



SWITZERLAND

ERNST GROB AG, Rohrgasse 9, CH-8708 Männedorf

General Terms and Conditions of Purchase (GTCP)

1. Scope

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

2. Offer

- 2.1 By submitting an enquiry, the supplier is requested, as a specialist, to provide a free-of-charge offer. In its offer, the supplier shall comply with the descriptions, requirements, specifications and the stated intended use. Any deviations must be expressly indicated in the offer. The supplier acknowledges a duty to inform. The offer shall be binding for 90 days, unless a different period is requested or stated in the enquiry or in the offer.

3. Order

- 3.1 Orders shall be binding only if placed or confirmed in writing. This may be done by transmitting the original or a scanned copy.
- 3.2 Orders placed by telephone or otherwise verbally shall become binding only if confirmed by the supplier without modification. If the conclusion of the contract is made dependent on an order confirmation, the Purchaser shall be bound only if such confirmation contains no deviations from the order. Any changes or additions to the order require the Purchaser's express written consent.
- 3.3 All appendices to the order form an integral part of the order.

4. Prices

- 4.1 Unless otherwise agreed, prices shall be fixed prices. They include all costs for the performance of the contract.

5. Delivery, Delivery Time and Consequences of Delay

- 5.1 Delivery shall be made on the agreed delivery date at the place of destination. Delivery dates are fixed dates and, in the event of delay, default shall occur automatically, unless the parties agree on another solution upon early notification of difficulties.
- 5.2 If the supplier must assume that delivery in whole or in part cannot be made on time, it shall inform the Purchaser without delay, stating the reasons and the expected duration of the delay.
- 5.3 In the event of delayed delivery and unless otherwise agreed, the delay compensation shall be 1 percent per commenced week of delay from the occurrence of default, but not more than 10 percent of the price of the delayed delivery in total. If the supplier is in default with a partial delivery, the delay compensation shall be calculated on the price of the entire performance to be rendered by the supplier, the use of which is impaired by the delay of the partial delivery. Payment of the delay compensation does not release the supplier from its obligation to perform. The assertion of further claims for damages remains reserved.
- 5.4 The supplier may invoke the absence of necessary services to be provided by the Purchaser only if it requested them in due time.
- 5.5 Partial deliveries and early deliveries are permitted only by agreement.
- 5.6 Under- or over-delivery of the ordered quantity is permitted only with the Purchaser's written consent.
- 5.7 Without complete documentation, the delivery shall be deemed not to have been performed in accordance with the contract.

6. Packaging, Transport, Insurance and Transfer of Risk

- 6.1 The transport conditions stated in the order shall apply.
- 6.2 Unless agreed otherwise, risk shall pass upon proper arrival at the place of destination specified in the order; in the case of delivery with installation, upon completion of installation at the place of use. In the event of the Purchaser's default of acceptance or in the event of delays or prevention of shipment for reasons not arising on the

supplier's side, the delivery shall be stored at the supplier's premises in accordance with conditions to be agreed.

- 6.3 The transport risk is covered by the Purchaser's transport insurance, unless otherwise agreed in an individual case.
 - 6.4 The supplier bears full responsibility for proper packaging. The supplier must draw attention to the need for special care when removing auxiliary structures and the like. Reusable packaging shall be paid for only if adequately reimbursed upon return.
- ### 7. Export Control and Customs
- 7.1 The supplier undertakes to issue and enclose with the delivery all documents and commercial papers required under the applicable legal requirements for import into Switzerland.
 - 7.2 The supplier shall provide us in writing with all information and data that we require to comply with applicable export, customs and foreign trade law for export, transfer and import, as well as, in the case of onward sale, for re-export of the goods and services.
 - 7.3 For goods, the customs tariff number of the country of origin must be stated; for listed goods, the national list number must also be stated as well as that of the USA if the goods are subject to U.S. re-export regulations.
 - 7.4 Preferential proofs of origin as well as declarations of conformity and conformity marks of the country of origin or destination must be provided without request; non-preferential certificates of origin upon request.

8. Warranty

- 8.1 As a specialist, the supplier warrants that the item supplied has no defects that could impair its suitability for the intended use, that it has the warranted characteristics and complies with the prescribed performance and specifications. The supplier shall draw the Purchaser's attention to any possible characteristics that could impair use for the intended purpose. The item supplied must comply with the recognized rules of technology, the relevant safety and accident-prevention regulations, the public-law regulations at the place of destination and the place of use and/or the regulations listed in the order. The supplier also warrants that the item supplied complies with the respectively applicable relevant statutory standards and industry guidelines on product safety and environmental protection and shall hand over to the Purchaser the corresponding declarations of conformity and further documentation.
 - 8.2 The warranty period begins upon acceptance of the item supplied after full performance of all deliveries and services and ends 24 months after acceptance.
 - 8.3 The Purchaser is entitled to give notice of defects throughout the entire warranty period, regardless of when the defect was discovered. If defects occur during the warranty period, the supplier shall remedy them at its own expense without delay (within 5 days of becoming aware), even if the remedy involves considerable effort. The supplier shall be liable for subcontractors and their supplied items as for its own performance.
 - 8.4 Replacement deliveries and subsequent improvements shall be subject to a 24-month warranty from commissioning, use, etc.
- ### 9. Withdrawal
- 9.1 If the supplier is in default with the delivery or with warranty work pursuant to clause (5/8) and, in the case of non-fixed-date transactions, an appropriate grace period has also expired without success, the Purchaser may withdraw from the contract and waive the delivery.
 - 9.2 If, even before the delivery becomes due, it becomes apparent that the supplier will exceed the delivery date, the Purchaser may likewise withdraw from the contract and waive the delivery.
 - 9.3 The Purchaser shall also have a right of withdrawal if, during manufacture, it can be foreseen that the item supplied will not be suitable for the intended purpose.

9.4 If, during commissioning, it becomes apparent that the item supplied does not have the warranted characteristics, the Purchaser may withdraw from the contract and make the item supplied available at the place of use. Payments made by the Purchaser shall be refunded.

9.5 The Purchaser's statutory claims in the event of delay or defective delivery by the supplier remain reserved.

9.6 If the Purchaser withdraws from the contract for reasons of force majeure pursuant to clause (19), the supplier shall be entitled to remuneration for the contractual services rendered up to the date of withdrawal. Claims for damages are excluded.

10. Right of Inspection, Labelling Obligation

10.1 The Purchaser is entitled, upon reasonable prior notice, to conduct audits at the supplier's premises or to have them conducted by third parties in order to verify compliance with contractual obligations. This neither changes nor restricts the supplier's duty to perform in accordance with the contract.

10.2 The supplier is obliged to label the item supplied so that it can be permanently identified as its product, or to mark the item supplied in accordance with the Purchaser's instructions. Any hazards in the event of improper use must be indicated.

11. No Infringement of Third-Party Rights

11.1 For the entire service life of its supplied items, the supplier warrants that delivery and use of the supplied items do not infringe third-party protective rights (patents, designs, models, etc.). The supplier shall fully hold the Purchaser harmless from all third-party claims and shall compensate the Purchaser for all damages incurred arising from the infringement of third-party intellectual property rights such as patents, copyrights, trademarks and the like by the supplier's supplied items. The Purchaser shall notify the supplier of such claims in a timely manner. At the Purchaser's request, the supplier undertakes to join any legal proceedings brought against the Purchaser or the Purchaser's end customers, or to conduct 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 consequences associated with the proceedings.

12. Installation

12.1 If the supplier is also obliged to perform installation, this is included in the delivery price, unless separate remuneration has been agreed.

13. Work at the Purchaser's Premises

13.1 In the case of work at the Purchaser's premises or at third parties designated by the Purchaser, in addition to these General Terms and Conditions of Purchase, our General Maintenance and Repair Conditions (AIRB) shall also be binding.

14. Purchaser's Supplies

14.1 Materials, tools, devices, drawings and other documents provided by the Purchaser remain the property of the Purchaser. They must be stored separately by the supplier, marked as the Purchaser's property and handled with care.

14.2 Use for third parties or for the supplier's own purposes is not permitted.

14.3 In the event of loss or damage, the supplier shall be fully liable.

15. Drawings and Operating Instructions

15.1 Before production begins, execution drawings must be made available 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.

15.2 The final execution plans, maintenance, operating and safety instructions, spare parts lists for proper operation and proper maintenance of the delivery, as well as all agreed documents and certificates, must be handed over to the Purchaser free of charge on the agreed date or, if no such date exists, at the latest upon delivery.

16. Confidentiality and Data Protection

16.1 All information, drawings, etc. that the Purchaser provides to the supplier for the manufacture of the item supplied may neither be used for copying for the supplier's own use or benefit nor for other purposes, reproduced or made accessible to third parties. Any copyrights belong to the Purchaser. Upon request, all documents including all copies or reproductions must be returned to the Purchaser without delay. If no delivery takes place, the supplier must return the documents to the Purchaser without being requested to do so.

16.2 The supplier shall treat orders and the associated work or deliveries confidentially.

16.3 Both contracting parties are obliged to comply with the respective applicable data protection legislation. Both contracting parties are aware that, within the framework of their business relationship, personal data about the other contracting party, its employees and third parties engaged by it may be processed. Both contracting parties shall obtain the corresponding required consent declarations from employees and third parties and agree and consent that such data may be used for the handling and maintenance of the business relationship. The contracting parties further agree that one contracting party may have the aforementioned data processed by third parties (who are obliged to comply with data protection) in Switzerland and abroad for the purposes of contract and invoice processing.

17. Intellectual Property

17.1 If the contractually agreed service with the supplier consists of a development or project planning order, the work result and the rights thereto (including all protectable inventions and know-how) shall 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 under patent law.

18. Engagement of Subcontractors

18.1 The supplier shall ensure that subcontractors comply with and are bound by the supplier's obligations towards the Purchaser. The supplier shall be responsible for acts and omissions of subcontractors in the same way as for its own acts and omissions.

19. Payment

19.1 Unless otherwise agreed, payment shall be made within 30 days after receipt of the delivery and the invoice, but in no event before acceptance of the item supplied after full performance of all deliveries and services; set-off against counterclaims remains reserved. If agreed documents are delivered late, the payment period shall be extended accordingly.

19.2 Payment does not constitute a waiver of the assertion of warranty rights or notices of defects.

19.3 The Purchaser is entitled to withhold payments in whole or in part in the event of defects or non-contractual performance.

20. Advance Payments

20.1 For advance payments, the supplier shall provide an advance invoice and, upon request, an irrevocable bank guarantee free of charge for the Purchaser, valid until acceptance of the item supplied after full performance of all deliveries and services.

20.2 Advance payments must be requested with the agreed documents enclosed and are subject to the aforementioned payment terms.

21. Liability and Product Liability

21.1 The supplier shall be liable without limitation in accordance with statutory provisions for all damages suffered by the Purchaser or third parties due to defective or faulty supplied items, due to non-contractual performance, or due to culpable breach of its contractual or statutory obligations.

- 21.2 Upon first demand, the supplier shall indemnify the Purchaser against all third-party claims asserted against the Purchaser in connection with a defective product of the supplier, in particular on the basis of national and international product liability regulations. The supplier shall also bear all costs in connection with a product recall if this is based on a defect in its delivery. This also applies to reasonable costs of legal enforcement and defence.
- 21.3 The supplier undertakes to maintain public liability and product liability insurance with coverage of at least CHF 10 million per event of loss and to provide evidence thereof to the Purchaser upon request.
- 21.4 Further statutory or contractual claims of the Purchaser remain unaffected. In particular, the supplier shall also be liable for damages arising from necessary recall actions, production stoppages, contractual penalties vis-à-vis customers or other consequential damages, provided that these are attributable to fault on the part of the supplier.
- 22. Force Majeure**
- 22.1 The contracting parties shall not be liable for non-performance of contractual obligations caused by events of force majeure. "Force majeure" means circumstances occurring after conclusion of the contract that are unforeseeable and objectively unavoidable.
- 22.2 The contracting party invoking force majeure is obliged to notify the other party in writing without delay of its occurrence and the expected duration. Otherwise, it may not rely on force majeure.
- 22.3 Upon request, the supplier shall provide the Purchaser with a certified confirmation of the circumstances that it intends to be understood as force majeure.
- 22.4 Delivery delays due to force majeure affecting the supplier or its sub-suppliers entitle the Purchaser to withdraw from the contract in whole or in part if the delay exceeds a reasonable period.
- 23. Place of Performance**
- 23.1 The place of performance is the receiving point specified by the Purchaser or, if none is specified, the Purchaser's registered office.
- 24. Compliance with Employment Law and Labour Market Regulation**
- 24.1 The supplier warrants to the Purchaser that it complies with applicable occupational safety regulations and the applicable working conditions, in particular provisions on wages, working hours, wage supplements, social benefits, and the provisions on equal treatment of women and men with regard to equal pay. The supplier warrants to the Purchaser that any required permits (in particular residence and work permits) for the personnel deployed for the Purchaser are available at all times and that it continuously complies with other labour market regulation (such as the prohibition of undeclared work, requirements for postings, etc.). The supplier also undertakes to comply with the currently valid Supplier Code of Conduct of ERNST GROB AG.
- 25. Compliance**
- 25.1 The supplier undertakes to comply with all applicable laws, in particular regarding anti-corruption, competition law and international sanctions.
- 26. Governing Law, Place of Jurisdiction**
- 26.1 Should any provision of these terms prove to be wholly or partially invalid, the contracting parties shall replace that provision with a new agreement that comes as close as possible to its legal and economic effect.
- 26.2 The legal relationships are governed exclusively by substantive Swiss law.
- 26.3 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 26.4 The exclusive place of jurisdiction is the Purchaser's registered office. However, the Purchaser is also entitled to bring proceedings before any other competent court.