

General Terms and Conditions of Purchase of KUK Electronic AG

Unless otherwise agreed in writing, the following Terms and Conditions of Purchase apply exclusively to our existing and future orders. The terms and conditions of the supplier or contractor (hereinafter referred to uniformly as the supplier) shall only apply if we agree to them in writing. In the event of missing information in the customer documents and/or contradictions, the following order shall apply:

1. Individual written agreements
2. Order from KUK Electronic AG
3. General Terms and Conditions of Purchase of KUK

The present General Terms and Conditions of Purchase of KUK shall in any case take precedence over any other provisions that contradict them.

1 Placing and acceptance of orders

- 1.1 Only orders and agreements placed in writing are binding. In particular, our employees are obliged to confirm in writing any verbal side agreements or commitments that go beyond the content of the written contract or amend these terms and conditions of purchase to our disadvantage.
- 1.2 The supplier must confirm the order in writing within 2 working days of receipt. If we have not received an order confirmation or feedback within 10 working days of the order date, we are entitled to cancel the order without the supplier being able to derive any claims from this.
- 1.3 All affected components must comply with the RoHS Directive and the REACH Regulation and be free of conflict minerals (Dodd-Frank Act). In the event of non-compliance, the contractor must inform KUK Electronic AG immediately in writing.

2 Delivery time

- 2.1 Agreed delivery dates are binding. Compliance with the delivery date depends on the receipt of the delivery at the destination.
- 2.2 As soon as the supplier realises that it will not be able to deliver and/or perform (hereinafter uniformly referred to as delivery) in whole or in part on time, it must notify us immediately, stating the reasons and the expected duration of the delay.
- 2.3 Partial deliveries are only permitted if we agree to them in writing.
- 2.4 The period for fulfilling our contractual obligations shall be extended in the event of force majeure, industrial disputes, operational disruptions, shortages of energy and raw materials, 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 notify the supplier immediately of the beginning and end of the aforementioned obstacles. In this respect, a delay in acceptance/payment cannot be held against us.
- 2.5 In the event of a delay in delivery, we shall be entitled to claim any costs incurred in consultation with the supplier. Further legal rights remain unaffected.

3 Supplier's duty to provide information for customer-specific parts

The supplier shall notify us in good time before making any changes to manufacturing processes, materials or supplier parts for the products, relocating production sites, or changing procedures and facilities for testing the products or other quality assurance measures, so that we can check whether the change could have any adverse effects. The supplier shall impose corresponding obligations on third parties whom it engages to fulfil its obligations towards 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 unchanged parts until we have found an alternative solution.

4 Delivery / Acceptance

- 4.1 Each delivery must be accompanied by delivery notes stating our order number, the type of packaging and the quantity and 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 of time.
- 4.2 We are entitled to specify the shipping method and the carrier. Otherwise, the supplier is obliged to choose the most favourable shipping method for us.
- 4.3 The supplier has not fulfilled its delivery obligation until we have received the proper delivery and shipping documents. Until then, 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 are understood to be delivery free to the destination.
- 5.2 Unless otherwise agreed, payment shall be made within 30 days net at our discretion. The payment period shall commence after the goods have been received in full in accordance with the contract and the documents have been received in accordance with clause 4.1, but not before the agreed delivery date.
- 5.3 All payments shall be made subject to the rights of any defects. If the goods delivered are defective, we shall be entitled to exercise a right of retention. Payments do not constitute acceptance of performance or waiver of warranty or compensation. The same applies to the receipt of our goods acceptance.

6 Packaging

The goods to be delivered shall be packaged in the customary manner or, at our request, provided with special packaging in accordance with our instructions.

7 Transfer of risk

In accordance with defined Incoterms 2020.

8 Warranty

- 8.1 The limitation period for claims for defects is 24 months. For individual parts, the period begins with acceptance (contract for work) by or delivery (purchase contract) to us; for machines or plant components, it begins with the signing of the final acceptance report.
- 8.2 The supplier warrants that the delivery item is free of legal and material defects when handed over to us or our customer and that it complies with the latest state of the art, the relevant laws, safety and accident prevention regulations, as well as the usual and technical quality assurance standards. In the event of differences in the wording of these standards, the German version shall prevail.
- 8.3 Upon receipt, we shall inspect the goods for obvious defects, identity, short quantities and transport damage. There is no further obligation to inspect. We shall notify the supplier of any defects or other deviations within a reasonable period of time. In this respect, the supplier waives the objection of late notification of defects.
- 8.4 In the event of defects, we may, at our discretion, demand either rectification or replacement delivery of the defective goods. After the unsuccessful expiry of a reasonable grace period or – if it is no longer possible to set a grace period due to the particular urgency – after informing the supplier, we shall also be entitled to remedy the defects ourselves at the supplier's expense, to have them remedied by a third party or to obtain replacements elsewhere.
- 8.5 The supplier shall bear all expenses for the purpose of rectification or replacement deliveries at the respective place of use of the goods. We shall inform the supplier of the place of use upon request.
- 8.6 If the supplier repairs or replaces delivery items in whole or in part, the limitation period specified in clause 8.1 shall recommence with regard to these parts, unless the subsequent performance involved insignificant effort or was an express gesture of goodwill on the part of the supplier.

9 Liability

- 9.1 To cover the general liability risk, the supplier is obliged to take out liability insurance with adequate coverage. We are entitled to request proof of insurance.
- 9.2 If claims are made against us on the basis of product liability, the supplier shall indemnify us against such claims upon first written request, provided that and to the extent that the damage was caused or contributed to by a defect in the product delivered 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, proof of the causality of the defect for the damage shall suffice; 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 causation/fault, including the costs of any legal action or recall campaign; this shall also apply in the case of recognisable or imminent series faults. In any case, the supplier shall bear the costs and expenses corresponding to its share of causation/fault, including the costs of any legal action or recall campaign; this shall also apply in the case of recognisable or imminent series faults.

9.5 The supplier shall bear any damages resulting from non-compliance with these terms and conditions of purchase.

10 Working at our premises or at our customers' premises

If employees or agents of the supplier work at our business premises or at customers' premises, they must observe the accident prevention regulations and all other safety regulations as well as the respective operating rules.

11 Third-party property rights

11.1 The supplier guarantees that the use of the delivered goods does not infringe any property rights, such as patents or utility models, other rights or business or trade secrets of third parties, including in the country of use. In this respect, the supplier shall indemnify us against any claims by third parties.

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

11.3 This shall not apply if the supplier manufactures goods exclusively in accordance with our drawings and models and did not know or have reason to know that the manufacture of these goods infringes the rights of third parties.

12 Production equipment, samples, drawings

12.1 Tools or other production equipment manufactured on our behalf and paid for by us shall become our property upon full payment. The transfer of ownership shall be replaced by the supplier storing the items for us free of charge with the diligence of a prudent businessman. The supplier shall store the items belonging to us separately from other items that do not belong to us. Our ownership of the items shall be indicated on the items themselves and in the business records. Upon termination of the business relationship, the tools shall be returned upon request.

12.2 When awarding contracts for work of any kind (e.g. research and development contracts), we shall be exclusively and fully entitled to the results of the work and the resulting intellectual property rights. The decision as to whether to register property rights shall be ours alone. If copyrights arise in connection with an order, the supplier shall grant us exclusive rights of use to the work, unlimited in time and space.

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

13 Confidentiality

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

13.2 Documents and items of all kinds, such as samples, drawings, tools, models, etc., which we make available to the supplier, must be returned to us free of charge and without

request as soon as they are no longer required for the execution of the order. Such documents may not be used by the supplier for its own purposes or made available to third parties.

- 13.3 If this confidentiality obligation is violated, we shall be entitled to terminate the entire contractual relationship with the supplier without notice and without compensation and, if necessary, to reclaim any payments already made.

14 Provision of materials

- 14.1 Materials provided remain our property. They must be stored in a clearly arranged and separate manner and clearly marked as our property. The supplier is liable for damage to or loss of the materials provided, even if he is not responsible for this. He must take out adequate insurance against fire and water damage as well as theft at his own expense.
- 14.2 The materials may only be used for their intended purpose and must be returned to us if they are not required for the order.
- 14.3 After processing the materials provided, we shall acquire co-ownership in proportion to the value of the manufactured item.

15 Assignment

The rights of the supplier arising from the contract may only be assigned or pledged with our written consent. This does not apply to monetary claims. However, we may make payments to the supplier with discharging effect.

16 Severability clause

Should individual provisions of these General Terms and Conditions of Purchase be or become invalid or void in whole or in part, the contracting parties undertake to replace the invalid or void provision with a valid provision that comes as close as possible to the purpose pursued by the invalid or void provision.

17 Place of performance, place of jurisdiction and applicable law

- 17.1 The place of performance for all deliveries and services is the destination specified by us.
- 17.2 The exclusive place of jurisdiction is the court responsible for our registered office at KUK Electronic AG in Appenzell, Switzerland.
- 17.3 Swiss law applies.

18. Convenience translation

Should any conflict arise between the German language version of this Agreement and any translation hereof, the German language version shall be controlling.

Appenzell, 20.02.2026