

GENERAL TERMS AND CONDITIONS OF PURCHASE OF EUGEN SEITZ AG

1 Scope

1.1 These General Terms and Conditions of Purchase (Conditions) are the only conditions under which Eugen Seitz AG (Seitz) is prepared to purchase products, components or materials (Goods) from suppliers (Suppliers), and all orders from Seitz shall be governed exclusively by these Conditions to the entire exclusion of all other general terms and conditions. No terms or conditions associated with the Goods delivered or included in the Supplier's price quotation, order confirmation, delivery documents or invoices shall form part of an order and the Supplier waives any right it may otherwise have to rely on such terms or conditions.

1.2 An order represents an offer by Seitz to purchase the Goods from the Supplier in accordance with these Conditions, and an order is only deemed to have been accepted when the Supplier either expressly accepts the order by means of an order confirmation or implicitly by fulfilling the order in whole or in part. The order shall be considered an invitation and shall lapse if it is not accepted by the Supplier within ten (10) days of its receipt by the Supplier.

2 Specification and Quality

2.1 Where a specific standard of performance, suitability, capacity or function of the Goods is specified, the Goods must meet those requirements and the Supplier shall provide any test results and declaration of conformity which may be required, including EC declarations of conformity in relation to EMC, low voltage or machinery, as well as being required to provide relevant assembly and installation instructions concerning practicable guidelines and/or relevant analysis certificates and any further documents required in association with the order.

2.2 Seitz reserves the right to inspect, examine and test the Goods at any time prior to delivery as well as during production, processing and storage. Seitz representatives, representatives of a public authority or other customers involved must be granted access to the Supplier's premises where the Goods are manufactured, processed or stored at a mutually agreeable time so that they can check the progress in the development and manufacture of the Goods.

2.3 The Supplier must, at their own expense, remedy any identified deviations from quality requirements or specifications immediately. Inspections, examinations or tests do not release the Supplier from his contractual obligations, either in whole or in part, and are in no way to be construed as approval or acceptance of the Goods in the sense of compliance with an order.

3 Legal Compliance

3.1 *Applicable laws*, for the purposes of this clause, include all applicable legislation, rules, regulations, ordinances and codes of practice relating to, among other things, the manufacture, packaging and delivery of the Goods, labour law, all import/export laws, rules, regulations as well as all environmental regulations, and the term ensure means to assure and guarantee in the sense of an obligation.

3.2 The Supplier shall ensure compliance with all applicable laws when fulfilling orders. If the Goods are not manufactured in the country in which they are delivered to Seitz, the supplier shall mark the Goods as "Made in (country of origin)". At Seitz's request, the Supplier must, immediately and free of charge, provide all reports, information and/or certificates required by the applicable laws.

3.3 The Supplier shall ensure that the Goods comply with all applicable laws in the places where the Goods are likely to be used or sold and shall provide, upon request, all reports and information required for the Goods, including without limitation, all necessary certification confirming that the provisions of the Chemicals Act, along with the Chemicals Prohibition Ordinance detailing prohibitions and restrictions regarding the marketing of certain substances and mixtures and certain articles that may release or contain them, have been complied with. The most current versions of documents necessary to be able to determine the country of origin of the Goods sold to Seitz must be kept and made available by the Supplier.

3.4 The Supplier shall ensure that the manufacture and delivery of the Goods (by the Supplier or their suppliers) does not take place in racially segregated

facilities or in a location where racially segregated facilities are located, or with the use of forced labour, prisoners or children, or in violation of the minimum wage, working hours or overtime laws of the country of manufacture or any other country to which the Goods are delivered.

3.5 Furthermore, the Supplier shall guarantee to contractually oblige its employees, subcontractors, sub-suppliers and other third parties involved in fulfilling an order to comply with the Seitz Code of Conduct.

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4 Price and Payment

4.1 The price for the Goods and the currency in which the price shall be paid must be stated in the order and, unless Seitz has agreed otherwise in writing, are exclusive of VAT but include all other charges or fees. Changes in the price and the imposition of surcharges shall require Seitz's prior written consent.

4.2 Unless otherwise provided for in the order, Seitz must pay the price of the Goods either within 60 days of receipt of an undisputed invoice duly delivered to the billing address or within 10 days with a 2% discount deducted.

4.3 Seitz may, at any time, set off any amount owed to them by the Supplier against the amount they owe to the Supplier under an order.

5 Documentation, Packaging and Labelling of Goods

5.1 All shipping notices, invoices and delivery notes must contain the order number, the order date, the item number and a description of the Goods.

5.2 The Goods must be properly packaged, labelled and shipped at the Supplier's expense in accordance with Seitz's requirements. The Supplier must clearly include their name and the full destination on the outside of each package and attach a packing slip indicating the contents and the reference number of the customer's order. Seitz is not obliged to pay for or return packaging materials or packaging containers to the Supplier.

6. Delivery

6.1 Unless otherwise provided for in the order, the Goods shall be delivered duty paid (DDP) in accordance with Incoterms 2020 to the delivery address specified in the order. All deliveries must be made during Seitz's normal business hours.

6.2 The delivery date must be stated in the order. Compliance with delivery deadlines is one of the main obligations of these Conditions. The number of packages, the contents and, in the case of a partial delivery the outstanding delivery quantities shall be stated therein.

6.3 If the Goods are not delivered by the delivery date, Seitz reserves the right, without prejudice to any other rights to which it may be entitled, to withdraw from the contract in whole or in part, to refuse to accept further

deliveries of Goods that the Supplier is still endeavoring to make, and to pay 1% of the purchase price deductible from the price of the Goods each working day on which the delay continues, up to a maximum of 10% or, if the Supplier has already paid the price, to claim this amount from the Supplier as liquidated damages for delay and claim additional compensation for costs, losses, cover purchases, lost profits or expenses incurred by Seitz that were not offset by such liquidated damages and are attributable to the Supplier's delay in delivering the Goods.

7 Transfer of Title and Transfer of Risk

The risk of accidental loss of Goods shall only transfer to Seitz after complete delivery, with the transfer of title taking place at the same time. If Seitz rejects Goods, ownership and risk will pass back to the Supplier within 48 hours of receipt of notification of rejection by the Supplier.

8 Replacement Parts

The Supplier shall provide spare parts for the Goods to Seitz, as required, for a period of ten (10) years upon delivery or to provide alternative sources of supply.

9 Warranty

9.1 The Supplier shall warrant that the Goods delivered, when used properly, are free from design, material and workmanship defects for a period of 24 months. The Supplier also warrants that the Goods are new and have not been overhauled or repaired, that they conform to the specifications in the order and in terms of form, condition and function are suitable for the intended purpose. The Supplier shall guarantee that any services provided in connection with the delivery of the Goods are carried out in a proper and professional manner by trained employees.

9.2 The aforementioned warranties shall apply in addition to any existing statutory warranties and all warranties otherwise assumed by the Supplier and continue after Seitz has accepted the Goods and paid the purchase price.

10 Defect Claims

If Goods are not delivered in accordance with the order or the Supplier does not comply with the terms of the contract, Seitz shall have the right, at its sole discretion, to require the Supplier to return the Goods within 14 days of notice from Seitz (at the Supplier's expense). Seitz shall also have the right to instruct the Supplier to repair or replace the Goods, to refuse to accept further deliveries of the Goods without liability to the Supplier, to reject the Goods (in whole or in part) and to return them to the Supplier at the risk and expense of the Supplier with the proviso that the Supplier must immediately

refund the amount paid for the returned Goods and claim compensation for any damage that may have arisen as a result of the Supplier's breach or breaches of contract.

11 Indemnity

The Supplier shall fully indemnify Seitz holding them harmless against any actions, proceedings, claims, demands, damages, costs, fees and expenses asserted against Seitz. This 'hold harmless clause' shall extend to Seitz incurring any liability relating to or resulting from defective workmanship, quality, construction or materials, including any product recalls or corrective actions, any actual or alleged infringement of any intellectual property right through the use or sale of the Goods supplied to Seitz, personal injury or death or loss or damage to property caused by a culpable act or omission of the Supplier, subcontractors or agents or by defective design, workmanship or materials, all claims asserted against Seitz at any time arising from accidents of the Supplier's employees or the employees of the Supplier's subcontractors and any liabilities arising at any time from any unlawful acts or omissions of the Supplier's employees or the employees of the Supplier's subcontractors.

12 Insurance

The Supplier shall ensure that adequate insurance is taken out against risks associated with the delivery of Goods and the provision of services that meets Seitz's requirements and, upon request, shall provide Seitz with the relevant insurance policy and proof of payment of the insurance premiums due.

13 Confidentiality

13.1 For the purpose of this clause "Confidential Information" shall mean the disclosing party's information in any form, whether it be oral, documentary, magnetic, electronic, graphic or digital that relates to the disclosing party's business and including information relating to patents, trademarks, registered/unregistered rights, design rights, copyrighted materials, technical drawings, specifications, data, know-how, inventions, models, sample components, formulae, manufacturing processes, analytical and quality control procedures, sales data, expected sales volumes, information regarding potential or actual customers, business structure, assets, liabilities, operations, financial plans and strategies.

13.2 The receiving party shall not divulge or disclose any Confidential Information to any third party without the prior written consent of the disclosing party for any reason other than for the purposes of manufacturing and purchasing the Goods in accordance with these Conditions.

13.3 The obligation of confidentiality shall apply at all times during the term of deliveries and services under these Conditions and for a period

of 5 years after disclosure. However, this will cease to apply to information that becomes public knowledge at the time of disclosure through no fault of the receiving party or is disclosed subject to a legal or regulatory requirement.

13.4 Each disclosing party shall have the right to request the other receiving party to return any Confidential Information in its possession immediately upon expiration or earlier termination of the contract (for any reason whatsoever).

14 Property owned by Seitz

Materials, equipment, tools, dies, moulds, copyrights, design rights or other intellectual property rights in all drawings, specifications and data provided by Seitz to the Supplier are and shall at all times remain the exclusive property of Seitz. The Supplier must keep these safe and in good condition at its own risk until they are returned to Seitz. In accordance with Seitz's written instructions however, the Supplier may use them exclusively and may only dispose of them in accordance with Seitz's written instructions.

15 Assignment of Rights

Seitz may assign or transfer the rights and obligations arising from the orders to any of its affiliated companies. Any other assignment or transfer of rights and obligations shall be permitted only with the prior written consent of the other party and this consent shall not be unreasonably withheld or delayed.

16 Suspension

16.1 Seitz reserves the right to wholly or partially suspend the delivery and performance of services of the Supplier due to accidents, labour disputes, war, pandemic, force majeure, environmental conditions or any restrictions, regulations, orders, acts or omissions on the part of a local or national authority or due to other circumstances beyond Seitz's control.

16.2 In the event of such suspension, the deadline for delivery and performance of services shall be suspended in accordance with the period of suspension. Seitz shall not be liable for any costs or losses incurred by the supplier in connection with such suspension.

17 Final Provisions

17.1 Should a court, tribunal or administrative body of competent jurisdiction decide that any provision of these Conditions is illegal, invalid, void, voidable or unenforceable in whole or in part, it shall, to the extent of such illegality, invalidity, voidness, voidability or unenforceability, be deemed severable at the will of the parties, and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.

17.2 If one party to the contract does not lodge a complaint about a breach of contract or non-compliance with any provision of these

Conditions, or an order included thereunder on the part of the other party, this shall not be deemed a waiver of any subsequent breach of contract or non-compliance and shall in no way affect the remaining provisions of the contract.

17.3 Notices must be made in writing and sent to the other party in person, by post or by email.

17.4 These Conditions are subject to Swiss Law to the entire exclusion of its conflict of laws

provisions. Any disputes arising out of or in connection with these Conditions, or any contract entered into thereunder, shall be subject to the jurisdiction of competent courts at Seitz's location.

17.5 The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Wetzikon, December 2023