

General Terms and Conditions of Purchase (GTCP)

1. Scope of Application

- 1.1 These General Terms and Conditions of Purchase apply to all business relationships of ERNST GROB AG (hereinafter "Purchaser") with its suppliers, especially for the purchase of goods and services.
- 1.2 Deviating or additional terms and conditions, including in particular the supplier's general terms and conditions of sale, shall only apply if expressly agreed in writing.

2. Offer

- 2.1 By making an inquiry, the supplier is requested, as a specialist, to submit a free offer. The supplier must adhere to the descriptions, requirements, specifications, and the stated purpose of use as set out in the inquiry when making the offer. Any deviations must be expressly indicated in the offer. The supplier acknowledges an obligation to provide clarification. The offer is binding for 90 days unless another period is required or specified in the inquiry or the offer.

3. Order

- 3.1 Orders are only binding if they are given or confirmed in writing. This may be done by sending the original or a scanned copy.
- 3.2 Orders placed by telephone or other verbal means are only binding once confirmed unchanged by the supplier. If contract conclusion depends on an order confirmation, the purchaser is only bound if this confirmation does not deviate from the order. Any changes or additions to the order require the purchaser's express written consent.
- 3.3 All order attachments are an integral part of the order.

4. Prices

- 4.1 Unless otherwise agreed, prices are fixed prices. They include all costs for the fulfillment of the contract.

5. Delivery, Delivery Time, and Consequences of Delay

- 5.1 The delivery must take place on the agreed delivery date at the destination. Delivery deadlines are fixed dates; in the event of delay, default automatically occurs unless the parties agree otherwise in advance in the event of early notification of difficulties.
- 5.2 If the supplier must assume that the delivery cannot be made on time in whole or in part, the supplier must notify the purchaser immediately, stating the reasons and the expected duration of the delay.
- 5.3 Unless otherwise agreed, the compensation for delay is 1 percent of the price of the delayed delivery for each week of delay started after the occurrence of default, but no more than 10 percent in total. If the supplier is late with a partial delivery, the compensation for delay is calculated based on the price of the entire performance to be provided by the supplier whose use is impaired by the delay in the partial delivery. Payment of the compensation for delay does not release the supplier from the obligation to perform. Claims for damages by the purchaser remain reserved.
- 5.4 The supplier can only rely on the absence of necessary services to be performed by the purchaser if the supplier has requested them in due time. Partial deliveries and early deliveries are only permitted by agreement.
- 5.5 Under- or over-delivery of the ordered quantity is only permitted with the purchaser's written consent.

6. Packaging, Transport, Insurance, and Transfer of Risk

- 6.1 The conditions listed in the order apply to transport.
- 6.2 Unless otherwise agreed, the risk passes upon proper arrival at the destination specified in the order; in the case of delivery with installation, after completion of installation at the place of use. In the event of acceptance default or delays or impossibility of shipping for reasons not attributable to the supplier, the delivery is stored with the supplier under agreed conditions.
- 6.3 The transport risk is covered by the purchaser's transport insurance unless otherwise agreed in individual cases. The supplier bears full responsibility for proper packaging.
- 6.4 The supplier must draw attention to the need for special care when removing auxiliary structures, etc. Reusable packaging is only paid for if it is reasonably reimbursed upon return.

7. Export Control and Customs

- 7.1 The supplier undertakes to issue all documents and trade papers and to enclose them with the delivery as required by applicable legal requirements for import into Switzerland.
- 7.2 The supplier must provide us in writing with all information and data required for compliance with applicable export, customs, and foreign trade laws for export, transfer, and import, as well as in the case of resale for re-export of goods and services.

- 7.3 For goods, the customs tariff number of the country of origin must be specified; for listed goods, the national list number as well as the US list number if the goods are subject to US re-export regulations.

- 7.4 Preferential certificates of origin as well as declarations of conformity and conformity marks of the country of origin or destination must be submitted without request; non-preferential certificates of origin upon request.

8. Warranty

- 8.1 The supplier guarantees, as a specialist, that the delivery item is free from defects that could impair its suitability for the intended use, that it has the warranted characteristics, and meets the prescribed services and specifications. The supplier must draw attention to any possible properties that could affect appropriate use. The delivery item must comply with recognized rules of technology, relevant safety and accident prevention regulations, public law regulations at the destination and place of use, and/or the regulations specified in the order. The supplier also guarantees that the delivery item complies with the relevant applicable legal standards and industry guidelines on product safety and environmental protection and provides the purchaser with the corresponding declarations of conformity and further documentation.
- 8.2 The warranty period begins with the acceptance of the delivery item after the complete provision of all deliveries and services and ends 24 months after acceptance.
- 8.3 The purchaser is entitled to claim for defects throughout the warranty period, regardless of when the defect is discovered. If defects occur during the warranty period, the supplier must remedy them at their own expense without delay (within 5 days of discovery), even if the remedy requires a disproportionately high effort. The supplier is liable for sub-contractors and their delivery items as for its own performance.
- 8.4 For replacement deliveries and subsequent improvements, a 24-month warranty applies from commissioning or use, etc.

9. Withdrawal

- 9.1 If the supplier is in default regarding delivery or warranty work pursuant to section 7.3 and, in the case of non-fixed transactions, a reasonable grace period has also expired without success, the purchaser may withdraw from the contract and waive delivery.
- 9.2 If it becomes apparent before the due date of delivery that the supplier will exceed the delivery date, the purchaser may also withdraw from the contract and waive delivery.
- 9.3 The purchaser is also entitled to withdraw if, during the course of manufacture, it becomes foreseeable that the delivery item will not be suitable for the intended purpose.
- 9.4 If it becomes apparent during commissioning that the delivery item does not have the warranted characteristics, the purchaser may withdraw from the contract and make the delivery item available at the place of use. Payments made by the purchaser must be refunded.
- 9.5 Statutory claims of the purchaser in the event of delay or defective delivery by the supplier remain reserved.
- 9.6 If the purchaser withdraws from the contract due to force majeure according to section 19.1, the supplier is entitled to remuneration for the contractual services provided up to the date of withdrawal. Claims for damages are excluded.

10. Right of Inspection, Labelling Obligation

- 10.1 The purchaser is entitled to monitor the progress of work; this does not change or restrict the supplier's obligation to fulfill the contract as agreed.
- 10.2 The supplier is obliged to label the delivery item so that it is permanently recognizable as their product, or to label the delivery item according to the purchaser's specifications. Any dangers in the event of improper use must be indicated.

11. No Infringement of Third-Party Rights

- 11.1 The supplier is liable for the entire service life of its delivery items to ensure that neither the delivery nor the use of the delivery items infringes third-party rights (patents, designs, models, etc.). The supplier shall fully indemnify the purchaser against all third-party claims and compensate the purchaser for any damages resulting from the infringement of intellectual property rights of third parties such as patents, copyrights, trademarks, and the like by delivery items of the supplier. The purchaser shall notify the supplier promptly of such claims. Upon request, the supplier undertakes to join any legal proceedings brought against the purchaser or the purchaser's end customers or to take over the proceedings in place of the purchaser or the purchaser's end

customers at its own expense and/or to bear the costs and compensation incurred in connection with the proceedings.

12. Installation

- 12.1 If the supplier is also obliged to install, this is covered by the delivery price unless a special remuneration is agreed.

13. Work at the Purchaser

- 13.1 For work at the purchaser or at third parties designated by the purchaser, our General Maintenance and Repair Conditions are binding in addition to these general terms and conditions of purchase.

14. Drawings and Operating Instructions

- 14.1 Before starting production, execution drawings must be provided to the purchaser for approval upon request, unless otherwise agreed. Approval by the purchaser does not release the supplier from responsibility for functional suitability and feasibility.
- 14.2 The final execution plans, maintenance, operating, and safety instructions, spare parts lists for proper operation and maintenance of the delivery as well as all agreed documents and certificates must be provided to the purchaser free of charge by the agreed date, or at the latest upon delivery if no such date is agreed.

15. Confidentiality and Data Protection

- 15.1 All information, drawings, etc., provided by the purchaser to the supplier for the manufacture of the delivery item may not be used for own use or benefit, nor for other purposes, duplicated, or made available to third parties. Any copyrights remain with the purchaser. Upon request, all documents, including all copies or reproductions, must be immediately returned to the purchaser. If delivery does not take place, the supplier must return the documents to the purchaser without being asked.
- 15.2 The supplier must treat orders and related work or deliveries confidentially.
- 15.3 Both contracting parties are obliged to comply with the applicable data protection legislation. Both contracting parties are aware that, in the course of their business relationship, personal data about the other contracting party, its employees, and third parties involved by it may be processed. Both contracting parties obtain the necessary consents from employees and third parties and agree and consent to such data being used for the administration and maintenance of the business relationship. The contracting parties further agree that one contracting party may have the aforementioned data processed by (data protection-compliant) third parties in Switzerland and abroad for the purpose of contract and invoice processing.

16. Intellectual Property

- 16.1 If the service contractually agreed with the supplier consists of a development or project assignment, the work result and the rights thereto (including all patentable inventions and know-how) belong to the purchaser. The supplier assigns these rights to the purchaser and undertakes that it and its personnel will do everything necessary to transfer such rights to the purchaser and to have them protected by patent.

17. Use of Subcontractors

- 17.1 The supplier must ensure that subcontractors comply with the supplier's obligations to the purchaser and are bound by them. The supplier is liable for the services and omissions of subcontractors as for its own services and omissions.

18. Payment

- 18.1 Unless otherwise agreed, payment is due within 30 days of receipt of the delivery and the invoice, but not before acceptance of the delivery item after full provision of all deliveries and services; setoff with counterclaims is reserved. In the event of late submission of agreed documents, the payment period is extended accordingly.
- 18.2 Payment does not constitute a waiver of warranty or defect claims.

19. Advance Payments

- 19.1 For advance payments, the supplier must provide a down payment invoice and, upon request, an irrevocable bank guarantee for the purchaser free of charge, valid until acceptance of the delivery item after full provision of all deliveries and services.
- 19.2 Advance payments must be requested, including the agreed documents, and are subject to the aforementioned payment conditions.

20. Liability and Product Liability

- 20.1 The supplier is fully liable under the legal provisions for all damages suffered by the purchaser or third parties due to defective or faulty delivery items, non-contractual performance, or culpable violation of its contractual or legal obligations.

- 20.2 The supplier shall indemnify the purchaser on first demand from all third-party claims asserted against the purchaser in connection with a defective product supplied by the supplier, in particular based on national and international product liability regulations.

- 20.3 The supplier shall also bear all costs in connection with a product recall if caused by a defect in its delivery. This also applies to reasonable costs of legal prosecution and defense.

- 20.4 Further statutory or contractual claims of the purchaser remain unaffected. In particular, the supplier is also liable for damages resulting from necessary recalls, production stoppages, contractual penalties against customers, or other consequential damages if these are due to the supplier's fault.

21. Force Majeure

- 21.1 The contracting parties are not liable for non-performance of contractual obligations due to force majeure. Events of "force majeure" are circumstances that arise after conclusion of the contract, are unforeseeable, and objectively unavoidable.
- 21.2 The contracting party invoking force majeure is obliged to notify the other party in writing of its occurrence and the expected duration without delay. Otherwise, it cannot rely on force majeure.
- 21.3 Upon request, the supplier must provide the purchaser with a certified confirmation of the circumstances claimed to constitute force majeure.

22. Place of Performance

- 22.1 The place of performance is the receiving point specified by the purchaser or, if none is specified, the purchaser's registered office.

23. Compliance with Labour Law and Labour Market Regulation

- 23.1 The supplier guarantees the purchaser that it complies with the applicable occupational health and safety regulations, the applicable working conditions, in particular the provisions on wages, working hours, wage supplements, social security benefits, and the provisions on equal treatment of women and men with regard to pay equality. The supplier guarantees that any necessary permits (in particular residence and work permits) for the personnel deployed for the purchaser are continuously available and that it continuously complies with the other labor market regulations (such as the prohibition of illegal employment, requirements for secondments, etc.). The supplier also undertakes to comply with the currently valid Code of Conduct for ERNST GROB AG suppliers.

24. Applicable Law, Place of Jurisdiction

- 24.1 Should any provision of these terms and conditions be wholly or partially invalid, the contracting parties shall replace this provision with a new agreement that comes as close as possible to its legal and economic success.
- 24.2 The legal relationships are governed by Swiss law, in cross-border transactions as well.
- 24.3 The exclusive place of jurisdiction is the purchaser's registered office. However, the purchaser is also entitled to bring action before any other competent court.