

Schedule 2

GENERAL TERMS & CONDITIONS OF PURCHASE ("Ts&Cs") of

Wander AG / Wander S.A. / Wander Ltd. , Neuenegg, Switzerland ("the Buyer")

Binding Purchase Order means a Purchase Order which has been accepted or is deemed accepted by the Supplier;

Buyer's Code of Conduct means the Buyer's policies and codes of conduct from time to time located at (www.wander.ch) or otherwise provided by the Buyer;

Delivery Point means the unloading point at the address stated in the Binding Purchase Order or such other address as is notified to the Supplier by the Buyer;

Goods means the goods to be supplied pursuant to a Binding Purchase Order (as referenced in the relevant Binding Purchase Order), together with, where applicable, all documents, manuals and instructions which pertain to them;

Insolvency Event means, in respect of a Party, such Party is unable to pay its debts, becomes insolvent or enters into liquidation or receivership, or suffers any event analogous to any of the above;

Intellectual Property Rights means patents, rights to inventions, trademarks, utility models, rights in confidential information (including know how and trade secrets) copyright, design rights, domain names, (and all similar or related rights existing anywhere in the world, whether registered or not and including any applications for the same and priority rights to obtain thereof);

Loss(es) means all direct, indirect or consequential losses, damages, expenses, costs, claims, fines, proceedings, or demands;

Purchase Order means an individual official numbered purchase order or any other written instructions placed by the Buyer for the supply of Goods or the performance of Services. At the Buyer's option (as formally communicated in writing by the Buyer), providing a PO number shall be deemed to amount to placing a Purchase Order;

Supplier means the legal entity or person to whom the Purchase Order is addressed; the Buyer and the Supplier are also referred to as a "Party" or jointly as the "Parties";

Service Completion Date means the date specified in the Service Description (or otherwise specified by the Buyer in writing prior to the date of the relevant Binding Purchase Order);

Service Description means the description of the Services contained or referred to in any Binding Purchase Order (or otherwise supplied to the Supplier by the Buyer in writing prior to the date of the relevant Binding Purchase Order);

Services means the services (if any) described or referenced in the Binding Purchase Order to be performed by the Supplier;

Specification means the specifications, drawings, samples or other descriptions of the Goods contained or referred to in any Binding Purchase Order (or otherwise supplied to the Supplier by the Buyer in writing prior to the date of the relevant Binding Purchase Order);

Supplies means the Goods and/or Services;

VAT means value added sales tax payable in Switzerland or any similar sales tax.

1. GENERAL

Use of any phrase introduced by the terms "including", "include", "in particular" or any similar

expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

2. INCORPORATION & VARIATION

- 2.1 These Ts&Cs apply to the Purchase Order to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. This shall apply in any case, even if the Buyer, being aware of the Supplier's general terms and conditions, allows the performance/delivery of the Supplies to be carried out without reservation. A Purchase Order becomes a Binding Purchase Order which is binding on Supplier once accepted or deemed accepted by Supplier. Acceptance may be in writing or in accordance with the terms of an agreement between Buyer and Supplier in respect of the same. Commencement of performance of the Supplies shall also be deemed acceptance by Supplier of the relevant Purchase Order. These Ts&Cs may not be varied unless agreed by the Buyer in writing.

3. INTELLECTUAL PROPERTY RIGHTS

Supplier hereby transfers to the Buyer and the Buyer acquires all Intellectual Property Rights created by the Supplier in the production, performance and delivery of the Supplies, without any limitation in time or territory, with effect at the latest from the date of provision to the Buyer of such Supplies. Supplier will execute and sign assignments of the same to the Buyer, with full title guaranteed, on request, without any additional fee. The Supplier will ensure that it does not infringe the Intellectual Property Rights of any third party during the manufacture or delivery of the Goods or the performance of the Services and hereby authorises the receipt, use, modification, sale, disposal and other exploitation by the Buyer of the Goods and Services (and outputs of the Services), without any limitations in time or territory, to the extent the relevant Intellectual Property Rights have not vested in or otherwise been assigned to the Buyer under this clause, including on all fields of exploitations enumerated in this clause, without any additional fee. Supplier shall ensure that the receipt, use, modification, sale, disposal and other exploitation by the Buyer of the Goods and Services (and outputs of the Services) does not infringe the Intellectual Property Rights of any third party. Supplier shall indemnify the Buyer in respect of all Losses incurred due to any such actual or alleged infringement. The price as specified under clause 7 includes all costs of transferring to the Buyer all Intellectual Property Rights referred to in this clause 3.

4. QUALITY

- 4.1 The Supplier warrants, represents and undertakes that:

- 4.1.1 the Goods and Services shall comply with the relevant Specifications and Service Descriptions in all respects and the Supplier shall comply with (and ensure the Supplies comply with as applicable) all statutory requirements and regulations relating to the manufacture, packaging, labelling, delivery and sale of the Goods and the performance of the Services as well as all relevant Swiss and European safety and environmental regulations and applicable safety requirements in force as at the date of delivery of Goods to the Buyer and/or performance of Services (as applicable);
- 4.1.2 the Goods shall be free from defects in design, quality, material and workmanship, shall be free from faults, and shall be fit for any purpose held out by the Supplier or made known to the Supplier or for which they are commonly used;
- 4.1.3 in producing and providing the Supplies the Supplier shall comply with any industry standards and certifications and shall on request of the Buyer, provide the Buyer with any required evidence of its compliance with such industry standards and certifications and with the Buyer's Code of Conduct;
- 4.1.4 the Services will be provided using appropriately qualified, skilled and trained personnel, and with due care and diligence and to such high standard of quality as is reasonable for the Buyer to expect in all the circumstances, and shall be fully completed to the Buyer's reasonable satisfaction by no later than the Service Completion Date.

5. TERMINATION

- 5.1 Buyer may cancel a Purchase Order prior to its acceptance, without liability to Supplier. Following its acceptance or deemed acceptance the Buyer may cancel a Binding Purchase Order in respect of all or part of the Supplies by giving notice to the Supplier at any time prior to completion of delivery or performance of the relevant Binding Purchase Order, in which event the Buyer's sole liability shall be to pay the Supplier the value for the work in progress relating to the cancelled Supplies, up to a maximum amount of the price for the cancelled Supplies.
- 5.2 The Buyer may terminate a Binding Purchase Order immediately by written notice to the Supplier and without liability to the Supplier if:
- 5.2.1 the Supplier suffers an Insolvency Event;
 - 5.2.2 there is a change in control of the Supplier. For the purpose of this clause, "control" means the ability to direct the affairs of another whether by voting or contractual rights or otherwise and whether directly or indirectly.
- 5.3 The Supplier may terminate a Binding Purchase Order immediately by written notice to the Buyer and without liability to the Buyer if the Buyer suffers an Insolvency Event.
- 5.4 The termination of a Binding Purchase Order, however arising, shall be without prejudice to the rights and remedies of the Buyer and of the Supplier accrued prior to termination. The Ts&Cs which expressly or impliedly have effect after termination shall remain in effect notwithstanding termination.

6. INDEMNITY & INSURANCE

- 6.1 The Supplier shall indemnify, keep indemnified, defend and hold harmless the Buyer in full against all Losses in respect of defective Supplies as well as any claim against the Buyer by any third party (including trade and consumers) to the extent the claim relates to (or seeks to recover Losses caused by or which relate to or arise from) the Supplies.
- 6.2 The Supplier shall at all times maintain in force as a minimum such insurance as it most recently disclosed to the Buyer prior to the date of the Binding Purchase Order and such insurance as is (i) required by law or (ii) is usual good industry practice to maintain by persons / legal entities engaged in business of the kind carried on by the Supplier. In any case, the Supplier shall at all times maintain in force product liability insurance with a lump sum coverage of at least [5 (five) million] CHF per incident of personal injury/property damage.
- 6.3 The Supplier will, on request, provide to the Buyer copies of certificates of insurance, together with satisfactory evidence of the payment of premiums, to demonstrate compliance with the above requirements.

7. PRICE

- 7.1 The price of the Supplies shall be as stated in the Binding Purchase Order, or as otherwise agreed between the Parties in writing. Such prices shall be exclusive of any applicable VAT (which shall only be payable by the Buyer on receipt of a valid VAT invoice) and shall be inclusive of all charges for packaging, carriage, insurance, and delivery of the Supplies to the Delivery Point and inclusive of any duties, taxes or levies other than VAT.
- 7.2 Should the Supplier reduce its prices or improve the sales conditions for the Supplies in the period between the occurrence of a Binding Purchase Order and the performance/delivery of the Supplies, the prices and conditions valid on the day of performance/delivery shall apply.
- 7.3 After the occurrence of a Binding Purchase Order, price increases and deteriorated sales conditions shall only become effective with the Buyer's express written consent. To avoid doubt, any price increasing provisions in any of the Supplier's terms do not apply to business relations between the Buyer and the Supplier.

8. **PAYMENT**

- 8.1 The Supplier shall invoice the Buyer in Swiss Francs (CHF) (or such other currency specified in the Binding Purchase Order) after delivery of the Goods and the Buyer is obliged to pay the invoice in Swiss Francs (CHF) (or such other currency specified in the Binding Purchase Order). Services shall be invoiced in arrears as detailed in the Binding Purchase Order or otherwise agreed in writing between the Supplier and the Buyer. Each invoice and packing list shall quote the Binding Purchase Order number, item number(s) and line item number(s). Invoices shall be sent to the "Bill To:" address shown on the relevant Binding Purchase Order(s).
- 8.2 The Buyer shall pay undisputed invoices thirty days from date of receipt of invoice or within such other period as detailed in the Binding Purchase Order. Interest shall apply at an annual rate of 5% in respect of late payment of invoices which fall due for payment under this clause 8. Buyer may withhold payment of disputed invoices and shall notify Supplier of any such dispute.
- 8.3 Buyer shall not be obliged to pay any invoice which is received more than 6 months following delivery/performance of the relevant Supplies. Payment does not imply acceptance of the Supplier's conditions and prices. The time of payment by the Buyer has no influence on the Supplier's warranties or on the Buyer's right to give notice of defects.
- 8.4 Without prejudice to any other right or remedy, the Buyer may set off any amount owing at any time from the Supplier to the Buyer against any amount payable by the Buyer to the Supplier in respect of Purchase Orders or any other agreement.

9. **DELIVERY / PERFORMANCE**

- 9.1 Unless agreed otherwise in writing, delivery of Goods shall be made by the Supplier, DDP (Incoterms 2020), to the Delivery Point on the date (and, where applicable, within the delivery time window) set out in the Binding Purchase Order or as otherwise agreed in writing. Goods delivered outside specified times remain at the Supplier's risk and may be refused by the Buyer. The delivery time for Goods and/or performance date for Services specified in the Binding Purchase Order is binding. The delivery period shall begin to run from the date of the occurrence of the Binding Purchase Order.
- 9.2 An advice/delivery note quoting the Supplier's name, the Binding Purchase Order number, the Supplier's stock number(s) and any additional information or documentation agreed in writing must accompany each delivery or consignment of Goods and must be displayed prominently on each delivery or consignment. Any required Certificate of Analysis, manufacturer's batch number or other manufacturing records should not be attached to the advice/delivery note but should be sent to the Buyer's designated Quality Assurance team. The Supplier shall retain samples of each batch of Goods delivered to the Buyer for at least one year and shall make a reasonable amount of such retained samples available to the Buyer upon request.
- 9.3 The Supplier must report immediately to the Buyer the occurrence of any event which is likely to affect delivery or the quality of the Supplies. Time is of the essence as to the delivery of the Supplies.

10. **RISK & TITLE**

- 10.1 Risk & Title in the Goods shall pass to the Buyer on delivery to the Delivery Point and shall be unconditional and without regard to payment of the price. However, if in individual cases the Buyer accepts in writing an offer of the Supplier for transfer of title conditioned by the payment of the purchase price, the Supplier's risk and retention of title shall terminate at the latest upon payment of the purchase price for the Goods delivered. The Buyer shall remain authorized to resell the Goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). The Buyer shall report obvious defects of the delivered/performed Supplies within 5 days of delivery/performance.
- 10.2 Material provided by the Buyer shall remain the title of the Buyer. If the Buyer's material is

processed, the title of the Buyer shall extend to the new item. In the event of processing, combining or mixing with third-party items, the Buyer shall acquire co-title in the ratio of the value of its material (purchase price plus VAT) to the third-party items at the time of processing, combining or mixing.

11. REMEDIES

- 11.1 Any remedy available to the Buyer is cumulative and is not in lieu of any other remedy. If any Supplies are not supplied in accordance with, or the Supplier fails to comply with, any of this Agreement, (including, without limit, these Ts&Cs) or if any Binding Purchase Order is not or is only partially fulfilled by the due delivery date / Service Completion Date, the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion and without liability to the Supplier:
- 11.1.1 in the event of material default by the Supplier, to cancel any Binding Purchase Order in whole or in part and require a full refund for the Supplies so cancelled (such refund to be paid forthwith by the Supplier). Material default for these purposes shall include but not be limited to, any breach of the Buyer's Code of Conduct or the Anti Bribery and Corruption Policy, and any breach of clause 4, 9.1, 13.6 or 13.9;
 - 11.1.2 to reject the Supplies (in whole or in part) and (in respect of Goods) return them to (or make the same available for collection by) the Supplier at the risk and cost of the Supplier and require a full refund for the Supplies so rejected (such refund to be paid forthwith by the Supplier);
 - 11.1.3 at the Buyer's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Supplies or to supply replacement Supplies and carry out any other necessary work to ensure that the Binding Purchase Order is fulfilled within a time limit specified by the Buyer;
 - 11.1.4 at the Buyer's option, to claim a reduced purchase price for the non-conforming Supplies;
 - 11.1.5 to carry out at the Supplier's expense any work necessary to make the Supplies comply with these Ts&Cs; and
 - 11.1.6 to claim such Losses as may have been sustained in consequence of the Supplier's default.
- 11.2 If any Binding Purchase Order is not or is only partially fulfilled by the due delivery date/Service Completion Date, the Buyer shall be entitled to cancel any other Binding Purchase Orders in whole or in part and require a full refund for the Supplies so cancelled (such refund to be paid forthwith by the Supplier), at its discretion and without liability to the Supplier, within a time limit set out in each Binding Purchase Order.
- 11.3 If there is any matter which may cause a safety risk to consumers arising from the Supplies or a potential recall or withdrawal of any Goods (or Buyer products which contain the Goods) the Supplier shall give advance notice to the Buyer as soon as possible of any action Buyer or Supplier is obliged to take and full details of the underlying issue. Except as required by law Supplier shall not seek to commence any recall or withdrawal of Goods or Buyer products without the prior written consent of Buyer. The Supplier shall indemnify, keep indemnified, defend and hold harmless Buyer from all Losses incurred or suffered as a result of recall or withdrawal of a product incorporating the Supplies to the extent that such arises as a result of the Supplies.

12. ASSIGNMENT AND SUB-CONTRACTING

The Supplier shall not assign or transfer or subcontract (or grant any security over) the whole or any part of its rights, remedies or obligations in connection with a Binding Purchase Order without the prior written consent of the Buyer.

13. MISCELLANEOUS

- 13.1 Any claims of the contracting parties to this Agreement shall become time barred in accordance with the statutory provisions.
- 13.2 Any waiver by the Buyer of any breach or default by the Supplier shall only be effective if granted in writing, and if so granted not be deemed a waiver of any subsequent or other breach or default.

- 13.3 If any provision of these Ts&Cs is held to be invalid or unenforceable it shall, to the extent of such invalidity or unenforceability be deemed severable and the remaining provisions, and the remainder of such provision, shall continue in full force and effect.
- 13.4 These Ts&Cs will not be enforceable by any person other than the Buyer and the Supplier.
- 13.5 Any notice required or permitted to be given by either Party to the other shall be in writing addressed to the other at its registered office or principal place of business. Notice (save for commencement of proceedings) may also be sent by email, to an approved e-mail address recipient (as notified by the recipient Party in writing), provided that no failed delivery or out of office message is received.
- 13.6 Each Party acknowledges that it may have access to, and become acquainted with, confidential information relating to the business or affairs of the other Party. Each Party specifically agrees that it will keep confidential, and will not use for any purpose other than the performance of (or the exercise of rights in respect of) the Binding Purchase Order and will not, subject to clause 13.7, without the prior written consent of the other disclose, directly or indirectly, to any third party, any confidential information of the other Party.
- 13.7 Where the Supplier supplies the Buyer with confidential information the Supplier agrees that the Buyer may disclose such information to Buyer affiliates, service providers and professional advisors under conditions of confidentiality.
- 13.8 Nothing prevents use or disclosure by either Party of information which is already in the public domain (other than due to default of such Party) or which such Party acquires independently of the other Party and without restriction on disclosure or use, or prevents disclosure to the extent required by law or regulation.
- 13.9 Supplier shall only use Buyer Intellectual Property Rights for the purpose of fulfilling Binding Purchase Orders and only to the extent authorised by the Buyer from time to time.
- 13.10 Supplier shall at all times comply with all economic and/or trade sanctions laws, regulations and any other binding measures of the UK, European Union, the United Nations, the United States of America or any other jurisdiction applicable to the Parties.
- 13.11 Save as cannot be excluded or limited by law, the Buyer's liability under or in connection with this Agreement shall be limited to payment of the price for the Supplies under the Binding Purchase Orders.
- 13.12 These Ts&Cs, any other terms applicable in respect of a Purchase Order and any dispute or claim arising out of or in connection with the same or their subject matter or formation, whether of a contractual or non-contractual nature, shall in all respects be governed by and construed in accordance with Swiss law. The Parties submit to the exclusive jurisdiction of the courts of Berne, Switzerland. However, nothing in this clause shall prevent the Buyer from seeking and obtaining injunctive or other equitable relief in such courts and jurisdictions as it sees fit. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to these Ts&Cs or any Purchase Order placed.