

Terms and conditions of purchase of the STEBATEC Group

V 1.2 / September 2024

Preamble

The terms and conditions of purchase are valid for the business relations with the:

- STEBATEC AG / Switzerland and
- STEBATEC GmbH / Germany and
- STEBATEC Trinkwasser AG / Switzerland and
- STEBATEC Züllig AG / Switzerland

Unless otherwise agreed in writing, the following terms and conditions of purchase shall apply exclusively to our orders, including future orders. The terms and conditions of the supplier or contractor (hereinafter uniformly referred to as the supplier) shall only apply if we agree to them in writing.

1. ORDER PLACEMENT AND ACCEPTANCE

1.1 Orders and agreements are only binding if made in writing. Our employees are obliged to confirm in writing any verbal ancillary agreements or promises that go beyond the content of the written contract or that amend these Terms and Conditions of Purchase to our disadvantage.

1.2 The supplier must confirm the order in writing without delay. If we do not receive the order confirmation within 14 days of the order date, we are entitled to revoke the order without the supplier being able to derive any claims from this.

2. DELIVERY TIME

2.1 The agreed delivery dates are binding. Whether or not the delivery date has been met shall be determined by the date of receipt of the delivery at the destination.

2.2 As soon as the supplier realises that it will not be possible for him to deliver the goods and/or services (hereinafter uniformly referred to as 'delivery') on time, in whole or in part, he shall notify us of this immediately, stating the reasons and the expected duration of the delay.

2.3 Partial deliveries shall only be permitted if we agree to them in writing.

2.4 The period for the fulfilment of our contractual obligations shall be extended in the event of force majeure, industrial disputes, operational disruptions, shortages of energy and raw materials, civil unrest and other unforeseeable or unavoidable events for which we are not responsible, for the duration of the disruption and to the extent of its effect. We shall inform the supplier immediately of the beginning and end of the aforementioned obstacles. In this respect, we cannot be held responsible for a delay in acceptance/payment.

2.5 In the event of a delay in delivery, we shall be entitled to demand 0.2% of the agreed total price of the delivery for each day of the delay, but not more than 10% in total, as a contractual penalty. This contractual penalty may be asserted until the final payment. Further statutory rights shall remain unaffected. The supplier shall

be entitled to prove that the damage incurred is less than the contractual penalty.

3. INFORMATION OBLIGATIONS OF THE SUPPLIER

The supplier shall notify us in good time of any changes to manufacturing processes, materials or vendor parts for the products, relocation of manufacturing sites, and of any changes to procedures and facilities for testing the products or to other quality assurance measures, so that we can check whether the change could have an adverse effect. The supplier shall impose corresponding obligations on third parties that it uses to fulfil its obligations to us. It shall also notify us of any change in its service providers and suppliers during our delivery of the goods. If adverse effects cannot be ruled out, the supplier shall ensure that we are supplied with unmodified parts until we have found an alternative solution.

4. DELIVERY / RECEPTION

4.1 Each delivery must be accompanied by delivery notes stating our order number, our order reference, the type of packaging, the quantity and the weight of the delivery. In the case of services, the hours worked, and the materials provided by the supplier must be confirmed by us in writing within a reasonable period.

4.2 The invoice is to be sent separately in duplicate for each order to our address after delivery; it must not be enclosed with the delivery.

4.3 We are entitled to specify the mode of shipment and the carrier. Otherwise, the supplier is obliged to choose the mode of shipment that is most favourable for us.

4.4 The supplier's delivery obligation is not fulfilled until we have received the proper delivery and shipment papers. During this period, we are entitled to store the delivery at the supplier's expense and risk.

5. PRICING AND PAYMENT

5.1 The agreed prices are fixed prices including packaging and carriage paid to the destination.

5.2 Unless otherwise agreed, payment shall be made at our discretion either

- within 14 days with 3% discount or
- within 30 days net
- in the event of a project delay, in exceptional cases, within 60 days net

We reserve the right to choose the method of payment. The payment period shall commence after the complete receipt of the goods in accordance with the contract and the receipt of the documents in accordance with sections 4.1 and 4.2, but not before the agreed delivery date.

5.3 All payments are made subject to the rights of any defects. If the delivered goods are defective, we are entitled to exercise a right of retention. Payments do not constitute recognition of performance or a waiver of warranty or compensation. The same applies to the receipt of our goods receipt.

5.4 The goods are covered by our transport insurance and no additional transport insurance is required. We are a SLVS waiver customer.

6. PACKAGING

6.1 The goods to be delivered shall be packed in the usual commercial manner or, at our request, provided with special packaging in accordance with our instructions.

6.2 We are entitled to return the packaging carriage paid to the place of departure and to charge the supplier 1/3 of the invoiced value.

7. PASSAGE OF RISK

Risk shall pass to us when the delivery has been properly handed over to us at the specified destination or has been accepted by us. The same shall apply if we use our own transport personnel.

8. GUARANTEE

8.1 The limitation period for claims for defects is 36 months. The statutory limitation period shall apply to buildings and building materials. For individual parts, the period shall commence upon acceptance (service contract) by us or delivery (purchase contract) to us; for machines or plant components, the period shall commence upon signing of the final acceptance protocol.

8.2 The supplier warrants that the delivery item is free of legal or material defects when handed over to us or our customer and that it corresponds to the latest state of the art, the relevant laws, protection and accident prevention regulations, as well as the usual and technical quality assurance standards (e.g. DIN, VDE, VDI, TÜV, Ex-guidelines of the BG). In the event of differences in the formulation of these standards, the respective version of the country of destination is decisive.

8.3 Upon receipt, we will inspect the goods for obvious defects, identity, shortages and transport damage. There is no further obligation to inspect. We will notify the supplier of any defects or other deviations within a reasonable period. In this respect, the supplier waives the objection of delayed notification of defects.

8.4 In the event of defects, we can, at our discretion, demand either rectification of the defective goods or a replacement delivery. After the unsuccessful expiry of a reasonable grace period or – if it is no longer possible to set a grace period due to the urgency – after notifying the supplier, we shall also be entitled to rectify the defect ourselves, have it rectified by a third party or procure a replacement elsewhere at the supplier's expense.

8.5 The supplier shall reimburse us in full for all expenses incurred for the purpose of improvement, replacement delivery, rectification of defects by us or by third parties, as well as replacement procurements, including reimbursement of our associated internal expenses at market rates and including any lost margins.

8.6 If the supplier rectifies delivery items or replaces them in whole or in part, the limitation period in clause 8.1 shall begin again with respect to these parts, unless the costs of subsequent performance were insignificant, or the supplier expressly provided the replacement as a gesture of goodwill.

9. LIABILITY

9.1 In order to cover the general liability risk, the supplier is obliged to take out liability insurance with a sum insured of at least CHF 5 million or the equivalent in euros and to provide evidence of the cover.

9.2 If a product liability claim is made against us, the supplier shall, at our first written request, indemnify us against such claims if and

to the extent that the damage was caused or contributed to by a defect in the product supplied by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault.

9.3 If the cause of the damage lies within the supplier's area of responsibility, it shall be sufficient to prove that the defect caused the damage; otherwise, the supplier shall bear the burden of proof.

9.4 In any case, the supplier shall bear the costs and expenses corresponding to its share of the cause/fault corresponding costs and expenses, including the costs of any legal action or recall, including compensation for our internal expenses at standard market rates and including any lost margins; this also applies to recognisable or impending serial defects.

9.5 The supplier shall bear any damages resulting from non-compliance with these terms and conditions of purchase. The supplier shall also be liable for any simple negligent behaviour on the part of its employees or agents.

9.6 We shall not be liable for slight negligence. In all cases, our liability shall be limited to the foreseeable damage typical for the contract to the extent permitted by law. We shall not be liable for pure financial losses, indirect consequential losses such as lost profits, unrealised savings, additional expenses and internal expenses of the customer, expenses for third parties commissioned without our consent, etc. Except for claims arising from liability for defects, under the Product Liability Act and for injury to life, limb or health, claims for damages against us become time-barred one year after the injured party has become aware of the damage and its liability for compensation or could have become aware of it without gross negligence.

10. WORKING AT OUR COMPANY OR AT OUR CUSTOMER'S

10.1 If the supplier's employees or agents work on our premises or at customers', they must observe the accident prevention regulations and all other safety regulations as well as the respective company regulations. They may not begin work without knowledge of these regulations.

10.2 Assembly and installation work must be accepted. Acceptance shall be deemed to have taken place when our authorised representative has expressly accepted the supplier's services in writing as being in accordance with the contract. However, we may still claim defects in the final invoice. If we fail to meet our acceptance obligation, the supplier must grant us a period of at least three weeks.

10.3 We shall confirm in writing the hours worked and the materials provided by the supplier within a reasonable period after the work has been carried out.

11. THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS

11.1 The supplier warrants that no industrial property rights, such as patents or utility models, other rights, business or trade secrets of third parties, are infringed using the delivered goods – including in the country of use. He shall indemnify us in this respect against any third-party claims.

11.2 The supplier shall be liable for any direct or indirect damage incurred by us because of an infringement of such rights.

11.3 This shall not apply if the supplier manufactures goods exclusively according to our drawings and models and he did not know or could not have known that the manufacture of these goods infringes third-party rights.

12. PRODUCTION MATERIALS, SAMPLES, DRAWINGS

12.1 Tools or other manufacturing equipment produced on our behalf and paid for by us become our property upon full payment. Transfer of ownership is replaced by the supplier storing the items for us free of charge and with the due care of a prudent businessman. The supplier shall store the items to which we retain title separately from other items not belonging to us. Our ownership is to be indicated on the items themselves and in the business records. Upon termination of the business relationship, the tool is to be surrendered upon request.

12.2 When awarding contracts for work and services of any kind (e.g. research and development contracts), we are exclusively and entirely entitled to the results of the work and the resulting intellectual property rights. We alone decide whether to register property rights. If copyrights arise from an order, the supplier grants us exclusive rights of use of the work that are unlimited in time and space.

12.3 Products that have been manufactured according to documents drafted by us (such as drawings, models and the like) or according to our confidential information or with our tools or reproduced tools may not be used by the supplier itself or offered or delivered to third parties.

13. CONFIDENTIALITY

13.1 The supplier is obliged to keep all details of our orders, such as quantities, technical specifications, conditions, etc. from third parties. Inclusion of our company in a reference list or use of our order for advertising purposes is only permitted with our written consent.

13.2 Documents and objects of all kinds, such as samples, drawings, tools, models and the like, which we make available to the supplier, are to be returned to us free of charge and without request as soon as they are no longer needed to fulfil the order. The supplier may not use such documents for his own purposes nor make them available to third parties.

13.3 The supplier undertakes to pay a contractual penalty of 20% of the order value in the event of a breach of this confidentiality obligation, unless he is not responsible for this breach. In the event of particularly serious violations, we are also entitled to terminate the entire contractual relationship with the supplier without notice and without compensation and, if necessary, to reclaim any payments already made. A particularly serious violation is deemed to have occurred if the supplier passes on the knowledge acquired or received to third parties competing with us.

14. PROVISION OF MATERIAL

14.1 Materials provided remain our property. They are to be stored in a clearly organised and separate manner and clearly labelled as our property. The supplier is liable for any damage to, or loss of the materials provided, even if it is not at fault. It must take out adequate insurance against fire and water damage and against theft at its own expense.

14.2 The material may only be used for its intended purpose and, to the extent that it is not required for the order, must be returned to us.

14.3 After processing the provided materials, we acquire co-ownership in the manufactured item in proportion to the value of the materials provided.

15. ASSIGNMENT

The supplier may only assign or pledge the rights accruing to him under the contract with our written consent. This does not apply to pecuniary claims. However, we may make payment to the supplier with discharging effect.

16. PLACE OF FULFILMENT, APPLICABLE LAW, JURISDICTION, INVALIDITY OF CONDITIONS

16.1 The place of fulfilment for all deliveries and services is the destination specified by us; for payment, it is our registered office.

16.2 Swiss law applies exclusively to all business relationships with STEBATEC AG, STEBATEC Trinkwasser AG and STEBATEC Züllig AG; German law applies to business relationships with STEBATEC GmbH. The UN Convention on Contracts for the International Sale of Goods (CISG) and international conflict of laws are excluded.

16.3 For all disputes arising from the underlying contracts with STEBATEC AG, STEBATEC Trinkwasser AG and STEBATEC Züllig AG, the exclusive place of jurisdiction is Bern; for contracts with STEBATEC GmbH, the exclusive place of jurisdiction is the District Court of Stuttgart. However, we are also entitled to take legal action at the customer's place of business as an alternative.

16.4 Should individually conditions of these terms and conditions of purchase be wholly or partially invalid, the remaining conditions shall remain valid.