

## General Terms and Conditions of Purchase of artemis control AG (as of 1st August 2023)

### I. Scope of application

(1) These terms and conditions apply to all deliveries and services (hereinafter: services) to us.

(2) Our General Terms and Conditions of Purchase (GTCP) shall apply exclusively in relation to the Contractor's General Terms and Conditions of Business (GTCB); this shall also apply if we do not expressly object to the Contractor's GTCP or other contractual terms and conditions. Any terms and conditions conflicting with or deviating from our purchase orders and these GTCP

Contractual terms and conditions of the contractor shall not be recognised and shall not be incorporated unless we have

expressly consented to in writing in the individual case.

With the execution of our order, our terms and conditions of purchase are accepted without restriction.

### II Offers, orders and other declarations

1. the offers should correspond to our enquiries; alternatives are welcome. They are free of charge and non-binding for us.

Orders, agreements and other declarations are only binding if we issue or confirm them in writing. The written form shall also be satisfied by a copy of an original remaining with us and signed by us. Orders which are expressly marked as such do not require the written form.

### III. prices

The agreed prices are fixed prices and are to be understood - plus the respectively valid value added tax - free place of use including packaging and freight costs. If a price "ex works" or "ex warehouse" has been agreed, we shall only bear the most favourable freight costs. All costs incurred until handover to the carrier, including loading and excluding cartage, shall be borne by the contractor. The agreement on the place of performance shall not be affected by the type of pricing.

We reserve the right to acknowledge excess or short deliveries.

### IV. Place of performance

The place of performance for claims of the parties is our administrative headquarters.

### V. Packing; Shipping

1. if the packaging remains the property of the contractor, he shall take it back at his own expense.

2. the transport risk shall in any case be borne by the contractor.

3. the contractor shall carefully safeguard our interests during dispatch. We are not obliged to dispatch wagonloads before the arrival of the delivery documents.

### VI. trade clauses

The INCOTERMS in the version valid at the time of conclusion of the contract shall apply to the interpretation of the trade terms.

### VII. Proofs of origin; turnover tax law

#### Evidence; export restrictions

1. the contractor shall provide proofs of origin requested by us with all the necessary details and duly signed without delay. The same shall apply to proof of foreign and intra-Community deliveries for VAT purposes.

2. the contractor shall inform us immediately if a delivery is subject in whole or in part to export restrictions under German or any other law.

### VIII. Drawings; execution documents; tools

Documents (e.g. drawings), devices, models, tools, other means of production or templates provided by us shall

remain our property. They may only be used, reproduced or transmitted to third parties for the purpose of processing the offer and executing the order. They must be returned to us immediately and free of charge after execution of the order.

We may demand the free and immediate surrender of all templates used by the contractor for the execution. Ownership of these templates and documents shall pass to us after payment. We are entitled, without special permission, to use them, if the contractor is in default, for bringing about the success of the contract, as well as for the procurement of accessory equipment, for maintenance and repair, for subsequent modifications and for the manufacture of replacement and reserve parts by us or external companies and to hand them over for such work. If necessary, the contractor shall also provide us with other information required to achieve the success of the contract.

### IX. Impediments to performance; limitation of claims for performance; legal position of subcontractors

The delivery dates or delivery periods stated in the order are binding. Changes to the design, form as well as the scope of delivery etc. do not change the delivery dates or delivery periods unless this has been expressly agreed.

2. if the contractor is impeded in the fulfilment of the contract or if he believes that he is, he must notify us immediately in writing, stating the reasons and the expected duration of the impediment.

The regular limitation period for our performance claims is five years after conclusion of the contract.

The contractor shall be liable for subcontracted supplies in the same way as for its own supplies. If a defect or damage is suspected in connection with subcontracted parts of the contractual service or subcontracted services, the contractor is obliged to provide us with information about the supplier, intermediary or subcontractor on request as well as all details and information required to assert claims against them.

(5) If an application for insolvency proceedings (abroad: comparable proceedings) is filed with regard to the assets of the contractor or if there are sufficient grounds for insolvency proceedings, the insolvency proceedings shall be terminated.

There are indications that the requirements of the If insolvency proceedings are applied for, we shall be entitled to an immediate extraordinary right of termination to the exclusion of claims for compensation on the part of the contractor.

### X. Deficiency

(1) At the time of the transfer of risk, all of the contractor's services must comply with the quality features of our order and be suitable without restriction for the customary period of use and the contractually stipulated purpose or, if such a purpose is not stipulated, for the customary purpose of use.

2. the services must comply with the recognised rules of technology and the European and Swiss technical standards, all legal and sub-legal provisions applicable at the place of performance, in particular also the provisions of occupational safety law, the requirements of the Equipment Safety Act, the accident prevention regulations and fire protection regulations and the provisions of environmental law.

(3) In the event of material defects and defects of title in the Contractor's services, the statutory provisions shall apply with the proviso, that in the case of purchase agreements, contracts for work and services, the

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right to choose the type of subsequent performance - rectification or replacement delivery. We are entitled to set a reasonable deadline for subsequent performance unless subsequent performance is unreasonable for us. In addition to the cases regulated by law, such unreasonableness may also result in particular from an imminent unreasonable delay or an uncertain occurrence of success in the case of safety-relevant or operationally or commercially necessary devices, systems or equipment. A mutually agreed period for subsequent performance shall have the same legal effects as a deadline set by us.

(4) In the event of material defects, we shall be entitled, without prejudice to statutory claims, also in the case of purchase contracts and contracts for work and materials, after the fruitless expiry of a period set for subsequent performance in accordance with Art. 366 of the Swiss Code of Obligations, to remedy the defect ourselves and to claim an advance payment.

(5) Insofar as we are entitled to withdraw from the contract by virtue of statutory or contractual provisions in the event of non-performance or improper performance, the withdrawal may - insofar as the non-performance or improper performance is limited to a definable part of the performance - be limited to this part while maintaining the remainder of the contract.

(6) After exercising the right to withdraw from the contract due to non-performance or improper performance and in the event of a claim for damages instead of performance, we shall be entitled to an advance payment claim in an appropriate amount due to the expected costs plus a security surcharge of 50 % if the performance or residual performance must be awarded elsewhere, without prejudice to the statutory rights. In this case, we are only obliged to obtain several offers insofar as this does not cause or threaten to cause considerable delays or disruptions to the operating, production or business processes. We shall invoice own work at market prices customary for third parties.

Insofar as we are responsible for the inspection of the performance and the notification of defects in accordance with Art. 367 CO, we shall have two weeks from the date of delivery for their timely fulfilment. The notification of a defect which only becomes apparent at a later date shall be within the time limit pursuant to Art. 370 III CO until the expiry of two weeks after its discovery.

8. if a material defect becomes apparent within six months of the transfer of risk, it shall be presumed that the item was already defective at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.

### XI. Property rights

(1) The contractor shall be liable for ensuring that its services and their utilisation by us do not infringe the intellectual property rights of third parties. Upon proper payment, the contractor shall transfer to us the exclusive rights of use, unlimited in time and space, to the deliveries sold by him, insofar as intellectual property rights exist to these. The proper payment includes a corresponding remuneration for this. The same shall apply to the procurement of accessory equipment, for maintenance and repair, for subsequent modifications and for the manufacture of spare and reserve parts by us or third-party companies.

Without prejudice to our statutory claims, the contractor shall indemnify us against all claims of third parties and all damages, expenses and other disadvantages incurred by us in this connection. This also includes, in particular, any disadvantages that we may suffer as a result of any necessary changes to buildings, machinery, equipment

and IT systems or programmes and as a result of delays in the construction, project or operational process.

### XII Invoicing

1. a separate invoice shall be submitted for each order. The invoice must comply with the requirements of the applicable tax laws, in Germany in particular the Value Added Tax Act, and must clearly, concisely and comprehensibly list the services rendered, stating our order number. If acceptance of the service has been agreed, the acceptance report must be enclosed.

2. the quantities, contents and numbers of items recognised by us shall be decisive for the calculation.

### XIII Payment

We shall pay without deduction by the end of the month following delivery and receipt of the invoice. In the event of acceptance of early deliveries, the due date shall be based on the agreed delivery date.

2. payments by us do not imply any acknowledgement of the settlement and the absence of defects in the performance.

### XIV Security deposit

If we make down payments on our order, we shall be entitled at any time to demand the transfer of ownership by way of security of corresponding materials, in particular of the ordered items that are being processed.

### XV. Assignment; Transfer of Contract; Change of Company Name

1. the contractor may not assign claims against us in whole or in part without our express prior written consent; we will not refuse consent without good cause.

2. for assignments based on extended reservation of title, consent shall be deemed to have been granted from the outset with the proviso that we reserve all rights against the assignee to which we would be entitled against the contractor without the assignment. We do not accept collection authorisations.

3. without our express prior written consent, the contractor may not transfer the performance of its contractual obligations in whole or in part to third parties. If such consent is given, the contractor shall remain liable to us as joint and several debtor.

The contractor shall notify us immediately of any transfer of the contract by operation of law and of any change in his company.

### XVI. Offsetting and retention by the contractor

1. the contractor may only offset against undisputed or legally established claims.

2. he shall only be entitled to rights of retention insofar as they are based on the same contractual relationship.

### XVII Jurisdiction; Applicable Law

The place of jurisdiction for both parties is Uster, Switzerland; in addition, we are entitled to choose the general place of jurisdiction of the contractor.

In addition to the contractual provisions, the laws of Switzerland governing the legal relationships of domestic parties shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CSIG) and the Swiss Private International Law (IPRG).

### XVIII Partial Ineffectiveness; Prohibition of Advertising; Data Protection

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(1) These terms and conditions shall remain in full force and effect even in the event that individual parts are legally invalid.

2. the use of our enquiries and orders for advertising purposes is not permitted.

Data arising in connection with the business relationship will be stored and processed by us in files.