



## **General Terms and Conditions of Purchase (GTCP) of INTEGRA Biosciences AG Version dated April 2024**

### **1. General information**

All purchases (verbal or written) and contracts made by INTEGRA Biosciences AG are subject exclusively to these General Terms and Conditions of Purchase (GTCP). Exceptions are only permitted if they have been agreed in writing. These GPCP replace all previous GPCP.

General contractual or business terms and conditions of the supplier that contradict those of INTEGRA Biosciences AG shall only apply insofar as INTEGRA Biosciences AG expressly agrees to them in writing. This principle shall also apply if (1) the supplier refers to them in its order confirmations, delivery notes or similar documents and INTEGRA Biosciences AG does not expressly contradict them or (2) insofar as they only supplement these GPCP. The acceptance of deliveries and services by INTEGRA Biosciences AG shall not be deemed as consent to any deviating regulations of suppliers.

INTEGRA Biosciences AG reserves the right to amend these GPCP at any time. The current version can be viewed at any time on the INTEGRA Biosciences AG homepage.

### **2. Requests for quotation**

Suppliers shall submit their offers to INTEGRA Biosciences AG free of charge.

The supplier must expressly point out any deviations from INTEGRA Biosciences AG's enquiry. In principle he must adhere to the specifications and descriptions in the enquiry.

The supplier shall detail in its offer all costs incurred for taxes, fees, duties, transport, license fees, etc.

Unless the supplier expressly sets a different deadline in its offer, its offer shall be binding for 90 days from receipt by INTEGRA Biosciences AG.

### **3. Orders by INTEGRA Biosciences AG**

INTEGRA Biosciences AG expects an order confirmation for all orders (verbal or written) within 3 working days to [purchase-ch@integra-biosciences.com](mailto:purchase-ch@integra-biosciences.com). Any deviations from the order must be expressly indicated on the confirmation .

Additional documents outside the order are only binding for INTEGRA Biosciences AG if they have been issued or concluded in writing by its internally authorised bodies.

### **4. Prices and terms of payment**

The prices are quoted net, excluding any VAT to be charged, including costs for product packaging and any additional transport packaging required. VAT must be shown separately on the invoice by the supplier.

Price increases must be notified to INTEGRA Biosciences AG in writing at least 6 months before they come into effect . No price increases are possible for current orders (purchase orders or framework agreements) unless these have been expressly agreed in writing.

Unless otherwise agreed, payment shall be made within 60 days of receipt of the products or services.

INTEGRA Biosciences AG shall have the right to offset claims of the supplier against counterclaims. The assignment of claims of the supplier against the purchaser shall not be permitted. In the event of defects in the delivery, the purchaser shall have the right to withhold payments in full until the defects have been fully remedied.

Any payment made shall not constitute recognition of the delivery or service as being in accordance with the contract. In the event of defective or incomplete delivery, the purchaser shall be entitled, without prejudice to all other rights, to withhold payments on claims arising from the business relationship to a reasonable extent until proper fulfilment.

Payments shall be made in the currency of the order, unless otherwise agreed, in Swiss francs.

The order number of INTEGRA Biosciences AG must be stated on the invoice, or in the absence thereof, the contact details of the person placing the order and/or the project reference number stated.

The date of the payment instruction by the purchaser shall be decisive for the timeliness of payment. In the event of non-compliance with the payment deadline, the supplier shall send the purchaser a written reminder and grant a grace period of at least 30 days from receipt of the reminder. INTEGRA Biosciences AG shall be in default of payment at the earliest after receipt of a written reminder from the supplier.

## **5. Deliveries, delivery time, delay in delivery**

The delivery date specified in the order is binding. Timely delivery is deemed to be the punctual receipt of the contractual goods at the delivery address. The customer shall grant the supplier a delivery window of 0/3 working days.

In the event of imminent or recognizable delays in delivery, the supplier must notify the purchaser immediately in writing, stating the delay and the expected duration of the delay, and take all necessary measures to avoid a delay in performance or delivery.

If the supplier does not meet performance or delivery deadlines or if the defined specifications are not met, the supplier shall be in default without further ado, without the need for a reminder or setting of a grace period by INTEGRA Biosciences AG. In this case, INTEGRA Biosciences AG shall be entitled to declare cancellation and/or make covering purchases at the supplier's expense. The unconditional acceptance of a delayed service or delivery by INTEGRA Biosciences AG shall not constitute a waiver of any legal claims.

Unless otherwise agreed in individual cases, deliveries shall be made FCA (in accordance with the latest applicable Incoterms).

Excess or short deliveries (more than +/- 10%), partial deliveries or premature deliveries require the express prior authorization of INTEGRA Biosciences AG.

All deliveries must comply with the applicable EU regulations and the latest EN standards (where these are missing, DIN and/or VDE standards) as well as other standards and regulations customary in the industry, unless expressly agreed otherwise in writing. Consequently, the supplier undertakes, inter alia, to comply with the requirements of EC Regulation No. 2006/1907 (hereinafter REACH Regulation) and EU Directive 2011/65/EU (hereinafter RoHS Directive) in the version applicable at the time of delivery and to fulfil all obligations incumbent on a supplier under the REACH Regulation and the RoHS Directive. The supplier shall provide INTEGRA Biosciences AG with a current safety data sheet. In addition, the supplier shall fulfil its obligation to provide information without being requested to do so and without delay prior to delivery if a substance (substance of very high concern) is contained in a component or the packaging of a product in a mass concentration of more than 0.1 percent. This information must be sent to the e-mail address [purchase-ch@integra-biosciences.com](mailto:purchase-ch@integra-biosciences.com). The supplier guarantees that all goods comply with the requirements of the RoHS Directive and will also confirm RoHS conformity in writing in each case.

The supplier shall be responsible for the proper disposal of the goods at its own expense after the end of use. The statutory regulations must be complied with when disposing of the goods.

## **6. Packaging, delivery note, insurance, transfer of ownership**

The supplier is responsible for the correct packaging and must draw attention to any special features when removing it. Pendulum packaging shall be checked by INTEGRA Biosciences AG and discussed with the supplier.

Each delivery must be accompanied by a delivery note containing at least the INTEGRA order and article number(s) - preferably also as a barcode. In the absence of an order number, the contact details of the ordering party and/or the specified project reference number must be provided.

Transport (unless DAP) must be handled in accordance with the instructions of INTEGRA Biosciences AG.

The transfer of risk to INTEGRA Biosciences AG shall be determined in accordance with the Incoterms agreed in each case. In the case of delivery with installation or assembly, the risk shall only pass upon successful acceptance. If the products are returned to the supplier for any reason, the risk and liability shall pass back to the supplier when the products are made ready for transport.

Any prolonged or extended retention of title is excluded.

Unless otherwise stipulated by applicable law, in all cases the supplier is solely responsible for compliance with all export, import, transit and inspection regulations and formalities.

## **7. Safety and environmental protection**

Deliveries and services must comply with the statutory provisions, in particular the safety and environmental protection regulations.

The supplier guarantees that the products supplied by him and their use do not infringe any intellectual property rights of third parties. The supplier shall be fully liable for all consequences, whether for INTEGRA Biosciences AG or its customers, arising from any such alleged or actual infringement.

The instructions of INTEGRA Biosciences AG must be followed for the use of INTEGRA company logos and trademarks and their affixing to the products.

## **8. Production equipment, tools**

All production equipment (tools, drawings, models, etc.) and test equipment (e.g. test benches, etc.) that INTEGRA Biosciences AG makes available to the supplier at its own expense shall be the property of INTEGRA Biosciences AG and must be labelled as such. They may only be used for INTEGRA Biosciences AG. INTEGRA Biosciences AG shall have the sole right of disposal over them, and the supplier shall comply with its instructions.

As long as production equipment paid for in full or in part by INTEGRA Biosciences AG is with the supplier, the supplier shall bear the risk of loss, destruction and damage. If the supplier breaches its obligations, INTEGRA Biosciences AG shall be authorised to terminate all contracts immediately. In addition, INTEGRA Biosciences AG shall be entitled to compensation and to the surrender of the benefit it has realised (gross).

Unless otherwise agreed, the supplier shall be responsible for the maintenance of the production equipment.

## **9. Implementation plans, manufacturing and maintenance documents**

Prior to the start of production, execution plans must be submitted to INTEGRA Biosciences AG for approval upon request. Approval by INTEGRA Biosciences AG shall not release the supplier from its responsibility for full suitability and feasibility.

The definitive manufacturing and maintenance documents (execution plans, maintenance and operating instructions, spare parts lists, etc.) must be kept for the duration of production and for at least 10 years after the last delivery and must be handed over to INTEGRA Biosciences AG free of charge in the event of production being discontinued or the contract being cancelled. This shall apply to all manufacturing and maintenance documents.

## **10. Guarantee and warranty**

In addition to the quality and the agreed properties, the supplier guarantees that the delivered product is free of material and production defects and fully functional, that it complies with all regulations at the place of destination and that the necessary certificates of conformity, approvals, authorisations, etc. are available.

The warranty period is 24 months from the date of delivery. The same full warranty period applies to replacement deliveries, repairs and spare parts.

If the delivery proves to be defective, INTEGRA Biosciences AG shall be entitled to choose between the following rights: replacement or subsequent delivery, rectification, cancellation or compensation for the reduced value. In urgent cases or if the supplier fails to make the desired correction within the set period, INTEGRA Biosciences AG may procure a replacement elsewhere or remedy the defects (or have them remedied) at the supplier's expense. Should INTEGRA Biosciences AG permit a deviation from the agreed properties and/or specifications by means of a special release, this shall apply once and shall not imply that INTEGRA Biosciences AG will also accept further deliveries of the same deviation unless expressly agreed otherwise.

Defective parts may be returned to the supplier at the supplier's expense. INTEGRA Biosciences AG asks to issue a credit note for faulty deliveries in all cases .

If there are indications that a similar defect is present in all products supplied, INTEGRA Biosciences AG may carry out an exchange, even if the warranty period has already expired.

In all cases, we reserve the right to claim damages.

## **11. Inspection and notification of defects**

INTEGRA Biosciences AG shall only check the delivered contractual products or the services provided as part of its incoming goods inspection or in the course of the acceptance of services on a random basis for identity, delivery quantity and obvious transport damage. INTEGRA Biosciences AG shall not be obliged to carry out any further incoming goods or quality checks or other inspections vis-à-vis the supplier. The purchaser's immediate obligation to inspect and give notice of defects pursuant to Art. 201 of the Swiss Code of Obligations is waived. The purchaser may give notice of defects during the entire warranty period, which may take the form of complaints or any other suitable form. Payments already made shall not be deemed to be a waiver of the complaint. The incoming goods inspection or acceptance of services carried out by INTEGRA Biosciences AG shall not otherwise release the supplier from its obligation and sole responsibility for the quality control of the contractual products and services.

## **12. Liability**

If the delivered products cause damage to INTEGRA Biosciences AG, its organs or employees, in particular also if claims are asserted against INTEGRA Biosciences AG by third parties arising from (1) strict liability or (2) violation of official safety requirements and national or foreign product safety or product liability laws and regulations, which are attributable to the delivery of defective contractual products or the defective provision of services, the supplier shall be obliged to indemnify INTEGRA Biosciences AG against such claims and to pay compensation in full.

## **13. Property and intellectual property rights**

The purchaser reserves the right of ownership and intellectual property rights to drawings, plans, technical or other documents. Before passing them on to third parties, the supplier requires the express written consent of the purchaser.

## **14. Duty to provide information and clarification**

The supplier shall inform INTEGRA Biosciences AG in good time of any special technical requirements of the order and of any statutory, official and other regulations at the place of destination, insofar as they are of significance for the execution and use of the products. Furthermore, the supplier shall inform the purchaser in good time of any obstacles that may jeopardise the contractual fulfilment.

## **15. Confidentiality, secrecy**

All technical documents (production equipment, data, drawings, software, etc.) that INTEGRA Biosciences AG provides to the supplier for the manufacture of the product, as well as all commercial documents (e.g. orders and the associated content), must be treated confidentially and may only be used for the specific collaboration. This also applies in particular to products that have been specially developed for INTEGRA Biosciences AG. INTEGRA Biosciences AG shall be exclusively entitled to all rights thereto. All documents, including all copies and duplicates, must be returned to INTEGRA Biosciences AG immediately upon request.

The supplier shall treat its business relationship with INTEGRA Biosciences AG and all details thereof as confidential. Any reference to the cooperation between the supplier and INTEGRA Biosciences AG shall require the prior written consent of INTEGRA Biosciences AG.

The supplier shall be responsible for ensuring that the above confidentiality obligations are also imposed on its executive bodies, employees and legally authorised third parties.

The aforementioned obligations shall also apply in the context of contract negotiations and after termination of the contract. If no contract is concluded or after termination of the contract, INTEGRA Biosciences AG shall immediately return all documents of any kind provided or created in connection with the specific project to without being requested to do so.

## **16. Severability clause**

Should individual provisions of these GPCP prove to be invalid or unenforceable in whole or in part or become invalid or unenforceable as a result of changes in legislation after conclusion of the contract, this shall not affect the remaining provisions and the validity of the GPCP as a whole. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the meaning and purpose of the invalid provision.

## **17. Miscellaneous**

The supplier is obliged to inform INTEGRA Biosciences AG immediately in writing if there are any significant changes to its control or shareholding relationships compared to the relationships existing at the time the contract was concluded.

In the event of differences between different language versions of these GPCP, the German version shall prevail.

Transmission by fax or e-mail (or other equivalent forms of electronic exchange, provided that the parties have previously agreed to this form) shall be deemed to be in compliance with the written form.

The parties agree that documents in electronic form are equivalent to paper form and that they will not dispute the authenticity or accuracy of the documents for the sole reason that they are presented in electronic form and not in paper form.

## **18. Applicable law, place of jurisdiction**

The contracting parties shall initially endeavour to settle any differences by mutual agreement.

The exclusive place of jurisdiction shall be the registered office of INTEGRA Biosciences AG (currently 7205 Zizers). However, the purchaser shall be entitled to take legal action against the supplier at its registered office or at another place of jurisdiction.

All legal relationships between INTEGRA Biosciences AG and the supplier shall be governed exclusively by Swiss law, to the exclusion of the conflict of laws provisions of Swiss private international law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.