

## GENERAL TERMS AND CONDITIONS OF PURCHASE OETIKER GROUP ('GTCs')

(Version October 2024)

**1. Validity of the terms and conditions / other agreements:** The following terms and conditions shall apply exclusively to all our purchasing transactions, unless deviating terms and conditions have been agreed in writing or additional terms and conditions apply to certain products (CE, UVV regulations, VOB regulations, statutory regulations and environmental regulations). This shall also apply if the Supplier uses its own deviating terms and conditions of sale and has sent these with an offer and these have not been objected to. In no event shall Supplier's general terms and conditions or similar terms apply, unless Oetiker has expressly agreed thereto in writing. Other agreements, amendments and ancillary agreements shall only be valid if we agree to them in writing.

**2. Order:** Supply contracts (order and acceptance) and delivery call-offs as well as their amendments and supplements must be made in writing. Delivery call-offs may also be made by remote data transmission.

Each order must be confirmed by the Supplier in writing and within one week. Delivery call-offs shall become binding at the latest if the Supplier does not object within one week of receipt. Each order must be treated separately in correspondence. All documents such as letters, shipping documents, delivery bills, invoices, etc. must include our complete order number with requester and the date of the order.

We are entitled to demand changes to the delivery items with regard to design and execution, insofar as this is reasonable for the Supplier. The effects of such changes, in particular with regard to cost increases or decreases and delivery dates, shall be regulated appropriately by mutual agreement.

**3. Delivery and delivery deadlines:** Delivery Condition DAP (INCOTERMS 2020) shall apply for all orders if not otherwise specified in writing. The agreed delivery and performance deadlines are binding and must be strictly adhered to. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods by us.

If the deadlines and dates are exceeded, we shall be entitled, without prior warning or setting a grace period, to claim damages for delay in performance and, after unsuccessfully setting a grace period, to declare our withdrawal from the contract and to claim damages instead of performance or compensation for futile expenses. The Supplier is obliged to compensate all direct and indirect damages caused by delay.

Circumstances which prevent or impede the manufacture or delivery of the goods, e.g. force majeure, labor disputes, strikes, riots, official measures, energy or raw material shortages, operational disruptions, non-delivery of supplies, etc. shall not entitle the Supplier to extend the delivery period or to postpone the delivery date. In such cases, the Supplier shall inform us immediately of the reasons for the impediment to performance. We shall negotiate an appropriate arrangement with the Supplier for both parties. We shall be released from the obligation to accept the ordered goods in whole or in part and shall be entitled to withdraw from the contract to this extent if the delivery can no longer be used by us - taking into account economic aspects - due to the delay caused by force majeure or the labor dispute.

In the event of a final refusal to deliver, we shall be entitled to withdraw from the contract at any time and to demand compensation for damages instead of performance or reimbursement of futile expenses.

If the Supplier is unable to deliver or is not expected to deliver within the agreed period or on the agreed date, the Supplier shall notify us immediately in writing, stating the reasons and the expected duration of the delay. In the event of a delay in delivery (in whole or in part), we shall be entitled to withdraw from the delayed order in whole or in part without setting a grace period and to refuse to accept the goods; to adhere to the delayed delivery after setting a reasonable grace period and to demand or retain a contractual penalty in the amount of 1% of the agreed price of the order per day of delay in delivery; to cover the demand for goods by purchasing from third parties (covering purchase), whereby the Supplier must reimburse the additional costs incurred as a result.

**4. Returns:** We shall have the right to return goods for any reason, including but not limited to dissatisfaction or changes in business needs, within 20 days of delivery. In the event that the goods are defective or incorrect, the Supplier shall bear all ancillary costs (such as for installation and removal, transport, disposal, remote, travel, and travel time) for the rectification of such defect or incorrectness. Upon receipt and inspection of the returned goods, the Supplier shall process a full refund within 20 business days. Alternatively, we may request a replacement product, which shall be shipped at no additional cost. No restocking fees shall be charged to us under any circumstances. Custom or specially manufactured items may be returned only if they are defective or do not meet the agreed-upon specifications.

**5. Dispatch / insurance and transfer of risk:** Upon request, the Supplier shall send a detailed dispatch note for each individual consignment on the day of dispatch, separate from the goods and invoice. Our order data must be stated in full on the dispatch note.

Unless otherwise agreed, shipment shall be free of freight charges and expenses. The quantity and quality of the delivery shall only be deemed to be actually delivered or performed and decisive for invoicing the goods if this has been agreed with us in writing in advance. The risk of loss or deterioration of the goods shall not pass to us until the goods have been received by us and we have obtained actual control of the goods.

**6. Marking obligation and quality:** The Supplier must mark all individual parts of the order in such a way that it can be permanently identified as the Supplier of each item delivered by it.

Only our descriptions, drawings and sample approvals shall be authoritative for the type, quality and design. In addition, the Supplier must comply with the recognized rules of technology and safety regulations for its deliveries.

The Supplier must also constantly check the quality of the delivery items and, if necessary, inform us of possible improvements. In particular, the dimensions and tolerances, the materials and the special entries specified on the orders and drawings must be complied with.

The Supplier guarantees and assures that all deliveries have the agreed or otherwise warranted characteristics, unless higher requirements are agreed in individual contracts, and that they comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional associations.

**7. Advance performance obligation of the Supplier:** The Supplier is obliged to provide advance performance. The defense of non-performance of the contract and thus the refusal of performance until counter-performance is waived. The Supplier's obligation to perform in advance shall also apply if we have refused payment under a previous contract, unless the refusal to pay was without reason.

**8. Payment:** Payment periods run from the specified delivery date, at the earliest from the date of receipt of the goods. If the invoice arrives later than the goods, the payment period shall commence from the date of receipt of the invoice.

If no terms of delivery have been agreed, payment shall be made at our discretion within 14 days with a 3% discount or within 30 days net from the Date of Invoicing.

Payment shall be deemed to have been made on the date of the payment order to the bank or post office.

Payment does not imply acceptance of terms and conditions and prices. The time of payment has no influence on the Supplier's warranty and on our right of complaint.

In the event of defective delivery, we shall be entitled to withhold payment pro rata until proper fulfillment.

**9. Notification of defects:** We are entitled to notify the Supplier of defects in writing (including e-mail) as soon as they are discovered in the ordinary course of business. The Supplier waives the objection of late notification of defects.

**10. Warranty:** The Supplier warrants and guarantees that all goods delivered have been manufactured in accordance with all applicable regulations, statutory provisions and requirements of the authorities and trade associations and standards of Oetiker; correspond to the state of the

art; are free from defects; and comply with all specifications and all standards expressly agreed with us in offers, invoices or individual agreements or - if not agreed - with the usual and customary market standards. In the event of deviations of the delivered goods from the quality specified under point 1, we shall be entitled, at our discretion, to demand the elimination of the defect or the delivery of defect-free goods at the Supplier's expense. This shall also apply in the event that a defect only occurs after the goods have been handed over. In urgent cases, we may, after informing the Supplier, remedy defects ourselves or have them remedied by a third party at the Supplier's expense.

In the event of refusal or after two failures of subsequent performance, we are entitled to withdraw from the contract without setting a deadline and to claim damages instead of performance.

The warranty ends at the end of 24 months from the arrival of the parts in our jurisdiction, provided that no other statutory periods or periods agreed in writing apply.

**11. Liability:** Insofar as no other liability provision is made elsewhere in these terms and conditions, the Supplier shall only be obliged to compensate us as follows for damages incurred directly or indirectly as a result of a defective delivery, due to a breach of official safety regulations or for any other legal reasons attributable to the Supplier.

The obligation to pay damages shall only apply if the Supplier is at fault for the damage caused by it.

If claims are asserted against us by third parties on the basis of strict liability in respect of non-waivable rights, the Supplier shall be liable for us to the extent that it would also be directly liable. This shall also apply in the event of a direct claim against the Supplier.

The Supplier shall be liable for measures taken by us to prevent damage (e.g. recall action).

**1. Industrial property rights of third parties:** The Supplier warrants that patents, utility models, registered designs, trademarks and other industrial property rights of third parties are not infringed by the delivery items and their use.

Should third party claims be asserted against us due to the infringement of industrial property rights, the Supplier shall indemnify us against liability and hold us harmless.

The costs of defending against the claim and the compensation to be paid to third parties shall be borne exclusively by the Supplier.

**13. Confidentiality:** The contracting parties undertake to treat as business secrets all commercial and technical details which are not in the public domain, and which become known to them through the business relationship.

Drawings, models, templates, samples and similar objects may not be handed over or otherwise made accessible to unauthorized third parties. The reproduction of such items is only permitted within the scope of operational requirements and copyright regulations. Subcontractors must be obligated accordingly.

The contracting parties undertake to effectively protect all trade secrets against unauthorized access, alteration, destruction or loss, unauthorized transmission, other unauthorized processing and other misuse.

At the prior express request of the Purchaser, the Supplier shall be obliged to have a TISAX test carried out within a reasonable period of time with the TISAX test target specified by the Purchaser and to make the result available to the Purchaser. The contracting parties shall mutually agree on the details.

**14. Withdrawal:** If a contracting party ceases to make payments or if insolvency proceedings are instituted against its assets, the other contracting party shall be entitled to withdraw from the contract to the exclusion of claims for damages.

**15. Intellectual property rights:** An extended, expanded and / or current account retention of title by the Supplier is ineffective. The goods ordered by us, which become our products through processing, treatment or transformation, shall be free of any retention of title which modifies the statutory provisions.

**16. Continuous improvement:** The Supplier undertakes to actively participate in continuous improvement initiatives to increase the quality, efficiency and cost effectiveness of the goods and services supplied.

Both parties are committed to implementing innovative solutions and industry best practices to drive continuous improvement. This may include the introduction of new technologies, the optimization of processes and the exploration of alternative methods and materials.

All continuous improvement activities, including identified opportunities, action plans and results, are documented and recorded annually in a report. These reports are reviewed at regular meetings to track progress and make any necessary adjustments.

**17. Termination: Termination for Cause:** Without prejudice to any other rights and remedies under these GTCs, Oetiker may terminate the order or any part thereof by issuing a written notice to the Supplier. This may occur in the event that the (a) Supplier breaches the GTCs or an order (b) if the Supplier fails to commence, performance in a timely manner, fails to make progress as agreed in the order, or GTCs, or is otherwise in delay and fails to provide adequate assurances that the delivery of the goods will be made in a timely manner, (c) if the Supplier effects or attempts to effect any assignment or transfer of any of its obligations or rights other than as permitted by the GTCs, (d) if the Supplier becomes bankrupt or insolvent or makes an arrangement with its creditors, has a receiver or administrator appointed, becomes unable to pay its debts as they fall due, commences winding up or similar proceedings or ceases or threatens to cease to carry on its business.

In case of Termination for Cause by Oetiker, Oetiker may, at its option, reject all or parts of the goods and complete all or parts of the goods itself or through a third party at the cost and risk of Supplier or require a refund for all rejected Goods. Without prejudice to any other rights and remedies of Oetiker, the Supplier shall compensate Oetiker for any cost, expense, loss and damage incurred by Oetiker in connection with such termination. Oetiker is entitled to withhold payment of all due amounts until the amounts due by Supplier have been established and can be set-off.

**Termination for Convenience:** Oetiker may at any time terminate the GTCs or parts, or any related purchase order thereof for convenience by written notice. In case of Termination for Convenience, Oetiker shall pay for all goods which have been delivered and accepted by the Oetiker.

**18. Compliance with the law:** The Supplier guarantees to comply with all relevant legal provisions and regulations regarding its goods, in particular labeling obligations, product liability, accident prevention, employee and environmental protection.

The Supplier shall ensure to provide all necessary documentation, information and confirmations that are or will be required due to relevant legislation or market developments, unsolicited or upon specific request, including but not limited to Carbon Border Adjustment Mechanism (CBAM) information, Oetiker's Code of Conduct, confirmations regarding ingredients, sanctions, etc. The Supplier shall provide all necessary documentation, information and confirmations that are or will be required due to relevant legislation or market developments, unsolicited or upon specific request.

**19. Other provisions / place of performance and place of jurisdiction:** Should individual provisions of these Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions and the order concluded on the basis thereof. The contracting parties are obliged to replace the wholly or partially invalid provision with a provision that comes as close as possible to the economic sense and purpose of the invalid provision.

Unless expressly agreed otherwise, the legal relationship between the parties shall be governed by the law of the country (and state or province, if applicable) in which the ordering OETIKER branch has its registered office. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The place of performance for deliveries and services shall be the place of use specified by us; in the absence of such a place of use, the place of business of the OETIKER branch office placing the order shall be deemed to be decisive.

The place of jurisdiction for all disputes arising from the delivery contract shall be the place of business of the respective OETIKER branch.