

General Terms and Conditions of Purchase (GTCP)

1. Applicability and effect

These General Terms and Conditions of Purchase (hereinafter, "GTCP") shall apply to all contracts between Wild & Küpfer AG (hereinafter, "W&K") and its purchase order recipients (hereinafter, "SUPPLIERS") for orders of goods and services of all kinds. By confirming the order, the SUPPLIER accepts these GTCP as an integral part of the contract.

The contractual relationship between W&K and the SUPPLIER shall be based in descending hierarchical order on (1) the written purchase order of W&K, (2) the GTCP and (3) the Swiss Code of Obligations (*Obligationenrecht*, "OR").

Deviations from the GTCP, in particular other general terms and conditions (for example, the SUPPLIER's General Terms and Conditions of Delivery sent with the purchase order confirmation) shall only be binding if W&K has expressly agreed to their validity in writing. In event of a conflict, these GTCP shall prevail. The GTCP of W&K shall also apply if W&K accepts or pays for deliveries of products and services of the Supplier (hereinafter: "CONTRACTUAL OBJECT") even if W&K is aware of terms and conditions of the SUPPLIER that conflict with or deviate from the GTCP of W&K.

The GTCP of W&K shall also apply to all future CONTRACTUAL OBJECTS of the SUPPLIER; however, if W&K issues new GTCP in the meantime, they shall apply.

In any case of doubt, the German language version of the GTCP shall take precedence over the English language version.

2. Code of conduct

W&K expects the SUPPLIER to apply at a minimum those principles contained in the "Code of Conduct for Suppliers" that the SUPPLIER must define for itself with regard to its area of responsibility.

The applicable version of the W&K "Code of Conduct for Suppliers" is an integral component of these Terms and Conditions of Purchase and thus of the contractual relationship between W&K and its SUPPLIERS.

Reference: www.wildkuepfer.swiss

3. Written form

Purchase orders shall be binding only if they have been placed or confirmed in writing by W&K. Orders that are obviously erroneous may be corrected by W&K at any time by means of a unilateral written declaration.

All changes and additions to the purchase order must also be made in writing. Oral agreements, in particular subsequent amendments and supplements to the W&K GTCP – including this written form clause – along with collateral agreements of any kind shall require written confirmation by W&K to be effective.

4. Offer

All quotations and cost estimates are to be made free of charges and expenses, unless otherwise expressly agreed. Offers and cost estimates shall be binding. Unless otherwise agreed, a binding offer period of 30 days after receipt of the offer by W&K shall apply.

5. Ordering

The CONTRACTUAL OBJECTS shall be ordered according to the service offers of the SUPPLIER or according to the specifications of W&K. They shall comply with the applicable laws and regulations.

A purchase order must be confirmed in writing by the SUPPLIER within 3 working days.

In the case of call or standing orders, W&K shall announce the quantities and types to be delivered by separate calls. Such calls shall be binding unless objected to within 3 working days of receipt of the call and unless otherwise agreed.

6. Delivery dates

Agreed dates and deadlines shall be binding. The delivery or service must be delivered or rendered on the specified day (expiration date) at the specified address. If the SUPPLIER is in default of delivery or performance for more than 7 days, W&K shall be entitled to withdraw from the contract in whole or in part without granting a grace period or to insist on the CONTRACTUAL OBJECT, notwithstanding any further statutory claims. In any event, the SUPPLIER shall be liable for the damages caused by the delay.

W&K shall not be obligated to accept partial deliveries or deliveries prior to the agreed date.

The SUPPLIER shall be obligated to immediately notify the department of W&K that placed the purchase order in writing as soon as difficulties with regard to production, supply of input materials, compliance with the delivery date or similar circumstances become apparent, and they could prevent the SUPPLIER from delivering the goods/services on time or from delivering the goods/services in the agreed quality. Such a notification by the SUPPLIER shall not alter the binding nature of the purchase order and the date.

Unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the claims to compensation to which W&K is entitled on account of the delayed delivery or service.

7. Delivery and service

The SUPPLIER shall bear all packaging and transport costs. The delivery is to be packaged and shipped appropriately, flawlessly and in accordance with regulations. The place of performance for deliveries or services shall be the address specified by W&K. Transport shall be at the risk of the SUPPLIER. The DDP destination clause of INCOTERMS 2020 shall apply.

A delivery bill is to be enclosed with each delivery. In addition to the customary information, such delivery bill shall contain the exact designation, the quantity delivered, the article number and the reference of W&K. SUPPLIERS from abroad must enclose customs documents in addition to the usual accompanying documents for goods shipped to Switzerland. If deliveries are made by rail or forwarding agent, the above data is also to be indicated on all consignment notes and/or other accompanying documents and customs documents. All deliveries are to be marked with the respective article number in a clearly visible place. In the case of the delivery of dangerous goods, the SUPPLIER must ensure that the relevant regulations are complied with until the goods arrive at their destination. All deliveries that do not comply with these conditions shall be stored at W&K's premises at the risk and expense of the SUPPLIER, subject to further statutory rights. Without the aforementioned documents and markings, a delivery shall not constitute contractual performance.

All information, including drawings and other documents, required for the set-up, operation, maintenance, storage or repair of the CONTRACTUAL OBJECT shall be made available to W&K on a timely basis and free of charge, and without being requested.

If the SUPPLIER has assumed responsibility for installation, the SUPPLIER shall bear all necessary ancillary costs, such as travel expenses and provision of the tools, unless otherwise agreed.

Without the consent of W&K, the SUPPLIER shall not pass on purchase orders to third parties for fulfillment.

8. Prices

If no special agreement has been made, flat-rate fixed prices shall apply; these shall include all contractual payments, including taxes and duties, whereby the value-added tax is to be shown separately. Therefore, prices are free factory duty paid (DDP according to INCOTERMS 2020), including packaging and insurance.

9. Invoices

The information in the purchase orders and delivery calls of W&K shall apply. A single copy of the invoice is to be sent to the address printed on the W&K purchase orders and delivery calls, quoting the invoice number and other allocation characteristics; it may not be enclosed with the consignments. Invoices that do not meet these formal requirements shall be deemed not received.

10. Terms of payment

Unless otherwise agreed, an invoice shall be settled at W&K's discretion either within 14 days with a 3% discount or within 60 days net. Payment periods shall commence upon receipt of the formally correct and justified invoice, but at the earliest upon complete and faultless delivery. W&K shall be entitled to make use of all legally permissible offsetting options when settling invoices. Payment shall be subject to invoice verification; payments shall not constitute recognition of proper contractual fulfillment and shall not lead to any limitation of W&K's contractual claims.

11. Force majeure

Upon an event of *force majeure*, industrial disputes, disruptions of operations through no fault of W&K, riots, epidemics, pandemics, official measures and other unavoidable events, W&K shall be released from acceptance of the delivery for the duration of the disruption and shall be entitled – without prejudice to any other rights – to withdraw from the contract in whole or in part to the extent that the events last longer than 10 days. The SUPPLIER shall not be entitled to any claims arising from such withdrawal.

Events of force majeure that prevent SUPPLIER from fulfilling its obligations shall require immediate written notification to W&K. If such events last longer than 10 days, the contractual obligations shall be deemed suspended for the further duration. If it is foreseeable that the events will last longer than 3 weeks, W&K shall be entitled to withdraw from the contract. The SUPPLIER shall not be entitled to any claims arising from such withdrawal.

12. Transfer of risk and acceptance

The SUPPLIER shall bear the risk until acceptance of the goods by W&K or a person authorized by W&K at the place to which the goods are to be delivered according to the order. In the case of a delivery with installation, the risk shall be transferred upon acceptance, which shall be documented in an acceptance record.

W&K shall carry out the quantity and quality inspection at the earliest possible point in time, which shall be determined by the type of operation of W&K and the type of delivery of the SUPPLIER. The acceptance of the delivery or service shall be effected as soon as the course of business permits.

13. Warranty

The SUPPLIER provides a warranty and shall be liable for the fulfillment of the contract in accordance with the contract. The SUPPLIER shall be obligated to use the best appropriate material, to execute the order properly and well, and to carry out a suitable construction and faultless installation. The SUPPLIER shall also maintain the quality management system agreed between the parties. W&K shall be entitled to audit the SUPPLIER's system.

W&K shall be notified of any defects or deficiencies orally or in writing as soon as they become known, but at the latest within the agreed warranty period. Any statutory obligations to inspect and provide notification of defects shall not apply. The SUPPLIER waives the objection of the delayed notification of defects.

The warranty period amounts to 24 months from acceptance of the delivery or the service rendered.

The warranty period shall start anew upon the rectification of defects by the SUPPLIER.

In the event of a dispute as to whether an asserted defect is actually a warranty case, the SUPPLIER shall bear the burden of proof.

In the event of a warranty claim, W&K shall have the right, at its discretion and without prejudice to any other legal remedies, to demand rectification of defects, cancellation of the contract, reduction in price or free replacement with faultless materials. In urgent cases, without setting a deadline and without warning of the replacement measure, W&K shall be entitled to replace defective parts, to repair them and to remedy any defects or to have them repaired by a third party at the expense of the SUPPLIER. Even if only individual parts of a delivery are defective, W&K may also demand cancellation of the contract or replacement of the entire delivery. If W&K decides to cancel the contract or replace the delivery, the goods shall be returned or made available for collection at the expense and risk of the SUPPLIER.

The SUPPLIER shall bear all costs incurred by W&K due to defective delivery, in particular transport, travel, labor, material or disposal costs or the costs for an incoming goods inspection exceeding the usual scope. The SUPPLIER shall indemnify W&K for all direct and indirect damages. If W&K takes back products manufactured and/or sold by W&K due to defects of the CONTRACTUAL OBJECT delivered by the SUPPLIER, or if the purchase price was reduced compared to the W&K price or if any other claim was made against W&K for this reason, W&K reserves the right of recourse against the SUPPLIER.

The SUPPLIER shall be liable for deliveries and services of subcontractors or sub-suppliers and for its auxiliary persons to the same extent as for its own services. The SUPPLIER shall be liable for damages caused by its subcontractors and auxiliary persons, regardless of its own fault.

14. Defects of title, third-party rights and recourse

The SUPPLIER warrants that its delivery is free of third-party rights. It shall indemnify W&K against all third-party rights in connection with the delivery and all third-party claims arising from the violation of official regulations, and shall guarantee the unrestricted use of the delivery. The SUPPLIER warrants that, at the time of acceptance, no third-party security interests of any kind whatsoever exist in the delivery, failing which W&K shall be entitled to refuse acceptance and to demand immediate delivery of unencumbered goods along with compensation for damages.

The SUPPLIER warrants to W&K that the CONTRACTUAL OBJECTS delivered by it do not violate any domestic or foreign industrial property rights (patents, design, trademarks, copyright, etc.) and guarantees their full freedom and permission for use and trade at home and abroad. The SUPPLIER shall be obligated to indemnify W&K in case of claims by third parties based on the infringement of domestic or foreign industrial property rights with respect to the delivered CONTRACTUAL OBJECTS.

If a claim is made against W&K on the basis of product liability, the SUPPLIER shall be obligated to indemnify W&K against such claims if and to the extent that the product liability claim was caused by a defect in the CONTRACTUAL OBJECT delivered by the SUPPLIER. In the event of a dispute as to whether an asserted defect in the CONTRACTUAL OBJECT supplied by the Supplier is actually the cause of the liability, the SUPPLIER shall bear the burden of proof.

The SUPPLIER shall bear all costs and expenses in the above cases, including the costs of legal representation or a recall action. In order to indemnify W&K in the aforementioned cases, the following procedure shall also apply: Within 10 days of becoming aware of the initiation of arbitration proceedings, W&K shall notify the SUPPLIER of the dispute in accordance with Art. 78 of the Swiss Code of Civil Procedure (*Zivilprozessordnung*, "ZPO"), and shall declare in writing that it agrees to the SUPPLIER conducting proceedings in its place (Art. 79 (1)(b) ZPO). Unless otherwise individually agreed, the SUPPLIER shall be obligated to conduct the proceedings (including any appeal proceedings) at its own expense and risk. The SUPPLIER thus also assumes the risk of procedural costs (court costs and party compensation) entirely at its own expense.

A limitation period of 10 years shall apply with regard to defects of title.

15. Prohibition on assignment, pledging and offsetting of receivables

The receivables to which SUPPLIER is entitled may not be assigned, pledged or set off against counterclaims without the prior written consent of W&K. The SUPPLIER declares that there are no previous assignments or pledges of its receivables under this contract.

16. Secrecy

All business or technical information made accessible by W&K (including features that can be inferred from any objects, documents or software handed over and other knowledge or experience) shall be kept secret from third parties as long as and to the extent that it is not public knowledge, and may only be made available in the SUPPLIER's own operation to such persons who must necessarily be involved in its use for the purpose of deliveries or services to W&K and who are also obligated to maintain secrecy; it shall remain the exclusive material and intellectual property of W&K.

Such information may not be reproduced or used commercially without the prior written consent of W&K. At W&K's request, all information originating from W&K (including any copies or recordings made, if applicable) and any items provided on loan shall be returned to W&K immediately and completely, or destroyed. W&K reserves all rights to such information (including copyrights and the right to apply for industrial property rights such as patents, utility models, semiconductor protection, etc.).

The SUPPLIER shall be permitted to refer to the existing business relationship in advertising material only with the written consent of W&K.

17. Provision of materials

The products, tools, packaging, auxiliary materials, etc. made available on loan by W&K shall remain the property of W&K and shall be treated with care and returned in perfect condition after completion of the order, unless otherwise agreed. The SUPPLIER waives the acquisition of ownership in accordance with Art. 726 et seq. of the Swiss Civil Code (*schweizerische Zivilgesetzbuch*, "ZGB"). The SUPPLIER shall immediately check the suitability of the material. W&K shall not be liable for the quality of the material, provided that defects in this regard are not reported within 5 days. Any material that has not been processed or treated is to be returned to W&K upon completion of the work, without a request to do so.

Use by third parties is prohibited.

The materials handed over must be stored and maintained appropriately and insured by the SUPPLIER, at its own expense, against possible damages (for example, fire, water, theft and disasters).

18. Insurance coverage

The SUPPLIER shall take out and maintain a business and product liability insurance policy that covers all claims for which the SUPPLIER is responsible from or in connection with the CONTRACTUAL OBJECT. Such insurance policy must provide coverage of at least CHF 5 million per loss event. The SUPPLIER shall provide proof of this at least once per year upon request. Unless otherwise agreed, the SUPPLIER is obligated to take out a transport insurance policy at its own expense, which covers at least the value of the purchase order. Upon request by W&K, the SUPPLIER shall submit appropriate insurance certificates.

19. Legal succession

W&K shall be entitled to transfer rights and duties arising from the contractual relationship with the SUPPLIER to another company. The SUPPLIER shall not be entitled to terminate the contract on the grounds of such transfer.

20. Prohibition on refusal to perform by the merchant

The SUPPLIER shall not be entitled to refuse delivery or performance of its services or to invoke Art. 82 of the Swiss Code of Obligations (*Obligationenrecht*) based on any differences in connection with this contract or due to a delay in payment by W&K.

21. Partial nullity

If individual provisions of these GTCP are or become invalid in whole or in part, the remaining provisions shall remain valid. In this case, the wholly or partially invalid provisions are to be replaced by a valid provision that comes as close as possible to the legal and economic content of the invalid provision.

22. Area of jurisdiction

The exclusive area of jurisdiction for all disputes arising from or in connection with this contract shall be the registered office of W&K or, at its discretion, another competent place of jurisdiction. The ordinary courts of law shall have jurisdiction for the judicial assessment of disputes.

23. Applicable law

This contract is subject to Swiss law, to the exclusion of the rules of international private law and the Vienna Convention (CISG).

Schmerikon, November 2023