Yverdon, Switzerland.
- 1.4. **Group Company** means in relation to a party, that party, each and any subsidiary or holding company from time to time and each and any subsidiary from time to time of a holding company of that party.
- 1.5. **Products** - goods and/or materials as specified in an **Order Confirmation**.
- 1.6. **Services** - any **Services** to be provided by **Suprem** to the **Buyer** as ancillary **Services** in respect of the supply of the **Products** by **Suprem**.
- 1.7. **Product Designation Sheet** – **Suprem's** product specification to which **Suprem** is accepting to deliver to the **Buyer**, and the description of typical behaviour of the product (properties, packaging...) - with acceptance tolerances and the corresponding test methods, if applicable.
- 1.8. **Buyer's Order** - document generated by the **Buyer** and sent by post, courier, fax or e-mail to **Suprem**.
- 1.9. **Order Confirmation** - document generated by **Suprem** and sent by post, courier, fax or e-mail to the **Buyer**

All references to prices, **Products** and **Services** contained in these **Conditions** shall be taken to mean the prices, **Products** and **Services** detailed in **Suprem's Order Confirmation**.

## 2. Application

- 2.1. These **Conditions** together with the **Order Confirmation** and any individually agreed special conditions, as the case may be, should constitute the **Contract** made by **Suprem** with the **Buyer**.
- 2.2. **Suprem's Quotation** is not to be taken as an offer and no **Contract** shall take effect unless and until an **Order Confirmation** has been issued to the **Buyer**.
- 2.3. **Suprem** shall be entitled to rely in all respects and in all circumstances on the contents of the **Order Confirmation** stating the quantity and the grade of the **Products** and any **Services** to be supplied. Accordingly, it shall be the **Buyer's** sole responsibility to check the **Order Confirmation** and to notify **Suprem** forthwith after the receipt of the same where the **Products** and any **Services** are not properly stated in the **Order Confirmation**.
- 2.4. Unless otherwise expressly agreed in writing between **Suprem** and the **Buyer** these **Conditions** shall prevail over any terms and conditions contained or referred to in any documentation submitted by the **Buyer** or in correspondence or elsewhere.

## 3. Orders

- 3.1. The **Buyer** shall place **Orders** for **Products** or for **Services**.
- 3.2. Each **Order** shall contain the following information:
  - 3.2.1. Reference number of **Suprem's** Quotation
  - 3.2.2. **Product** code corresponding to the **Product** to be purchased as defined in the **Product Designation Sheet**
  - 3.2.3. Name of **Product** - i.e. Suprem® T ....
  - 3.2.4. Quantity of **Product** with the same unit as specified in the **Quotation**
  - 3.2.5. Price of the **Product** as quoted by **Suprem**
  - 3.2.6. Lead time
  - 3.2.7. Addresses of delivery and invoicing
- 3.3. After receipt of an **Order**, **Suprem** shall as soon as reasonably practicable notify the **Buyer** of its acceptance and the anticipated delivery date by issuing an **Order Confirmation**.
- 3.4. Each **Order**, when accepted shall constitute an individually binding **Contract** between these two parties (Suprem and Buyer).

## 4. Delivery

- 4.1. **Time for Delivery** of the **Products** or completion of the **Services** is indicated in the **Order Confirmation** but is not guaranteed.
- 4.2. In general, **Products** are manufactured upon order and will be delivered to the **Buyer** with a **Tolerance** of +/-10% on the **Quantity** ordered. Exceptions, such as precise **Quantities** and special packaging must be agreed through **Suprem's Quotation** and **Order Confirmation**.
- 4.3. **Suprem** shall be entitled to deliver the **Products** by **Installments**. Each installment shall be treated as if it constituted a separate and distinct **Contract** between **Suprem** and the **Buyer**.
- 4.4. The **Buyer** shall have no right to cancel the **Contract** due to failure of **Suprem's** ability to meet any delivery or completion time stated.
- 4.5. Upon **Order Confirmation**, **Suprem** cannot accept any cancellation or change of the **Order** in its quantity and/or product specification including packaging and labelling.
- 4.6. All **Products** shall be delivered to the **Buyer** Free Carrier (FCA) (Incoterms 2010/2015) from **Suprem's** premises. Deviating Incoterms may be specified in the **Order Confirmation**. In the event of any conflict, the **Order Confirmation** shall prevail.
- 4.7. Upon **Receipt** of each **Delivery** of **Products** and/or **Complementary Services** sold hereunder, the **Buyer** shall examine such **Products** for any damage, defects, shortage, mistakes or errors (Condition 12). The **Buyer** notifies **Suprem** in writing within 10 working days after **Receipt** of the **Products** or within 30 working days after **Receipt** of **Complementary Services**.
- 4.8. If the **Buyer** fails to give such notice of rejection, the Buyer shall be deemed to have accepted the **Delivery** in full.
- 4.9. **Failure** by the **Buyer** to take delivery of any one or more instalments of **Products** delivered in accordance with the **Contract** shall entitle **Suprem** to terminate the **Contract** either in whole or in part.
- 4.10. The **Buyer** may return empty spools at his own risks and costs (FCA Yverdon). **Suprem** will recover but not reimburse the **Buyer** for any of his costs as generated herein.

## 5. Price

- 5.1. Unless otherwise indicated in the **Order Confirmation** the **Prices** of the **Products** will:
  - 5.1.1. Be those prevailing at the time of delivery.
  - 5.1.2. Be stated as a price per kilogram (kg), per metre, per piece (as appropriate).
  - 5.1.3. **Exclude** all **Costs** associated with expedited **Delivery** including but not limited to costs relating to freight, transportation, insurance and delivery.
  - 5.1.4. **Exclude** any sales-, excise- or other **Taxes**, which **Suprem** shall add at the appropriate prevailing rate.
  - 5.1.5. **Include** only test and test methods (or standards) defined in the **Product Designation Sheet**. Any complementary tests or alternative test methods must be agreed and will be charged.
- 5.2. The actual amount delivered shall be invoiced (condition 4.2). Therefore, the invoice may differ from the **Order**.

## 6. Retention of Title

- 6.1. The **Risk of Damage** or loss of the **Products** shall pass to the **Buyer** at the time of **Delivery**.
- 6.2. Notwithstanding **Delivery** and passing of the **Risk** of loss, **Suprem** shall reserve title to all delivered **Products** until such time as the **Buyer** has paid all claims arising from the **Contract**. The **Product** will remain the **Property** of **Suprem** until full **Payment** has been made.
- 6.3. The **Buyer** is responsible to **Insure** the **Products** for their full value. The **Buyer**, in case of any restitution payment of an insurance to Buyer due to a destruction of, or damage to, the **Products** prior to the passing of the title to **Buyer**, shall hold the proceeds of any claim on the insurance policy in trust for **Suprem** and shall immediately account to **Suprem** for the payment of the purchase price.
- 6.4. The **Buyer** shall be entitled to **use** (or to resell, if authorised by **Suprem** in writing in advance) the **Products** in the ordinary course of its business:
  - 6.4.1. In which case all proceeds from such resale or reuse are herewith assigned and transferred to **Suprem** and shall be held by the **Buyer** in trust for the benefit of **Suprem** for the payment of the purchase price.
  - 6.4.2. Provided that this right shall automatically cease should the **Buyer** become subject to any of the events listed in Condition 10.
- 6.5. Until the time the **Title** passes to the **Buyer**, the **Buyer** shall hold the **Products** of **Suprem** in trust:
  - 6.5.1. The **Buyer** shall keep the **Products** separate from his own, and from third parties' products, properly stored, protected and insured.
  - 6.5.2. **Suprem** shall be entitled at any time prior to full payment of the purchase price, to require the **Buyer** to return the **Products** to **Suprem**.
  - 6.5.3. If the **Buyer** fails to return the **Products**, **Suprem** may enter any premises of the **Buyer** where the **Products** are stored and repossess the **Products** to the fullest extent permitted by law, and where the **Products** are stored at the premises of a third party the **Buyer** shall procure a right for **Suprem** to enter such third party's premises to repossess the **Products**.
  - 6.5.4. The **Buyer** shall not be entitled to pledge, grant a security interest in, or charge by way of security for any indebtedness any of the **Products**, which remain the property of **Suprem**. If the **Buyer** does so, all monies owing by the **Buyer** to **Suprem** shall forthwith become due and payable, without prejudice to any other right or remedy of **Suprem**.
- 6.6. The **Buyer** is obliged to cooperate in actions necessary for safeguarding the title of **Suprem**. Specifically, upon entry into the **Contract**, the buyer authorises to enter or registre the reservation of title in public registres, books, or the like pursuant to the relevant national laws and to satisfy all formalities in this regard at the **Buyer's** expense.

## 7. Products

- 7.1. **Suprem** manufactures **Products** to a **Product Designation Sheet**:
  - 7.1.1. Specified **Properties** of the **Product's** properties are measured or inspected on the final **Product**.
  - 7.1.2. The results and findings of these measurements or inspection may be summarised according to EN 10204:2004 on an **Inspection Certificate**.
  - 7.1.3. The **Product Designation Sheet** also defines typical and/or theoretical (calculated) values, which are not binding to **Suprem**.
- 7.2. **Suprem** reserves the right for any **Changes** in the production equipment as well as in recipes without further notice to the **Buyer** as long as these do not materially or adversely affect the nature or quality of the **Product** as defined in the **Product Designation Sheet**.
- 7.3. **Product's** long-term availability is depending on the availability of raw materials (Fibres and Polymers). **Suprem** cannot guarantee this availability without further commitment from the **Buyer**.

## 8. Services

- 8.1. The provisions of these **Conditions** shall also apply to **Services** offered by **Suprem**.
- 8.2. **Complementary Services** to the **Buyer** of **Suprem's Products** are:  
tooling, product development, product qualification, technical reports, supplementary testing, special bobbins and packaging, sales support...
- 8.3. **Suprem** does not participate in the design, manufacture, sale or distribution of any of the **Buyer's Products**.
- 8.4. **Tolling Services** - **Suprem** may transform **Raw Materials** delivered from the **Buyer** into **Products**:
  - 8.4.1. The **Buyer** must **Supply** the **Raw Materials** at least 8 working days before production launch and in the agreed quantities and qualities.
  - 8.4.2. **Suprem's** incoming **Inspection** is limited to quantitative check according to shipment documents and visual **Inspection** on the integrity of the packaging. **Suprem** will notify the **Buyer** of any irregularities as soon as is reasonably practicable.
  - 8.4.3. **Suprem** shall keep these **Raw Materials** separate from its own as from those of any third parties, properly stored, protected and insured. The **Buyer** is held responsible for designing and supplying specific packaging and labelling if not compliant to **Suprem's** existing **Standards**.
  - 8.4.4. The **Buyer** is held responsible for the **Performance** of the **Raw Materials** delivered as well as for the **Products** ordered.
- 8.5. **Suprem** shall:
  - 8.5.1. Provide **Services** with reasonable care and skill.
  - 8.5.2. Use reasonable endeavours to meet any performance dates agreed between the parties, but any such dates shall be estimated only and time shall not be of the essence for performance of the **Services**.
  - 8.5.3. Have the right to make any **Changes** to the **Services** that are necessary to comply with any applicable law or safety requirements, or which do not materially or adversely affect the nature or quality of the **Services**.
  - 8.5.4. Make best effort for any research and development (R&D) activities financed by the **Buyer** but cannot guarantee the results.
- 8.6. Any **Tooling** and **Equipment** designed and/or manufactured or modified or adapted by **Suprem**, remains within **Suprem's** premises and **Suprem** may use these assets without any restrictions for third party contracts.
- 8.7. **Suprem** may **Scrap** without any further announcement and at **Suprem's** sole costs:  
any **Tooling**, **Equipment** and **Raw Materials** (incl. buyer property under Condition 8.4.3) the earliest 24 months following last use.
- 8.8. **Suprem** is certified **ISO 9001:2008**.
  - 8.8.1. Any action demanded by **Suprem's Management System** and following its standard procedures is included in the price.
  - 8.8.2. **Suprem** reserves the right to charge the **Buyer** for any type of different quality system requirements.
  - 8.8.3. **Suprem** reserves the right to charge the **Buyer** for any type of audits pursued by itself or on its behalf.

## 9. Payment

- 9.1. **Suprem** may **Invoice** the **Buyer** for the **Products** and **Services** on or after the date any installments or results have been sent.
- 9.2. **The Buyer** shall pay each **Invoice** in full in accordance with the payment terms of **30 Days net** or as set out on the invoice. The **Buyer** shall be in default immediately upon termination of that payment deadline and no further notification shall be required.
- 9.3. **Suprem** reserves the right (in **Suprem's** absolute discretion) to require payment in full or partially for the **Products** or **Services** on or **before delivery** or otherwise to change any credit terms given to the **Buyer** as necessary.
- 9.4. **Interest** is payable on overdue amounts of invoices at the rate of 5% p.a., to run from the due date for payment until receipt by **Suprem** of the full amount (including any accrued interest) whether before or after a possible judgment.
- 9.5. **Suprem** may **suspend** the **Supply** of **Products** to the **Buyer** where any payment is overdue from the **Buyer** to **Suprem** under any **Contract** or any contract between **Suprem** and a **Group Company** of the **Buyer**, until all such amounts have been fully paid.
- 9.6. All **Sums** payable in respect to an **Order** shall be payable in full by the **Buyer** without deduction of any kind, whether by counterclaim or otherwise. The **Buyer** shall not be entitled to set-off an amount owing or alleged to be owing to it by **Suprem** against amounts owing by it to **Suprem**.

## 10. Export Restrictions

- 10.1. The **Buyer** acknowledges the **Export of Suprem's Products** and any **Associated Technology**, including results of **Suprem's Services** or **Intellectual Property** as further described in Condition 13, may be subject to **Export Control Regulations** in certain applicable jurisdictions (as such regulations may be amended from time to time).
- 10.2. The **Buyer** agrees that as a condition of **Suprem's** acceptance of any **Order** and therefore any **Contract** made under these **Conditions**, that the **Products** and any associated technology will **Not be Used**:
  - 10.2.1. For purposes associated with any **Chemical, Biological, Nuclear Weapons or Missiles** capable of delivering such weapons, or in support of any terrorist activity.
  - 10.2.2. In **Breach** of any **Applicable Laws, Trade Sanctions or Embargos**, including, without limitation, or in violation of local legislation in compliance with the **Treaty of Wassenaar**.
  - 10.2.3. The **Products** and any **Associated Technology** will not be resold if it is known or suspected that they are intended to be used for such purposes.
- 10.3. **Suprem** may demand the **Buyer** for an **End-User Certificate** before confirming the **Order**. **Suprem** reserves the right to decline any **Order** in the case of an assumed or an identified conflict with **Suprem's** policy and/or any **Regulation** of the **Swiss Confederation**.
- 10.4. In the event that **Suprem** is not able to obtain any requisite governmental licence, consent or permit or other authorisation in fulfilment of any **Order** or **Contract**, **Suprem** shall not be liable to the **Buyer** or any third party in respect of any bond or guarantee or for any loss, damage or other resultant financial penalty.
- 10.5. The **Buyer** shall be responsible for complying with any **Legislation** or regulations governing the importation of **Products** into the country of importation, exportation and/or final destination and for the payment of any duties on them.
- 10.6. **Suprem** may **immediately terminate** the Contract or suspend further shipments of **Products** to the **Buyer**, in the event that the **Buyer** has breached this **Condition** (10) or if **Suprem** reasonably believes that the **Buyer** intends to, or has already breached this **Condition**.

## 11. No Human Implantation

- 11.1. The **Buyer** will not use, or cause to be used, any **Products** for any applications intended for **Human Implantation**, permanent oral and/or dental contact, blood or tissue contact lasting for 24 hours or more.
- 11.2. **Suprem** may **immediately terminate** the Contract or suspend further shipments of **Products** to the **Buyer**, in the event that the **Buyer** has breached this **Condition** (11) or if **Suprem** reasonably believes that the **Buyer** intends to, or has already breached this **Condition**.

## 12. Warranty and Liability

- 12.1. **Suprem** warrants the **Products** will, when delivered, comply with **Suprem's Product Designation Sheet** agreed with the **Buyer**, referred in the **Order Confirmation** and that is applicable at the time of manufacture.
- 12.2. **Suprem** is not liable for any **Defect** or **Errors** in the **Products** or in its **Services** unless the **Buyer** has given notice to **Suprem** within the time period fixed in Condition 4.7.
- 12.3. If the **Buyer** notifies **Suprem** of a defect in the **Products** within the specified time periods, it shall be **Suprem's** exclusive obligation, at its own option, to either:
  - 12.3.1. **Replace** or **Repair** any quantity of the **Products** that are damaged or defective
  - 12.3.2. **Correct** the **Defect** or **Errors** in its **Products** or in its **Services**
  - 12.3.3. **Refund** the **Buyer** the amount paid by the **Buyer** for the quantity of the **Products** or **Services** that are the subject of the claim, together with the applicable transportation costs.
  - 12.3.4. **Suprem** may require the **Buyer** to return the quantity of the **Products** that are damaged or defective at its own costs, before **Suprem** selects one of these three options above.
- 12.4. Any application and any use that the **Buyer** may make of the **Products** are at the **Buyer's** own **Risk** (Condition 8.3).
- 12.5. **Suprem** makes no representations and gives no warranties or undertakings to:
  - 12.5.1. The **Suitability**, the **Performance** or otherwise, of the **Products** for use in the **Manufacture of Buyer's Products**
  - 12.5.2. **Quality** of **Products** manufactured through **Tolling Services** can only be guaranteed in composition and make.
  - 12.5.3. The **Ownership**, validity or subsistence of any **Intellectual Property** that may subsist in the **Products** or in any **Applications** or use thereof.
  - 12.5.4. The **Benefit** of the **Buyer** or the **Buyer's Customers** or **Agents**.
- 12.6. **Suprem** is not liable to the **Buyer**, or to any authorities or any patients if its **Products** are used for **Human Implantation** (Condition 11).
- 12.7. **Suprem** is not liable to the **Buyer**, on any grounds whatsoever, for any:
  - 12.7.1. **Defect** in the **Products** or **Services** caused by fair wear and tear, abnormal or unsuitable conditions of storage or use after delivery, or an act, omission or default of the **Buyer** or a third party.
  - 12.7.2. **Loss of revenue**, loss of contracts or loss of profits, whether direct, indirect or consequential loss, or for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.
- 12.8. The entire **Liability** of **Suprem** under or in connection with the **Contract** (Condition 2), on any grounds whatsoever, is limited to an amount equal to the total of the charges payable by the **Buyer** under the **Contract**.
- 12.9. Except as set out in these **Conditions**, all conditions, warranties and representations, expressed or implied, are excluded to the fullest extent permitted by law
- 12.10. Nothing in these **Conditions** shall exclude or limit a party's liability for intent or fraud, for death or personal injury caused by its negligence, nor for any other matter, if and to the extent that under **Swiss Law**, liability cannot be excluded, restricted or limited in the context of the **Contract**.

## 13. Intellectual Property

- 13.1. All intellectual property rights which vest in **Suprem** shall remain vested in **Suprem**:
- 13.1.1. Including but not limited to patents, trademarks, service marks, rights in designs, copyrights, database rights, whether or not any of these are registered and including applications for registration of the foregoing.
  - 13.1.2. All rights and forms of protection of a similar nature or which have equivalent or similar effect to any of the foregoing, which may subsist anywhere in the world in or to the **Products**.
  - 13.1.3. Any design and/or modification in equipment, tooling, methods, recipes, protocols, certificates, as well as any findings and experiences generated within **Suprem** independently or in combination with a **Contract**.
- 13.2. The **Buyer** acknowledges these **Conditions** do not operate to vest in the **Buyer** any right, title or interest in or to any such rights:
- 13.2.1. The **Buyer** shall not at any time assert any rights in the goodwill attaching to any of **Suprem's** trademarks, trade secrets or other intellectual property, and all such rights shall vest in and ensure exclusively for the benefit of **Suprem**.
  - 13.2.2. The **Buyer** shall not cause or allow to be analysed and/or **Reverse Engineered** any **Products**, any **Information** on **Processes** or any **Samples** provided by **Suprem**, to determine the chemical composition, formulation or measure the properties or its performances. Unless these properties are specified as acceptance criteria in the applicable **Product Designation Sheet** or with the prior written consent of **Suprem**, which may be given or withheld in the sole and absolute discretion of **Suprem**.
- 13.3. If the **Buyer** challenges the validity of **Suprem's** rights as set in this Condition 13, then **Suprem** shall be entitled to terminate the Contract immediately.

## 14. Confidentiality

- 14.1. Each party agrees that all information received from the other party prior to or under the Contract, including, without limitation quotations, correspondence, the nature of the **Products** and/or **Services** to be provided by **Suprem** and the existence of any Contract shall be maintained in confidence and not disclosed to third parties, except as such disclosure may be required by applicable law or court order and the receiving party agrees not to use such information for any purpose other than the fulfilment of a **Contract** without the prior written consent of the other party. The obligations of **Confidentiality** shall survive termination or expiry of the **Contract** by ten (10) years from the date **Suprem** received full payment as defined in Condition 9.
- 14.2. Each party shall use reasonable care to protect the **Confidentiality** of information received from the other party, but in all events no lesser standard of care to protect the **Confidentiality** of information received from the other party than it uses to protect its own confidential information, and shall limit disclosure of such information to those of its personnel, its customers and its consultants and those of each parties **Group Companies** who have an actual need to know and have a written obligation to protect the **Confidentiality** of such information.

## 15. Anti Bribery

- 15.1. Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in any jurisdiction applicable to the parties and the supply of the **Products** and/or **Services** ("**Applicable Bribery Law**"). No party shall place the other in breach of any Applicable Bribery Law.
- 15.2. Each party shall maintain in place throughout the term of this **Contract** its own adequate policies and procedures to ensure compliance by it and its personnel with the **Applicable Bribery Law**, and will enforce those policies and procedures as necessary to avoid any breach by it or its personnel of **Applicable Bribery Law**. Each party shall promptly answer reasonable enquiries from the other party relating to those policies and procedures.
- 15.3. The **Buyer** shall promptly report to **Suprem** any request or demand for any undue financial or other advantage of any kind received by the **Buyer** in connection with the performance of this Contract.
- 15.4. Breach of this Condition 15 shall be deemed a material breach and not capable of remedy.

## 16. Force Majeure

If **Suprem** is prevented, hindered or delayed from or in supplying **Products** by an event or circumstance beyond its control (including, without limitation; strikes, lockouts and other industrial disputes, accidents, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, reductions in or unavailability of power at manufacturing plant, breakdown of plant or machinery, or shortage or unavailability of raw materials from normal sources or routes of supply) or delay by the **Buyer** in the performance of any of its obligations under the **Contract** (each of the foregoing being a "Force Majeure Event") **Suprem** may, at its option and without any liability for any loss or damage suffered by **Buyer**:

- 16.1. Suspend deliveries while the Force Majeure Event (or its effects) continues (or continue)
- 16.2. Terminate any **Contract** so affected with immediate effect by written notice to the **Buyer**

## 17. No Partnership

Nothing in these Conditions and no action taken by the parties pursuant to these **Conditions** and any **Contract** made under them shall constitute a partnership, association, joint venture or other co-operative entity between the parties.

## 18. Governing Law

These **Conditions** and any **Contract** made under them are governed by, and shall be construed in accordance with, **Swiss law**, with the exclusion of the provisions of the UN Convention on the International Sale of Goods. All disputes are to be settled exclusively by arbitration in Lausanne (in the English language) under the **Rules of Arbitration** of the **International Chamber of Commerce** by one or more arbitrators appointed in accordance with such rules.