

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR DERUNGS LICHT AG

1. Scope

- Unless otherwise agreed in writing, the following terms and conditions apply to the contractual relationship.
- Upon initial delivery under these terms and conditions, the supplier also acknowledges them as exclusively legally binding for all further delivery relationships.
- The general terms and conditions used by the supplier do not apply, even if we do not expressly object to them.
- All forms of transmission that enable proof by text, such as fax or e-mail, are equivalent to the written form.

2. Offer, order, order confirmation, changes

- Quotations are prepared free of charge.
- Any deviations of the quotation from our request or deviations of the order confirmation from our order must be expressly pointed out. Our order alone is decisive for the scope of delivery. Only written orders are valid; orders placed verbally or by telephone require our written confirmation.
- After conclusion of the contract, we have the right to request changes to the delivery item, regarding specifications, drawings, design, construction, time and place of delivery, packaging, quality, quantities, and means of transport. If such a change results in an increase or reduction in costs for the supplier or postpones the delivery date, the supplier must inform us as soon as possible, at the latest within 7 working days of the expected additional costs and/or the extent of the delivery delays. The parties shall then agree as soon as possible on an appropriate adjustment of the supplier's remuneration or the delivery date.

3. Prices, terms of payment

- All prices are fixed prices for the entire contractual period of performance. They include delivery to the agreed destination and packaging. In the absence of an express price agreement, the prices last charged for these, or comparable services shall apply.
- The invoice must show the applicable value added tax.
- Payment of invoices shall be made at our discretion either within 14 days with a 3% discount or within 60 days, net, in each case upon receipt of the proper invoice (as well as other necessary evidence such as proof of origin or, in the case of imports, the customs tariff number, etc.), but at the earliest upon receipt of the goods.

4. Delivery time, contractual penalty

- The decisive factor for compliance with the delivery date or delivery period is the receipt of the goods at the destination. Unless otherwise agreed, this is our headquarters in CH 9200-Gossau/SG.
- Partial deliveries or advance deliveries of more than three working days require our prior consent.
- The supplier must notify us immediately of any foreseeable delivery delays, stating the reasons and the expected duration of the delay.
- In the event of delivery delays, we are entitled to claim a contractual penalty of 1% of the delayed delivery value per day of delay, up to a maximum of 20% of the delivery value of the order in question. Payment of the contractual penalty does not release the supplier from compliance with the corresponding obligations. We reserve the right to prove and claim higher damages.

5. Delivery, transfer of benefits and risk, packaging

- All deliveries must be made in the quantities and batch sizes ordered and must be accompanied by a delivery note and any other shipping documents.
- Deliveries must be properly packaged using suitable packaging material. The supplier is liable for damage resulting from improper packaging.
- Unless otherwise agreed in writing, deliveries to the agreed destination are made at the supplier's expense and risk. For imports, the DDP trade clause (Incoterms 2020) applies.

6. Information and documentation

If it becomes apparent that agreements made, such as quality characteristics, deadlines, or delivery quantities, cannot be met, the supplier must inform Derungs immediately and clarify how to proceed. This also applies to deviations identified after delivery. In the interest of a quick solution, the supplier shall disclose the necessary data and facts.

Technical changes require the approval of Derungs. This applies in particular to:

- any changes to the product, in particular any changes to functional, processing, or safety-related product parts,
 - changes in subcontractors,
 - changes in testing procedures/equipment,
 - relocation of production sites,
 - procedural and organizational changes,
- other changes where an impact on quality cannot be ruled out.

The supplier undertakes to notify Derungs in writing in good time before planned changes so that Derungs can check whether the changes could have a negative impact.

All changes to the product and in the process, chain must be documented by the supplier. The relevant documents and evidence must be provided to Derungs upon request.

The supplier shall retain all quality records and any associated samples and specification documents (specifications, drawings, work and test plans) for a period of 10 years after delivery of the contractual item to Derungs.

The following information must be clearly stated on the order confirmations:

- Unit price
- Delivery date
- Incoterms
- Terms of payment

The following information must be clearly stated on the invoices in future:

- The customs tariff number for each item ordered and delivered
- The correct origin of the goods, documented by an invoice declaration or certificate of origin
- The CH export control number (EKN) for dual-use products in accordance with GKV, Annexes 1 + 2, or written confirmation that the product cannot be used for technical dual-use purposes
- the US Export Control Classification Number (ECCN) – or a relevant ECCN number subject to the US EAR (Export Administration Regulation) denied in writing

7. Acceptance, complaints, quality assurance, legal regulations

Deliveries of large quantities of identical parts shall be inspected using statistical sampling methods. If the samples reveal defective parts, we may reject the entire delivery without further inspection or carry out a further inspection at the supplier's expense.

- In the case of ongoing deliveries or deliveries after product approval, the supplier is obliged to inspect the delivery item for any deviations and changes whenever there is a change in the manufacturing conditions at its premises, in particular when tools or machines are replaced or new manufacturing processes are introduced, and to notify us of these in writing. The same applies to any product changes that affect use and application.

- We shall report any defects within 2 weeks of receipt of the goods or, in the case of hidden defects, after discovery of the defect.

- We only accept deliveries that comply with the applicable regulations (in particular EU regulations RoHS/REACH) and legal requirements regarding technical quality, product safety, and occupational and operational safety. Failure to comply with these regulations entitles us to claim damages.

8. Warranty, liability

- At our request, the supplier is obliged to provide a sample, a test specimen and/or drawings/data sheets. The properties specified therein shall be deemed to be contractually agreed.

- The warranty period shall be 36 months from delivery, unless expressly agreed otherwise. It shall commence upon delivery of the delivery item to the destination.

- Defective delivery items shall be repaired or replaced free of charge at our discretion. In addition, we shall be entitled to the statutory claims in the event of defects.

9. Third-party property rights

- The supplier guarantees that the delivery items are free from third-party property rights, in particular patent and copyrights, which exclude or restrict the unrestricted use of the delivery items by us or our customers.

10. Rights to documents and tools provided

- Drawings, models, matrices, templates, samples, tools, and other production equipment, as well as confidential information provided by us to the supplier or paid for by us, remain or become our property. They may only be used for deliveries to third parties with our prior written consent.

- After use, the supplier shall return the means made available to it in perfect condition, subject to normal wear and tear. It is not entitled to retain copies and/or use such documents and tools for its own purposes.

11. Confidentiality

- The contracting parties undertake to treat all non-public commercial and technical details that become known to them through the business relationship as trade secrets.

- The contracting parties may only advertise their business relationship with prior written consent.
- At our request, both parties shall additionally conclude a separate confidentiality agreement.

12. Place of performance and applicable law

- The place of performance for all obligations of the parties is the registered office of Derungs Licht AG, CH-9200 Gossau SG. Our legal relationships are subject to Swiss law, excluding conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

13. Place of jurisdiction

- The exclusive place of jurisdiction is the headquarters of Derungs Licht AG, CH-9200 Gossau SG. However, we reserve the right to appeal to any other competent court.

Valid from 01.08.2025