

General Purchasing Terms and Conditions

Kawe AG

1. Scope of Application

- 1.2. These Purchasing Terms and Conditions apply to the purchase of goods or services by KAWE AG in accordance with the order transmitted by KAWE AG to the supplier.
- 1.3. These Purchasing Terms and Conditions become binding upon placement of the order. Any provisions that deviate from these Purchasing Terms and Conditions shall only be binding if they have been expressly and in writing acknowledged by a duly authorized representative of KAWE AG.
- 1.4. Unless expressly agreed otherwise in writing by KAWE AG, the supplier's general terms and conditions, liability limitations, and other contract documents are explicitly excluded and waived. This also applies if the supplier's general terms and conditions or other documents have been incorporated into an offer or order confirmation of the supplier or otherwise communicated to KAWE AG.

2. Order

- 2.2. Our orders are valid even if not confirmed in writing by the supplier. Any objections must be communicated to us in writing within 8 days of receipt of the order; otherwise, the conditions stated by us regarding price and quality shall be legally binding. Agreed prices shall remain valid until complete fulfillment of the order. Reservations regarding price increases are only valid with our express written consent.
- 2.3. The supplier is obliged to propose any changes that it considers necessary or expedient for successful contract fulfillment. After our written consent, such changes must be implemented by the supplier. If a change results in an increase or decrease in costs and/or a delay in the schedule, the supplier is obliged to notify us of this simultaneously with the change proposal or immediately upon receipt of the change request and to submit a corresponding supplementary offer. In this case, the change shall only be deemed binding once a supplementary written agreement has been reached between the parties regarding compensation for additional costs or consideration of cost savings as well as the schedule. Emails are equivalent to written correspondence.

3. Delivery Deadline

- 3.2. Unless the delivery deadlines specified by us in the order are objected to within 3 days, they shall be deemed binding. The stipulated delivery deadlines refer to goods arriving at our factory. If required in the order, the operating manual and spare parts list shall form part of the delivery.
- 3.3. KAWE AG is not obliged to accept partial or advance deliveries. All additional costs arising from a partial delivery, in particular transport costs, shall be borne by the supplier. In the case of partial or advance deliveries, express reference must be made to the remaining balance on the delivery note and invoice; the originally agreed delivery deadline shall apply to the remaining delivery.
- 3.4. If the delivery deadline is exceeded, we reserve the right to insist on fulfillment or to cancel the order without setting a grace period.
- 3.5. If a delivery is delayed by more than two weeks, the supplier shall grant KAWE AG a discount of 1.5% on the agreed contract price (excluding VAT) for each additional commenced week of delay, up to a maximum of 6% of the agreed contract price per delayed delivery. This discount shall be deemed liquidated damages for the performance disruption, whereby KAWE AG remains entitled to claim additional damages for any further losses.
- 3.6. KAWE AG reserves the right to unilaterally postpone agreed delivery deadlines. Notification of the postponement shall be given no later than 7 days before the agreed delivery deadline. In this case, the supplier undertakes to hold the delivery for up to six weeks at no cost to KAWE AG.

4. Liability

- 4.2. The supplier is liable for the deliveries of its sub-suppliers in the same way as for its own deliveries. The supplier must provide its sub-suppliers with all necessary information so that all requirements (including the essential specifications) can be met within the scope of the contract.
- 4.3. Upon first request, the supplier must provide the purchaser with a list of all sub-suppliers.

5. Document Approval

Approval of documents, drawings, reports, tests, and the like by KAWE AG or a third party does not in any way release the supplier from its contractual obligations.

6. Right of Access

The supplier acknowledges that KAWE AG is subject to detailed disclosure obligations and audit controls to fulfill legal requirements or requirements of KAWE AG's customers, which affect the entire supply chain, including the supplier. The supplier grants KAWE AG and/or its customers, vicarious agents, and/or representatives designated by KAWE AG or its customers access to its premises and archives at all reasonable times so that KAWE AG can meet all audit requirements while safeguarding the supplier's business and data protection interests. The supplier shall also oblige all its sub-suppliers to comply with this provision.

7. Delivery Security and Continuity

If the supplier intends to discontinue the manufacture of spare parts, consumables, or tools for certain goods, it must notify KAWE AG immediately, but at least 12 months in advance, in writing.

8. Shipping

- 8.2. Our shipping and insurance instructions must be observed for transport where applicable.
- 8.3. Freight differences between "Cargo Domizil/Cargo Rapid", express, or air freight resulting from delayed delivery shall be borne by the supplier. Replacement deliveries must be provided to KAWE AG free of charge.
- 8.4. The supplier shall be liable for damage during transport due to insufficient packaging. All parts must be adequately protected against mechanical damage and corrosion.
- 8.5. Each shipment must be accompanied by a delivery note containing all details (in particular order number, drawing or identification number).
- 8.6. Partial and remainder shipments must be identified as such on the shipping documents and invoices.
- 8.7. KAWE AG is entitled to return packaging material invoiced by the supplier at the same price. Furthermore, the supplier is obliged to take back free of charge any packaging material not invoiced whose disposal would incur costs. The transport costs and risk for the return shipment shall be borne by the supplier.

9. Confidentiality

The supplier undertakes to keep all information and documents received secret insofar as they are not generally known to the public. It must take all measures necessary to maintain confidentiality. It shall be liable for any misuse.

10. Retention of Title

Drawings, calculations, models, samples, and other documents provided by us to the supplier remain our property. Without our consent, these may not be disclosed to third parties in any form or used for the manufacture of goods for third parties. This also applies to parts for which we have paid a cost share. Unless otherwise agreed, any documents must be returned to us unsolicited after completion of the order. Tools, fixtures, models, etc., paid for by us must be stored appropriately and free of charge and insured against all damage (including theft).

11. Notice of Defects

This will be asserted by us as soon as possible after we have received a corresponding complaint from our customer. We do not accept any time limits in this regard. Extra costs such as freight, customs, processing and reworking costs, etc., arising from incorrect, defective, or delayed deliveries shall be borne by the supplier.

12. Warranty

- 12.2. For defects in material or workmanship, the warranty provisions that bind us vis-à-vis our customers shall apply.
- 12.3. The warranty period in any case shall last at least five years.
- 12.4. The ordered quality is binding on the supplier.
- 12.5. KAWE AG shall determine within the scope of the inspection whether a defect exists. If a defect exists, KAWE AG shall be entitled, at its discretion and irrespective of the supplier's fault, to demand a replacement delivery from the supplier, to demand that the supplier remedy the defect free of charge, to waive the delivery in whole or in part and claim damages for non-performance or the negative interest in the contract, or to demand a defect-free delivery and claim damages for delay.
- 12.6. Defects must also be remedied if they are only discovered during processing or use of the goods.
- 12.7. In the case of work contracts, the supplier shall be liable for both the replacement of the material and the work already performed in the event of production rejects.

13. Indemnification

The supplier is obliged to indemnify KAWE AG against third-party claims for damages, irrespective of any fault, which are asserted against KAWE AG, for example, due to non-compliance with legal or other generally binding regulations, insofar as the cause lies within the supplier's sphere of control and organization. In addition, the supplier must reimburse KAWE AG, irrespective of any fault, for all costs, including expenses for required recall actions and costs of legal pursuit.

14. Place of Performance, Benefits and Risk

- 14.2. The place of performance is 5417 Untersiggenthal.
- 14.3. Delivery must be made exclusively to the delivery address specified in the order and in accordance with the delivery terms stated there.
- 14.4. A supplier domiciled abroad who delivers to a place of performance in Switzerland expressly agrees that it may be sued for its obligations at this special domicile (Art. 50 para. 2 of the Federal Act on Debt Enforcement and Bankruptcy, DEBA) and that the possibility of attaching his assets under Art. 271 para. 1 no. 4 DEBA is not excluded.
- 14.5. Benefits and risks pass to KAWE AG upon delivery to the place of performance.

15. Value Added Tax

VAT must be shown separately.

16. Invoices and Other Documents

A separate invoice must be issued for each delivery. Our order number, account number, order date, and reference must be stated on all correspondence, such as confirmations, invoices, delivery notes, etc.

17. Origin Documentation

- 17.2. Preferential certificates of origin as well as declarations and marks of conformity of the country of origin or destination must be provided unsolicited per item on the corresponding commercial invoice to KAWE AG; non-preferential certificates of origin upon request. Furthermore, the supplier is obliged to issue supplier declarations for proof of origin for goods purchased in Switzerland. The costs incurred for this shall be borne by the supplier.
- 17.3. The supplier is responsible for the accuracy and completeness of the information on all certificates of origin. Irrespective of any fault, the supplier is obliged to compensate KAWE AG and/or KAWE AG's customers for any damage (including, but not limited to, all customs duties, taxes, fees, and other additional charges) arising from the fact that the preferential origin is not recognized by the competent authorities in the country of destination due to missing or incorrect proof.

18. Customs Tariff Number

The customs tariff number of the country of origin must be stated for each invoice item; for listed goods, also the national list number and that of the USA if the goods are subject to U.S. re-export regulations must be stated.

19. Export Controls, Economic Sanctions

The supplier guarantees compliance with all applicable national and international customs and foreign trade laws as well as all applicable export controls, economic sanctions, customs, and international trade laws issued by Switzerland, the EU, the USA, the UN, and other relevant authorities. The supplier shall ensure that its sub-suppliers also comply with these provisions. The supplier shall provide KAWE AG as quickly as possible, but no later than upon delivery and in the event of changes, with the documents required by KAWE AG for export, import, and re-export, in particular information on export control classification (e.g., ECCN).

20. Payment

- 20.2. Payment of the invoice shall be made, unless otherwise agreed, at the end of the month following complete delivery with 2% discount or 60 days from the date of the invoice net, provided that the goods have actually arrived at the destination and the required documentation is available in perfect condition. If the supplier delivers before the agreed date, the latter shall apply for determining the payment deadline.
- 20.3. Payment of the invoice does not constitute acknowledgment of defect-free or complete delivery.
- 20.4. The supplier may only offset undisputed or legally established counterclaims. It has no retention or other withholding rights.
- 20.5. In the event of defective delivery, KAWE AG is entitled to withhold payment until proper fulfillment.

21. Certificates and Declarations of Conformity

KAWE AG will inform the supplier from time to time which licenses, permits, certificates, manufacturer or conformity declarations, proof of obtaining or awarding certification marks or standard specifications, supply chain verifications, etc., are required for documentation, and the supplier undertakes to comply with these requirements and the corresponding documentation obligations at all times.

22. Compliance with ESG Provisions

- 22.2. The supplier shall take all reasonable measures to ensure environmentally sound handling and disposal of waste generated during contract execution in accordance with applicable legal provisions and to monitor this accordingly.
- 22.3. The supplier undertakes to comply with the respective statutory regulations on the treatment of employees, environmental protection, and occupational safety and to prevent adverse effects on people and the environment in its activities. To this end, the supplier shall, to the extent possible, establish and develop a management system in accordance with ISO 14001. Furthermore, the supplier shall observe all relevant principles developed by international organizations such as the UN, the Council of Europe, and the ILO for the protection of international human rights, the abolition of child and forced labor, the elimination of discrimination in hiring and employment, environmental responsibility, and the prevention of corruption.
- 22.4. The supplier must also oblige its sub-suppliers and their subcontractors to comply with the principles set out in Clauses 22.1 and 22.2 and implement control measures in this regard. The supplier is obliged to inform KAWE AG immediately if there is reasonable suspicion of a violation of relevant national and international standards at its own premises or those of its sub-suppliers.
- 22.5. Upon request, the supplier shall provide KAWE AG with a Conflict Minerals Report (Conflict Minerals Reporting Template). Conflict materials are, in particular, metals or minerals containing or consisting of tin, tantalum, tungsten, or gold, as defined in Annex 1 of the Swiss Ordinance on Due Diligence and Transparency regarding Minerals and Metals from Conflict Areas and Child Labor, or originating from areas defined by federal or international organizations as conflict or high-risk areas.

23. Audit Rights

- 23.2. KAWE AG has the right, itself or through authorized representatives, at any time up to ten (10) years after contract termination, to inspect the books, records, operating facilities, and/or data of the supplier in order to verify compliance with the provisions of such contract and/or the accuracy of the invoices and documents submitted by the supplier to the purchaser. The supplier must obtain equivalent audit rights from all sub-suppliers and ensure that these rights also apply to KAWE AG.
- 23.3. Upon request by KAWE AG, the supplier shall at any time confirm in writing specific facts regulated in these Purchasing Terms and Conditions for the entire supply chain, e.g., the waiver of child labor, the non-use of conflict materials, or environmental protection measures taken.

24. Insurance

For the duration of its contractual obligations, the supplier shall maintain suitable insurance, in particular product liability insurance and operational liability insurance including coverage for pure financial losses, to cover the liability risks associated with the performance of services in an amount of at least three times the order value. Upon request, the supplier must provide KAWE AG with written proof of sufficient insurance coverage.

25. Assignment

- 25.2. The supplier may not assign or transfer the rights and obligations arising from the contract to third parties without first obtaining the express written consent of KAWE AG. The consent of KAWE AG does not release the supplier from its contractual obligations. The supplier remains liable for the deliveries of its sub-suppliers in the same manner as for its own deliveries. The supplier must provide its sub-suppliers with all necessary information so that all requirements (including the essential specifications) can be met within the scope of the contract.
- 25.3. KAWE AG is entitled to assign its rights and obligations under the contract in whole or in part to third parties.

26. Waiver of Rights

If KAWÉ AG does not exercise one of its rights, this does not constitute a waiver of that right.

27. Severability Clause

Should individual provisions of these General Terms and Conditions be wholly or partially invalid or unenforceable or become so, or should they contain a gap, the validity of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision or to fill the gap, such valid and enforceable provision that comes closest in legal and economic terms to the invalid or missing provision shall be deemed agreed. The remaining provisions shall remain unaffected.

28. Language

If contract documents are signed in several languages and one of these languages is German, the German version shall be binding.

29. Choice of Law and Place of Jurisdiction

- 29.2. All legal relationships are subject exclusively to Swiss law, excluding conflict of laws rules (Federal Act on Private International Law) and the UN Convention on Contracts for the International Sale of Goods (CISG, Vienna Convention).
- 29.3. The ordinary court at the place where KAWÉ AG has its registered office at the time the action is filed shall have exclusive jurisdiction for the settlement of disputes.

Status as of May 13, 2026