

## General Terms and Conditions KUK Electronic AG

These General Terms and Conditions apply to business transactions between the supplier KUK Electronic AG (CHE-106.656.470), hereinafter referred to as KUK, and the customer. By sending an order to KUK, these General Terms and Conditions shall be deemed to have been accepted by the customer and shall take precedence over any other agreements, such as terms and conditions of purchase. Mutual agreements are only binding if they are confirmed in writing.

In the event of missing information in the customer documents and/or contradictions, the following order of precedence shall apply:

- Individual written agreements
- General terms and conditions of purchase and delivery KUK
- Terms and conditions of sale and delivery KUK
- Order of the customer
- Technical delivery conditions of the customer

These General Terms and Conditions of Business of KUK shall in any case take precedence over any other conflicting provisions.

### 1 Offers / Requests

Quotations are limited in time in accordance with statutory regulations or the specific information on the quotation. The written form is agreed for the placing of orders with KUK. The order shall be deemed to have been accepted with the written order confirmation. If orders are cancelled, the expenses incurred shall be invoiced.

### 2 Prices

Unless otherwise agreed, prices are quoted in Swiss francs (CHF), excluding VAT and ex works. KUK reserves the right to adjust prices if there are significant increases in procurement costs during the procurement period (fiscal burden, customs duties, transport costs, strong currency fluctuations or similar). This price adjustment would be shown accordingly.

### 3 Terms of payment

The invoice is payable net within 30 days. The agreed payment dates shall also be observed by the customer if transport, delivery or acceptance are delayed or rendered impossible for reasons for which KUK is not responsible. The customer's right to set-off is excluded. If the customer is in arrears with an agreed payment, KUK shall be authorised, without limiting its statutory rights, to suspend further performance of the contract, to suspend manufacture or to withhold deliveries ready for dispatch. From the agreed due date, the customer shall owe default interest of 4% above the SARON interest rate of the contractual reference currency applicable at the due date. If the customer is more than two weeks in arrears with a payment or the provision of an agreed security, the entire remaining amount shall become due immediately.

## 4 Data protection

KUK is authorised to process personal data in the context of the execution of the offer and order. The customer acknowledges that KUK may also make such data accessible to third parties and store it for the purpose of processing the order.

## 5 Industrial property rights / technical documents

All rights and technical documents created during the manufacturing process remain the exclusive property of KUK.

## 6 Delivery period

Delivery periods are non-binding and are based on the circumstances at the time of the offer. Delivery periods shall run from the date of the order confirmation until the delivery leaves KUK. In the event of unforeseeable events, delivery periods may be extended. A delay in delivery shall not entitle the customer to withdraw from the contract; moreover, the customer shall not be entitled to any claims for damages.

## 7 Free advice

Any advice provided free of charge shall not be subject to any obligations. KUK accepts no liability whatsoever for the advice given, in particular for the accuracy of the content.

## 8 Fulfilment of the order

The delivery is fulfilled and the benefits and risks are transferred to the customer when the delivery leaves KUK's premises. This shall also apply if postage or carriage paid delivery has been agreed. If dispatch is delayed for reasons for which KUK is not responsible, the delivery shall be stored and insured at the customer's expense and risk.

## 9 Inspection and notification of defects

The customer is obliged to inspect the delivery for any defects immediately upon arrival and to notify KUK of such defects in writing. Thereafter, the delivery shall be deemed accepted. The risk of a reduced incoming goods inspection shall be borne by the customer. Hidden defects are excluded from acceptance within the scope of the statutory provisions. The carrier is to be instructed by the customer to immediately record a protocol, which is to be sent to KUK without delay. The customer is then obliged to check the contractual items immediately for their function. Any defects in a delivery item must be notified to KUK in writing immediately, but at the latest within five working days of receipt of the delivery concerned, stating the defect found. Defects which cannot be discovered within the five-day inspection period even after careful inspection (hidden defects) must be reported to KUK in writing immediately after their discovery and with a detailed description of the defect.

## 10 Warranty

KUK guarantees the services provided for one year from the date of delivery. Timely fulfilment of the agreed terms of payment by the customer is a prerequisite for the warranty. The warranty covers the repair of defects or the replacement of the services provided (if components are still available). In the event of improper handling or improper repair efforts on the part of the customer, the guarantee shall lapse. Claims for damages arising from use or defects in

the delivery are expressly excluded. KUK undertakes to repair or replace all parts which demonstrably become unusable as a result of poor material, faulty design or poor workmanship by the end of the warranty period. The right to cancellation or reduction as well as the assertion of damages is excluded. If a delivery is still defective despite replacement delivery or repair, KUK may take back the defective delivery against return of the payments received. The customer's obligation to pay shall not be affected by asserted defects. The retention or reduction of payments due to complaints is only permitted with the express consent of KUK. The customer's warranty and liability claims are conclusively regulated in these terms and conditions. Subject to mandatory statutory provisions, the customer shall in no case be entitled to contractual or tortious claims for compensation for damage not caused to the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit and other direct or indirect damage of any kind.

### **11 Retention of ownership**

KUK retains ownership of all goods sold or delivered until the purchase price has been paid in full. If the customer is in default, KUK may take back the goods in accordance with statutory provisions. The customer authorises KUK to make the entry or priority notice of the reservation of title in public registers or books and undertakes to provide all required signatures.

### **12 Severability clause**

Should individual provisions of these General Terms and Conditions of Sale be or become invalid or void in whole or in part, the contracting parties undertake to replace the invalid or void provision by a valid provision which achieves the purpose of the invalid or void provision to the greatest possible extent.

### **13 Amendments, law and place of jurisdiction**

The legal relationship shall be governed exclusively by Swiss law. The exclusive place of jurisdiction for disputes arising from this contract, including those relating to the validity of the contract or these General Terms and Conditions of Delivery, is always the registered office of KUK Electronic AG in Appenzell, Switzerland.

### **14. 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