

General Conditions of Purchase

1 General

- 1.1 These General Terms and Conditions of Purchase shall apply to any purchase order and any contract for the supply of goods and/or services (collectively "Goods") by the Supplier to Designwerk Technologies AG, Wülflingerstrasse 147, 8408 Winterthur, Switzerland, or Designwerk Europe GmbH, Feldwiesenstrasse 8, 79807 Lottstetten, Germany (each hereinafter referred to as "Buyer").
- 1.2 Additional or different terms and conditions proposed by the Supplier, in particular the Supplier's terms and conditions of sale and delivery, shall not apply and are expressly rejected by the Buyer, even if (1) the Supplier expressly refers to other terms and conditions during the business relationship with the Buyer or (2) they are not expressly rejected by the Buyer in an individual order or (3) the Buyer accepts and pays for the Goods delivered by the Supplier.

2 Conclusion of Contract, Amendments and Supplements

- 2.1 Offers of the Supplier are free of charge. In such quotations, the Supplier shall expressly point out any deviations from the Buyer's request for quotation and any ambiguities, omissions or technical specifications contained therein which may affect the suitability of the Goods for the intended purpose or with regard to the state of the art or applicable laws and regulations.
- 2.2 Orders placed by the Buyer or changes or additions thereto shall only be binding if they are placed or confirmed in writing. The sketches, drawings, specifications, etc. referred to in the order are an integral part of the order.
- 2.3 If an order is not accepted by the Supplier within three (3) working days, the Buyer is entitled to withdraw it. The withdrawal does not entitle the Supplier to assert any claims.
- 2.4 Deviations from the order shall be expressly referred to in the order confirmation. Such deviations shall only become part of the contract if they are accepted by the Buyer in writing.
- 2.5 The order confirmation must contain at least the following information: Type and quantity of goods or services to be delivered, Buyer's order number, Buyer's item number, country of origin, price, Incoterm, as well as terms of payment.
- 2.6 After the conclusion of the contract, the Buyer shall remain entitled to request reasonable changes with regard to the specifications, manufacture or delivery of the Goods. To the extent that such changes result in an increase or decrease in the Supplier's costs or a change in the delivery date, the Supplier shall inform the Buyer within one calendar week at the latest. The resulting change order shall be mutually agreed between the parties.

3 Delivery Time

- 3.1 The agreed delivery dates and/or delivery periods are of the essence and binding. The delivery periods begin on the day on which the Buyer receives the unconditional order confirmation from the Supplier. If the Goods are not received at the agreed place and delivery date, the Supplier shall automatically be in default.
- 3.2 Partial deliveries, or early deliveries of more than three working days, require the prior consent of the Buyer.
- 3.3 The Supplier shall inform the Buyer without delay of any circumstances that have occurred or are likely to occur that may affect the agreed delivery date and of the expected duration of the delay. The Supplier shall use its best endeavours to minimise the delay or to procure substitute products or services from third parties.
- 3.4 Delays caused by missing information, documents or items to be supplied by the Buyer shall only be excusable to the extent that the Supplier has requested the timely delivery of

such documents or items or if it has notified the Buyer in good time that documents are missing.

- 3.5 Except in the case of force majeure, but otherwise solely due to the delay and without the Buyer having to prove any damage, the Supplier shall pay a penalty of 0.1% of the contract price for each calendar day of delay, up to a maximum of 10% of the contract price for the delivery in question. Shortages of raw materials or delays caused by subcontractors or sub-suppliers do not exonerate the Supplier, unless these delays are also due to force majeure. The statutory right of the Buyer to claim damages in excess of the contractual penalty is reserved.
- 3.6 If the agreed delivery date is exceeded by more than 4 weeks, the Buyer may withdraw from the contract immediately after the fruitless expiry of a grace period of one week.
- 3.7 If it is foreseeable that the agreed delivery date will not be met, the Buyer may withdraw from the contract prematurely. In this case, the Supplier is obliged - in addition to all other legal remedies available to Buyer - to refund all payments already made plus 5% interest per year.

4 Shipping and Packing

- 4.1 The Supplier shall ship the Goods in accordance with the Buyer's shipping and invoicing instructions.
- 4.2 The transport or shipping packaging must be such that the Goods are effectively protected against damage and corrosion during transport and subsequent storage. The Supplier shall be liable for damage caused by improper packaging.
- 4.3 The Supplier shall be liable for all costs and expenses incurred as a result of not following the Buyer's instructions regarding transport or customs clearance.
- 4.4 The risk of accidental loss or destruction of the Goods(s) shall pass to the Buyer in accordance with the Incoterm agreed in the order; in the absence of an agreed Incoterm, the Goods shall be shipped DAP named place of delivery, Incoterms 2020 or latest edition. If acceptance tests at the Buyer's works have been agreed, the risk shall pass after successful completion of these tests.
- 4.5 Each delivery shall be accompanied by a detailed delivery note containing at least the data and information prescribed in the Buyer's Shipping and Invoicing Instructions.

5 Prices, Invoicing, Terms of Payment and Transfer of Ownership

- 5.1 The agreed prices are fixed and can only be changed by mutual agreement of the parties.
- 5.2 The statutory value added tax shall be shown as a separate item on the invoice.
- 5.3 Unless otherwise agreed, a separate invoice shall be issued for each order. Invoices must be sent separately for each delivery.
- 5.4 The invoices must comply with the Buyer's applicable Shipping and Invoicing Instructions.
- 5.5 Unless otherwise agreed and subject to proper delivery of the Goods and related documents, payment shall be made within 60 days of receipt of a properly issued invoice, (except in the case of advance payments) but no earlier than 60 days after receipt of the Goods.
- 5.6 Defects in the Goods or missing documents entitle the Buyer to withhold an appropriate part of the agreed price until the defects have been remedied or the agreed documents have been submitted.
- 5.7 Invoices that do not meet the aforementioned requirements will not be processed until a properly prepared invoice is submitted and the corresponding payment will be withheld.
- 5.8 Unless otherwise agreed, advance payments require the presentation of an irrevocable bank guarantee payable on first demand from a first-class bank in the Buyer's country.
- 5.9 If the Supplier has undertaken to install or assemble the Goods and no other agreement has been made, the Supplier shall bear all costs such as travel expenses, accommodation,

provision of tools, allowances, etc. The Supplier shall also bear the costs for the installation or assembly of the Goods.

- 5.10 Ownership of the Goods shall pass to the Buyer on the earlier of the following dates: a) delivery, b) payment in advance in full.

6 Incoming Goods Inspections

- 6.1 The Buyer shall inspect the Goods upon receipt only for transport damage and other obvious defects as well as for identity and quantity.
- 6.2 In the ordinary course of business, at the latest within one month after receipt, the Buyer shall randomly inspect the Goods for compliance with the agreed specifications.
- 6.3 If more than 20% of the Goods in a consignment do not meet the agreed specifications and quality standards, the Buyer is entitled to reject the entire delivery. It is then the Supplier's responsibility to inspect the rejected Goods and to sort out the good quality Goods.

7 Warranty, Notices of Defects

- 7.1 The Supplier warrants that the Goods shall in all respects comply with the terms of the contract, perform as agreed, be new and state of the art and fit for the purpose for which they were purchased. The Goods shall also comply with all applicable standards, laws and regulations (including but not limited to those relating to the environment, health and accident prevention) in force at the place of delivery specified in the order.
- 7.2 It is presumed that a defect was already present at the time of the transfer of risk if the defect appears no later than six months after the transfer of risk.
- 7.3 Defects shall be notified to the Supplier within two calendar weeks of discovery.
- 7.4 The warranty period shall be 24 months and, unless otherwise agreed by the parties, shall commence upon delivery of the Buyer's products to its customer, but shall end no later than 48 months (60 months in the case of serial defects) after receipt of the Goods by the Buyer. A serial defect shall be deemed to exist if - within a period of 60 months after receipt by the Buyer - more than 5% of the Goods show the same defect - and the defect is due to the same cause.
- 7.5 For purchased spare parts, the warranty period is two years after installation/commissioning and ends four years after delivery at the latest.
- 7.6 The warranty period for repairs or replacements is 24 months from the date of replacement or successful repair. However, it shall not end before the expiry of the original warranty period for the Goods concerned.
- 7.7 In the event of defects, the Buyer may - irrespective of other remedies available at law -, at its discretion, exercise the following rights and remedies: a) refusal to accept the Goods, withdrawal from the respective contract and clawback of any advance payments and/or assertion of damages, b) repair or replacement. In the event of refusal, unreasonableness or impossibility of repair or replacement by the Supplier: c) repair or replacement of the defective Goods by a third party at the Supplier's expense, or d) price reduction or e) withdrawal (rescission). In any case, the Supplier shall bear or reimburse all costs associated with the repair or replacement (inspection, disassembly, reassembly, transport, etc.), even if the defect is not attributable to any negligence on the part of the Supplier.
- 7.8 Claims arising from the delivery of defective products or incorrect advice or instruction shall be time-barred one year after the expiry of the warranty period.

8 Recall or Replacement Actions

- 8.1 If the Buyer intends, in its reasonable discretion, to recall products that may contain defective Goods or to make preventive replacements at its customers, it shall inform the Supplier as soon as possible, unless there is an immediate risk.

- 8.2 The Supplier shall bear the costs of the recall and replacement action and the associated follow-up costs, up to a maximum of the equivalent of CHF 1.0 million per recall or replacement action.

9 Product Liability- and Recall Insurance

- 9.1 The Supplier shall take out liability insurance to cover its liability for personal injury and property damage as well as consequential financial loss in the minimum amount of CHF 5 million per claim and maintain it for at least 5 years after the respective delivery to the Buyer. The coverage for other damages, such as in particular removal and installation costs on the one hand and recall costs on the other hand, shall amount to at least CHF 1.0 million per claim.
- 9.2 The Supplier hereby assigns all claims against the insurer to the Buyer. The Buyer hereby accepts the assignment.
- 9.3 At the request of the Buyer, the Supplier shall submit a corresponding insurance certificate.

10 Quality Audits

- 10.1 The Buyer may, upon reasonable notice and during normal business hours, audit the manufacturing process of the Goods at the Supplier's plant. The Supplier shall use its best endeavours to facilitate such audits also at the plant of its sub-suppliers or subcontractors.
- 10.2 The parties shall take appropriate measures to protect business secrets of the Supplier and its subcontractors or sub-suppliers.

11 Infringement of Third Party Rights

- 11.1 The Supplier shall indemnify the purchaser against all costs, damages, claims of third parties incurred by the Buyer due to alleged infringements of property rights of third parties. The Supplier shall not be liable insofar as the infringement of property rights is caused by the fact that the Goods were manufactured in accordance with the Buyer's instructions and specifications and this circumstance must have been known to the Supplier when exercising due care.
- 11.2 The parties will inform each other without delay of any actual or alleged infringement of third party rights of which they become aware. The Supplier shall assist the Buyer in investigating, defending or dealing with any such claim, including providing the Buyer with all documents necessary to defend the action.
- 11.3 If the Buyer chooses its own legal counsel, the Supplier's indemnity shall also extend to the reasonable costs and fees associated with the representation. If the Buyer does not choose its own legal counsel, the Supplier shall be solely responsible for defending the claims in question.
- 11.4 In the event of a claim of infringement of third party rights notified to the Supplier, the Supplier shall take the necessary steps to ensure a non-infringing source of supply for the Buyer, which may include obtaining the necessary licenses, redesigning the Goods or taking such other steps as the Supplier deems necessary to ensure that a non-infringing product is supplied to the Buyer.

12 Ownership of Documents, Software, Tools and Samples, Deposit of Source Code, etc.

- 12.1 Documents, such as drawings, software and all means of production, such as tools, samples, moulds and the like, which the Buyer makes available to the Supplier or which the Supplier procures or manufactures at the Buyer's expense, remain or become the property of the Buyer as soon as they are procured or manufactured. The Buyer shall hold all rights thereto. If they are no longer used for the execution of Buyer's orders, they shall, at Buyer's option, either be returned to Buyer free of charge or disposed of, such disposal to be confirmed in writing by Supplier.

- 12.2 They may not be reproduced, sold, pledged, assigned as security, sold or otherwise encumbered, made available to third parties or used to manufacture Goods for third parties.
- 12.3 Such tools, samples and moulds etc. shall be properly stored, labelled, insured against theft and natural hazards and serviced by the Supplier. The Supplier waives all legal retention rights.
- 12.4 Unless otherwise agreed, after performance of the relevant contract the Supplier shall, at the Buyer's request, return to the Buyer all documents, software or means of production owned by the Buyer and all copies made thereof or, in the case of documents or software, confirm to the Buyer their destruction or deletion. The Supplier shall have the right to retain a copy of any documents or software received for the purpose of complying with statutory archiving requirements, provided that such copies are treated as secret documents.
- 12.5 The Buyer shall be entitled to use the software forming part of the scope of delivery, including its documentation, to the extent necessary for the use of the Goods or for any other purpose provided for in the contract, and the Buyer may make backup copies of the software supplied by the Supplier.
- 12.6 At the Buyer's request, the Buyer and the Supplier shall conclude a source code escrow agreement. The Buyer shall submit a contract template for this purpose.

13 Re-Supply of Goods and Spare Parts Supply

- 13.1 The Supplier undertakes to resupply identical Goods or spare parts to the Buyer - on the basis of individual orders, on competitive terms and conditions and for a period of at least ten (10) years after delivery of the Goods.
- 13.2 If the Supplier intends to discontinue the production of the relevant Goods or spare parts, it shall notify the Buyer without undue delay, but no later than three (3) months before the discontinuation of production. The Buyer shall be entitled to place a final order for the delivery of the Goods or spare parts at market conditions within one month after receipt of this notification.
- 13.3 The Buyer shall be entitled to procure spare parts for the Goods which are not protected by the Supplier's proprietary rights, also directly from the Supplier's sub-suppliers or third parties.
- 13.4 The Supplier shall endeavour to bind its subcontractors and sub-suppliers accordingly.

14 Confidentiality, Publicity

- 14.1 The parties shall not disclose to third parties any confidential information of which they have become aware in the course of the business relationship with the other party, in particular technical information, plans, trade secrets and order details, such as quantities, technical specifications, business agreements, etc., as well as any knowledge gained therefrom, and shall use it exclusively for the execution of an order/contract.
- 14.2 The Supplier shall ensure that all subcontractors or sub-suppliers to whom confidential information is disclosed for the purpose of performing the subcontract or sub-supply agree to be bound by these terms and conditions.
- 14.3 The Supplier may not publish the fact that it has concluded a contract with the Buyer or use the Buyer's order for advertising purposes without the Buyer's prior consent.
- 14.4 If a party or one of its representatives, subcontractors or sub-suppliers breaches the aforementioned confidentiality obligations, it shall pay the other party a contractual penalty in the equivalent of CHF 20,000 (twenty thousand Swiss Francs), unless it can prove that neither it nor one of its other contractual partners is at fault.
- 14.5 The injured party may claim higher damages as well as injunctive relief. Payment of the contractual penalty shall not release the infringing party from further performance of its obligations under this section.

15 Protection of Personal Data

- 15.1 The parties may exchange personal data such as names, telephone numbers, email addresses and other personal data in the course of their contractual relationship. In this case, both parties will use such personal data in accordance with applicable personal data protection laws, in particular, where applicable, the requirements of the European Union General Data Protection Regulation of 4 May 2016 (EU 2016/679; "GDPR") and ensure that no unauthorised third parties have access to such personal data without the consent of the data subjects or for any other legal reason.
- 15.2 The parties shall treat personal data of the other party as strictly confidential and shall process such data exclusively for contractual purposes. The party processing personal data is responsible for the lawfulness of its processing and for safeguarding the rights of the data subjects.

16 Compliance with Legal Requirements

- 16.1 Unless otherwise stipulated in a purchase order, the Supplier guarantees compliance with the quality standards ISO 9001, ISO 14001 and ISO 45001 (OHSAS 18001). Furthermore, he guarantees that the Goods comply with the legal provisions and standards of the country of destination specified in the order.
- 16.2 The Goods must also comply with the "conflict minerals" provisions of Sec. 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- 16.3 This also applies to compliance with all laws, regulations and standards in the field of environmental protection and Regulation (EC) No 1907/2006 (REACH) as well as Directives 2011/65/EU and 2017/2102/EU (RoHS).

17 Social Responsibility

- 17.1 The Supplier shall comply with the laws of the jurisdiction(s) applicable in the performance of the contract. In particular, it shall not actively or passively, directly or indirectly, engage in any form of bribery or the use of child labour, or in any way violate fundamental human rights of employees.
- 17.2 In addition, the Supplier assumes responsibility for the health and safety of its employees; it acts in accordance with applicable environmental laws and makes every effort to impose these obligations on its subcontractors and suppliers.
- 17.3 In addition to the other rights and remedies to which it is entitled, the Buyer may terminate the contract and/or any order placed under it if the Supplier breaches these obligations. However, the Buyer's right of termination shall be subject to the Supplier's failure to remedy the breach of contract within a reasonable grace period set by the Buyer.

18 Final Provisions

- 18.1 Subcontracts for the design or manufacture of the Goods, in whole or in substantial part, as well as subcontractors selected by the Supplier shall require the prior consent of the Buyer. Such subcontracting shall not release the Supplier from its liability for the proper performance of the contract.
- 18.2 Without the prior written consent of the Buyer, the Supplier may not assign or transfer the rights and obligations under a supply or service contract, in whole or in part, to any third party.
- 18.3 Material to be integrated into the Goods provided by Buyer to the Supplier in connection with the execution of an order shall remain the property of the Buyer, irrespective of any processing or working. The material or items concerned shall be marked as such and stored separately until processing, assembly or installation.
- 18.4 Any such unused or surplus material, scrap and the like shall, at the Buyer's request, either be returned or credited at market prices to the contract price.

- 18.5 If any provision of these General Terms and Conditions of Purchase is found to be invalid or unenforceable by a court or authority of competent jurisdiction, such provision shall be deemed invalid and the remaining provisions shall continue in full force and effect. The parties shall replace the invalid or unenforceable provision, if necessary, with a valid and enforceable provision with a similar economic purpose, provided that the content of these terms and conditions is not substantially changed. The same applies in the event that there are gaps.
- 18.6 No delay or omission by the Buyer in exercising any right, remedy or recourse granted to the Buyer under these Conditions shall operate as a waiver of such rights.
- 18.7 Any communication sent by fax or electronically (e.g. by e-mail) shall also be deemed to be "in writing".

19 Place of Performance

- 19.1 Unless otherwise agreed, the place of performance for delivery and payment is the Buyer's place of business.

20 Applicable Law and Place of Jurisdiction

- 20.1 Cross-border contracts with the Buyer shall be governed by the UN Convention on Contracts for the International Sale of Goods (CISG) and, for matters not covered by the CISG, by the substantive law of the Buyer's place of business.
- 20.2 Exclusive place of jurisdiction for all disputes is the registered office of the Buyer. The Buyer is also entitled to bring actions before any other court having jurisdiction over the subject matter of the dispute. In this case, the UN Convention on Contracts for the International Sale of Goods (CISG) and, in addition, the substantive law applicable at the relevant place of jurisdiction shall apply.

Valid as of March 1, 2023