

## **General Purchasing Terms and Conditions for Deliveries to Companies of the Körber Group domiciled in Switzerland**

(April 2022)

### **1. Sphere of Validity**

1.1. Deliveries from the Supplier to companies of the Körber Group domiciled in Switzerland as the Customer shall be governed exclusively in accordance with these Purchasing Terms and Conditions as well as any other written agreements. The General Business Terms and Conditions of the Supplier shall not, as a whole, become contractual content even if the Customer has not expressly objected to them. This shall also be valid if the Supplier specifically emphasizes that it wishes to supply only in accordance with its General Business Terms and Conditions or deliveries are accepted unconditionally.

1.2. Deliveries in accordance with these Purchasing Terms and Conditions shall be deliveries of goods. The General Purchasing Terms and Conditions for Services for Companies of the Körber Group domiciled in Switzerland shall apply for the purchase of services.

1.3. These Purchasing Terms and Conditions shall be valid until their revocation by the Customer – including for all future deliveries by the Supplier – even if they have not once again been expressly agreed. Any agreed deviations shall be valid only for the delivery for which they have been confirmed in writing.

### **2. Orders**

2.1. Deliveries shall be made only based upon the orders issued by the Customer. Orders issued by the Customer shall be considered to be binding only if they have been issued by the Customer in writing or electronically or, after issuance of the order has been made orally or by telephone, they are confirmed in writing or electronically by the Customer subject to the stating of the order number. The same shall be valid for any oral ancillary agreements or belated changes to the order. The acceptance of the order by the Supplier must be undertaken on the prescribed printed form for the order, unless agreed otherwise.

2.2. The acceptance of the order must be received by the Customer promptly, but nonetheless by no later than 5 working days (working days shall be considered to be the weekdays from Monday to Friday) after the order is received by the Supplier; otherwise, the Customer shall be entitled to cancel the order upon a free-of-charge basis.

2.3. No rights against the Customer may be derived from commitments made, information, consulting, etc. that have been provided orally or by telephone – except in the event of gross negligence upon the part of the Customer. Such oral declarations shall be binding for the Customer only if they have been confirmed in writing by the Customer or if the Customer has waived the written form requirement in writing.

2.4. The Customer's order number must be stated on all written correspondence, on the invoices and on the shipping documents.

2.5. The Customer may demand changes to the order

– even after acceptance has been made by the Supplier, insofar as this is reasonable for the Supplier.

In such a case, insofar as it is required, the prices and delivery timeframes must be appropriately adjusted.

2.6. Without the Customer's prior written consent, the Supplier shall not be entitled to commission third parties with the implementation of the delivery as a whole or with essential portions thereof.

2.7. The Supplier shall ensure that both the delivery and also replacement parts can be supplied at appropriate conditions to the Customer for 15 years after the delivery is made. If, after the passage of the timeframe, the Supplier intends to discontinue the delivery or replacement parts for it, then the Supplier shall be obliged to promptly notify the Customer of this in writing and give it the opportunity to submit a last order.

### **3. Scope of Delivery**

3.1. The scope of delivery shall be as stated in the order issued by the Customer.

3.2. Insofar as they are necessary, any required protective devices, proofs of origin together with storage, mounting and operational instructions as well as safety data sheets in German and English must also be supplied upon a free-of-charge basis. The same shall be valid for documents which are required for maintenance and repairs for the delivery.

3.3. Insofar as this is economically and technically feasible, the Supplier shall be obliged to use environmentally friendly products and processes. Upon the Customer's request, the Supplier shall, upon a free-of-charge basis, issue a quality inspection certificate for the supplied goods. The Supplier is obliged to inform the Buyer about its greenhouse gas emissions on both product and company level within the scope of an ongoing supplier assessment and shall transmit the requested information via database platform provided by the Buyer.

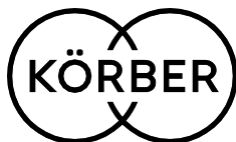
### **4. Delivery, Transfer of Risk, Documents, Packaging**

4.1. The delivery shall be made duty paid – including proper packaging – DDP (Incoterms 2020) to the designated delivery destination unless agreed otherwise in writing. If a delivery destination has not been designated, the delivery destination shall be the Customer's commercial residence.

4.2. The transfer of risk shall be undertaken in accordance with the agreed Incoterms.

4.3. Each delivery must be announced to the Customer by means of a notification of dispatch no later than the time when the goods are dispatched. Partial deliveries shall be permissible only subject to the Customer's prior consent.

4.4. Proper delivery papers/delivery documents must be enclosed with each delivery. They must contain the object, the ordered items, the quantity, the weight, the packaging, the shipping method and labeling as well as the Customer's order number and its tracking number. The directives regarding the transport of hazardous goods must be followed; in particular, hazardous goods must be labeled as such. The consequences of incorrect, incomplete or belatedly-received delivery papers / delivery documents shall be assumed by the



Supplier.

4.5. The delivery shall be properly packaged. Any packaging which is superfluous as well as not environmentally-friendly must be avoided. The Customer shall be entitled, as it so chooses, either to return the packaging to the Supplier at the Supplier's expense, to use it or to dispose of it. For any packaging which is separately invoiced, the Supplier shall reimburse the Customer, upon its return, at 2/3 of the invoiced value insofar as it is in good condition.

## 5. Delivery Timeframe, Contractual Penalty, Substitute Performance

5.1. Delivery timeframes and delivery deadlines are binding. The following shall be definitive for their fulfillment: The receipt of the flawless and complete delivery, insofar as this is agreed, and the acceptance of the delivery or service by the Customer at the designated delivery destination.

Deliveries must be made during customary business hours. The Customer must be asked when its customary business hours are.

5.2. An early delivery may only then be made subject to the Customer's written consent and shall not affect the agreed payment timeframe.

5.3. The Supplier must promptly notify the Customer in writing of any foreseeable delays in meeting the delivery deadlines and delivery timeframes subject to the stating of the reasons for this delay and the anticipated duration of the delay.

5.4. If agreed delivery deadlines and delivery timeframes are exceeded, the Supplier shall be in delay default, without any further reminder, and shall owe the Customer the payment of a contractual penalty unless it (the Supplier) proves that the delay occurred without it being at fault. The contractual penalty shall amount to 0.5% of the order value per working day of delay, but however at most 7% of the order value. The Customer may reserve the right to assert the contractual penalty until the final payment is made. The right is expressly reserved to assert damages exceeding the contractual penalty.

5.5. Furthermore, after the fruitless lapsing of a notice period that has been appropriately set by the Customer, the Customer shall be entitled to have the delivery rendered by a third party at the Supplier's expense. In this case, the Supplier shall be obliged to promptly hand out the required documents to the Customer. Insofar as proprietary rights hinder the delivery being made by third parties, the Supplier shall be obliged to promptly obtain a corresponding exemption from these rights.

5.6. Otherwise, in the event of delays in meeting the delivery deadlines and delivery timeframes, the Customer's rights shall be determined in accordance with the statutory directives.

The acceptance of a late delivery by the Customer shall constitute no waiver of the right to assert damage compensation claims.

## 6. Delivery Disruption and Rescission

6.1. If sets of circumstances, for which the Customer is not responsible, result in shutdown or impairment of the operations of the Customer or of a customer of the Customer for whom the delivery is intended, the Customer's delivery

acceptance obligation shall cease to be valid for the duration of the shutdown or impairment of operations.

In this regard, damage compensation claims upon the part of the Supplier against the Customer shall be excluded.

6.2. The Customer shall be entitled to withdraw in whole or in part from the contractual agreement insofar as the delivery is no longer considered to be usable from an economic perspective owing to sets of circumstances for which the Customer is not responsible.

6.3. The Customer shall be entitled, in whole or in part, to withdraw from the contractual agreement insofar as an important reason exists to do so. An important reason shall be considered to exist in the case of natural catastrophes, importing and exporting restrictions, strikes, lockouts or other operational disruptions – both affecting the Customer as well as also the Supplier; furthermore, in the event of the discontinuation of payments by the Supplier and / or the filing of a petition to commence bankruptcy proceedings with regards to the Supplier's assets.

6.4. Moreover, the Customer shall be entitled to exercise the statutory rights of rescission.

6.5. If the Customer, in whole or in part, withdraws from the contractual agreement, the Supplier's payment claims shall be forfeited. Any advance payments must be promptly reimbursed to the Customer and without any deductions. No right of retention upon the part of the Supplier shall exist.

6.6. If, in the event of the discontinuation of payments and/or the filing of a petition to commence bankruptcy proceedings with regards to the Supplier's assets, the Customer withdraws from the contractual agreement, the Customer shall be entitled to utilize the equipment required for the continuation of the work or the deliveries previously made by the Supplier for an appropriate fee.

## 7. Place of Performance

Unless agreed to the contrary in writing, the place of performance for all supply obligations shall be the delivery destination designated by the Customer. If no such delivery destination has been designated, the place of performance shall be the Customer's commercial residence.

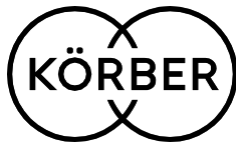
## 8. Prices

8.1. The agreed prices shall be fixed prices and shall exclude any subsequent payment claims of any kind. The prices shall be understood to be DDP (Incoterms 2020) "delivery duty paid" to the delivery destination designated in the order without the statutory VAT, including packaging, unless agreed to the contrary in writing. The price components must be separately indicated by the Supplier.

8.2. The Customer shall pay no fees for visits, samples, models, or the drafting of offers, project design work, etc.

## 9. Payment Terms and Conditions

9.1. The payment shall be made in the payment methods chosen by the Customer.



9.2. The payment timeframe shall begin to run upon the receipt of a proper invoice in duplicate, after delivery has been rendered in full or, insofar as this is agreed, after acceptance of the delivery has been made by the Customer. Any early delivery or partial delivery shall not affect the payment timeframe.

9.3. A proper invoice must fulfil the statutory requirements as well as correspond to the information in the order. The latter shall contain as a minimum the indication of the order number and other classification characteristics. Any improper invoices shall be considered to have been received by the Customer only after they have been corrected and resubmitted. Insofar as nothing to the contrary has been agreed, invoices must be issued in CHF. Online invoices shall be permissible only subject to the Customer's prior written consent.

9.4. Unless agreed otherwise in writing, payments shall be made 30 days after the receipt of the invoice with a 3% discount, or 60 days net. Discount deduction shall also be permissible if the Customer makes an offsetting or withholds payments owing to defects; the discount timeframe shall begin to run after the complete elimination of the defect has been done.

9.5. Without a warning letter having been issued in this regard, the Customer shall not enter into payment default.

9.6. The Customer shall be entitled to assert offsetting and retention rights in the statutory scope.

9.7. Insofar as the Customer must render payments before delivery is made (advance payments), the Supplier must issue corresponding bank guarantees from a Swiss financial institution to the Customer's benefit before the Customer effects the payment.

9.8. Payments made shall constitute no acknowledgment of the delivery as being contractual. Payments shall be rendered subject to the proviso of belated claims.

## 10. Assignment, Seizure, Retention of title

10.1. The Supplier shall, without the Customer's consent, not be entitled to assign its payment claims against the Customer or have them collected by third parties. However, if the Supplier nonetheless assigns its payment claims to third parties or it has them collected by third parties, the Customer may, as it so chooses, make payment with a debt discharging effect both to the Supplier as well as also to the third party.

With regards to the extended retention of title by the Supplier's own supplier, the Customer's consent to assignment in advance is hereby issued.

10.2. The Supplier must promptly notify the Customer of any seizures, attachments or other disposals by third parties with regards to the deliveries owed by the Supplier.

10.3. A retention of title upon the part of the Supplier shall be binding only if it was agreed in writing outside of the parameters of the Supplier's General Business Terms and Conditions and complies with the statutory requirements.

The exercising of a retention of title by the Supplier shall be possible only in the event of the prior rescission of the contractual agreement.

## 11. Warranty

11.1. The Supplier shall guarantee that all deliveries are free from defects, correspond to the order and its specifications, are suitable for the contractual usage and exploitation and fulfil the currently accepted rules of technology as well as the applicable national and international legal directives including the directives and guidelines issued by government agencies, trade associations and professional associations. If the Supplier has doubts about the implementation method requested by the Customer, it must promptly make notification of this in writing to the Customer.

11.2. Unless agreed otherwise in writing, the warranty period shall amount to 24 months.

The warrant period shall begin to run upon the commissioning or the final acceptance of the delivery by the Customer. If a commissioning or a final acceptance is not prescribed, the warranty period shall begin to run upon the delivery to the Customer. With regards to deliveries which the Customer resells, the warranty period shall begin to run upon the commissioning or the final acceptance by the Customer's end customer. If a commissioning or a final acceptance is not prescribed by the Customer's end customer, the warranty period shall begin to run upon the delivery to the Customer's end customer.

The warranty period shall end by no later than 36 months after the delivery is made to the designated delivery destination.

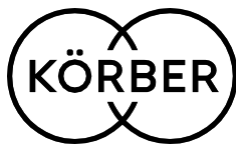
11.3. The Customer shall examine the delivery within an appropriate timeframe for externally-recognizable quality and quantity deviations. Any defects that are discovered shall be promptly reported to the Supplier.

Any quality and quantity deviations which are not externally-recognizable shall be reported to the Supplier as soon as they have been discovered during ordinary business operations. The notification shall be considered to have been made promptly if it is submitted within a timeframe of 10 working days after the discovery of the defect.

11.4. In the event that bulk deliveries are made, the Customer shall be obliged only to do random sampling. If it is discovered that significant portions of the random sampling do not fulfil the contractual or statutory requirements, the Customer shall be released from any obligation to conduct a follow-up inspection and shall be entitled to reject the entire delivery. The rejection of the delivery shall not constitute a declaration of the rescission of the contractual agreement.

11.5. In the event that defects are discovered within the warranty period, the Customer shall be entitled to assert the statutory warranty claims of its choice and moreover to demand the dismantling and installation in natura as well as the reimbursement of expenditures and damage compensation from the Supplier.

Warranty claims shall become statute-barred after the passage of 12 months beginning with the notification of defects.



11.6. The Supplier shall assume all expenditures incurred in conjunction with the discovery and elimination of the defects – particularly inspection costs, dismantling and installation costs, transport costs, infrastructure costs, labor costs and material costs as well as travel costs. This shall also be valid insofar as the expenditures thus increase as the result of the fact that the delivery object was moved to a different location than the delivery destination.

11.7. If the Supplier does not fulfil the Customer's demand to eliminate the defect within a notice period that has been set by the Customer, the Customer shall be entitled to undertake the required measures on its own, or have them undertaken by third parties, at the Supplier's expense. Insofar as the setting of a notice period is dispensable, the Customer shall also be entitled to this right – even without the setting of a notice period.

11.8. Without prior mutual agreement, measures may be undertaken by the Customer or the Customer's commissioned third party in order to eliminate small defects or in order to ward off disproportionately large damages or in order to avoid operational safety risks affecting the Customer or third parties at the Supplier's expense. The Customer shall promptly notify the Supplier of the reason, type and scope of these measures. The Supplier's warranty obligations shall not be affected by this.

11.9. For deliveries or portions thereof, which cannot be used by the Customer or the Customer's end customer for the duration of the defect and / or the elimination of the defect, the warranty period shall be extended by the duration of the usage disruption. For any rectified or replaced deliveries or portions thereof, the warranty period shall begin to run anew at the point in time when the defect is eliminated.

## 12. Third-Party Rights

12.1. The Supplier shall guarantee that the delivery is not encumbered by third-party rights. The Supplier shall be obliged to indemnify the Customer and its customers from all damages and costs which the Customer and its customers incur as the result of a non-fulfilment of this guarantee promise.

The Supplier and the Customer shall promptly notify each other of any discovered risks of a legal violation or purported legal violations and ward off the corresponding claims by mutual agreement.

12.2. If third-party rights are violated by a contractual usage of the delivery, the Customer shall be entitled, at the Supplier's expense, to acquire the required usage rights from the holder of the rights. The Supplier shall be obliged to support the Customer in any out-of-court and court dispute with the holder of the rights.

Otherwise, in the event of defects of title, the Customer's rights shall be determined in accordance with the statutory directives. The statute of limitations period for claims for defects of title shall amount to 10 years.

## 13. Software

13.1. The Customer shall be entitled to use the software from the delivery – including the documentation – in the scope which is required for the contractual usage of the delivery.

13.2. Before its delivery and installation, the Supplier shall inspect the software for viruses, Trojans or other computer malware by utilizing current, virus protection programs that are customary for the market.

## 14. Statutory Requirements, Quality Assurance, Product Liability

14.1. The Supplier's attention is drawn to the fact that the Customer sells its products worldwide.

14.2. The Supplier shall be obliged to follow the legal provisions which are valid for delivery at the delivery destination – particularly regarding accident prevention, workplace and machine safety, and environmental protection. The Supplier shall ensure that its deliveries fulfil the provisions of Regulation (EC) No. 1907/2006 for the registration, assessment, approval and restriction of chemical substances (REACH Regulations). The Supplier shall ensure particularly that the substances contained in its deliveries – insofar as this is required in accordance with the provisions of the REACH Regulations – have been registered and/or pre-registered and the Customer has been provided with all information required in accordance with the provisions of the REACH Regulations such as, for example, safety data sheets and/or chemical safety reports.

14.3. The Supplier must implement a quality assurance process which, based upon the type and scope, is suitable and corresponds to the latest state of the technology and, upon request, document this to the Customer.

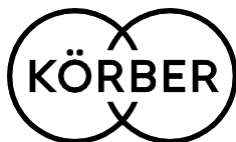
Upon request, the Supplier shall conclude a corresponding Quality Assurance Agreement with the Customer.

14.4. Through factory-side controls, the Supplier must ensure that the deliveries correspond to the Customer's technical specifications as well as otherwise correspond to the provisions specified in Clause 14.1. The Supplier shall be obliged to keep records of the implemented inspections and archive all testing, measurement and controlling results for 10 years. The Customer shall be entitled at any time to examine the documents and to make copies thereof.

14.5. Unless agreed otherwise in writing, the Supplier shall label the delivery goods in such a manner that they are permanently recognizable as being its products.

14.6. If the Customer has legal claims asserted against it owing to the violation of statutory provisions – particularly safety guidelines or owing to domestic or international product liability directives, the Supplier shall be obliged to indemnify the Customer and its customers from all claims insofar as they have been created as the result of the delivery from the Supplier. This indemnification shall also encompass the costs of a precautionary recall campaign. Insofar as this is possible and reasonable, the Customer shall notify the Supplier of the content and scope of the recall measures to be implemented and give the Supplier the opportunity to submit a position statement.

14.7. The Supplier shall insure himself against all risks arising from product liability – including the recall campaign risk – in an appropriate amount and, upon request, present the insurance policy to the Customer for examination purposes.



14.8. The Supplier must notify the Customer, without this having to be requested and promptly, of any changes in the composition of the processed materials or the constructional design of its deliveries. The changes must be approved in writing by the Customer. The Supplier and the Customer shall promptly notify each other of any discovered violation risks or purported violation cases and ward off corresponding claims by mutual agreement.

### 15. Code of Conduct for Suppliers

The Supplier undertakes to comply with the principles and requirements of the "Code of Conduct for Suppliers of the Körber Group" in its current revision, available at

[https://www.koerber.com/fileadmin/Media/Images/Articles/Wir/Einkauf/downloads/Code\\_of\\_conduct/Code\\_of\\_Conduct\\_for\\_Suppliers\\_EN.pdf](https://www.koerber.com/fileadmin/Media/Images/Articles/Wir/Einkauf/downloads/Code_of_conduct/Code_of_Conduct_for_Suppliers_EN.pdf)

The Supplier shall comply with the laws of the applicable jurisdictions, in particular those of the country of manufacture and destination. The Supplier shall neither actively nor passively, directly or indirectly, participate in any form of bribery, violation of the human rights of his employees or child labor. Furthermore, the Supplier will assume responsibility for the health and safety of his employees in the workplace, observe environmental protection laws and promote and demand compliance with this Code of Conduct from his suppliers to the best of his ability. The Supplier shall document compliance with the aforementioned principles and requirements by means of suitable business documents and make them available to the Buyer upon request and shall also use the database platform provided by the Buyer for this purpose. The Supplier agrees to a review of the obligations arising from the "Code of Conduct for Suppliers of the Körber Group", also on site at the relevant locations, and will provide appropriate support to the Buyer for reviews at its own expense. If there is any suspicion that the Supplier is not complying with the above principles and requirements, the Supplier shall provide the Buyer with comprehensive information on the specific facts upon request. If the Supplier culpably violates the aforementioned principles and obligations, the Buyer shall be entitled, without prejudice to further claims, to withdraw from the contract or to terminate the contract without notice after the unsuccessful expiry of a reasonable period of time to remedy the violation of obligations.

### 16. Customs and Foreign Trade Law

16.1. The Supplier shall be obliged to follow the applicable national and international customs and foreign trade law (collectively "Foreign Trade Law"). The Supplier must promptly report all information and data in writing to the Customer by no later than two weeks after the order is made as well as of any changes which the Customer requires for the fulfilment of foreign trade law during the exporting, importing and re-exporting – particularly:

- All applicable export list numbers including the Export Control Classification Number in accordance with the U.S. Commerce Control List (ECCN);
- The statistical item number in accordance with the current goods classification in the foreign trade statistics and the HS (Harmonized System) Code; and

- The country of origin (non-preferential origin) and, insofar as this is requested by the Customer, the declarations from the suppliers regarding the preferential origin (for European suppliers) or certificates regarding preference (for non-European suppliers).

All the aforementioned information and data shall be agreed to be quality features of the delivery.

16.2. If the Supplier violates its obligations in accordance with Clause 16.1, the Customer shall be entitled to rescind the contractual agreement as well as to assert claims for all damages created in this context. The Supplier shall indemnify the Customer in this regard.

### 17. Models, Tools, Documents, Advertising and Confidentiality

17.1. Any models, tools and devices, which are produced or procured by the Supplier at the Customer's expense, shall become the Customer's property after it makes payment for them. They must be carefully handled by the Supplier, labeled as being the Customer's property and - insofar as this is possible - stored separately from the Supplier's other products as well as insured against loss and other damages at the Supplier's expense. The manufacture and delivery of products and parts thereof, which are produced via these models and tools or with these devices, shall be permitted exclusively to the Customer. Upon

the Customer's request, the Supplier must, without exception, return the models, tools and devices not encumbered by third-party rights to the Customer.

17.2. All drawings, plans, sketches and other technical documents as well as customer-supplied materials which are provided to the Supplier for the implementation of the orders shall, even in the case of processing, remain the Customer's property. They must be promptly returned at any given time to the Customer upon request as well as after the implementation of the order without any special request having to be made in this regard.

17.3. Documents and materials from the Customer may be used exclusively for the Customer's purposes and exclusively in the scope approved by the Customer and, without the Customer's prior written consent, may neither be reproduced nor passed on to third parties.

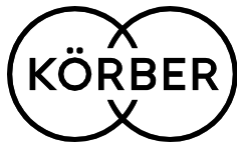
17.4. Orders issued by the Customer and all related commercial and technical details must be treated by the Supplier as being business secrets.

17.5. The Supplier may make reference to the business relationship with the Customer only subject to Customer's written consent. The Supplier shall not be entitled to use business names, logos or trademarks of the Customer.

17.6. The Supplier shall be forbidden from presenting the object of the delivery, which has been specifically produced or processed for the Customer, at trade fairs and/or otherwise making it available to third parties.

### 18. Partial Invalidity

If a provision of a contractual agreement is or becomes invalid, in whole or in part, this shall not affect the validity of the provisions as a whole. In such a case, the Supplier and the Customer shall endeavor to reach agreement on a valid provision which most closely cor-



responds to the commercial intent of the invalid provision insofar as this is possible. If no agreement can be reached, the court shall issue a ruling in this regard.

#### **19. Place of Jurisdiction and Applicable Law**

19.1. The ordinary courts at the Customer's commercial residence shall have jurisdiction. However, the Customer shall also be entitled to assert its claims in

the Supplier's general place of jurisdiction.

19.2. For the reciprocal legal relationships between the Customer and the Supplier, exclusively Swiss law shall be applicable. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

#### Compliance Notice

We wish to point out that our employees have been instructed to strictly follow all valid statutory directives as well as respect the values and principles of Körber AG. In particular, our employees may not request any inappropriate advantages and benefits, have them promised to them or accept them. You can find more details in this regard in our Code of Conduct at <https://www.koerber.com/en/compliance-and-code-of-conduct>.