

UNISERS General Purchasing Terms and Conditions (GPTC)

1 Preamble

- 1) These General Purchasing Terms and Conditions (GPTC) regulate the conclusion, formation, content, and execution of contracts. For the purposes of Goods covered by this agreement, the GPTC apply to respective offers and purchase orders, regardless of whether they are explicitly referenced. Upon the conclusion of a contract, whether through the acceptance of a purchase order or otherwise, the Supplier agrees to adhere to the GPTC. The most recent version of the GPTC governs and supersedes any terms and conditions submitted or referenced by the Supplier, regardless of the time or form of such submission or reference. Any deviations from the GPTC require the express written consent of UNISERS and shall not be binding otherwise.

2 Terminology and Abbreviations

GPTC	Purchasing Terms and Conditions
UNISERS	UNISERS AG, located at Baslerstrasse 60, 8048 Zürich, Switzerland, is the purchaser of Goods and/or Services as stipulated in the Contract.
Supplier	means a person or entity who is the seller and supplier of Goods and/or Services under the Contract
Goods	means all goods, products, software, services covered by the Contract
Contract	means an agreement between UNISERS and Supplier for the sale and supply of Goods and Services
NDA	Non-Disclosure Agreement is a legal contract between two or more parties that outlines confidential material, knowledge, or information that the parties wish to share with one another for certain purposes but wish to restrict access to or disclosure of by the receiving party.
QAA	Quality Assurance Agreement
DDP	the Delivered Duty Paid
ECCN	Export Control Classification Numbers
ITAR	International Traffic in Arms Regulations
PCN	A product change notification is a document issued by a manufacturer to inform customers about any change to its Goods or its manufacturing process. Reference: JEDEC standard J-STD-046
GA	General Availability is the release of a product to the general public
EOS	End of Sales refers to the date when a product is no longer available for purchase from the manufacturer or authorized distributors.
EOL	The End of Life process refers to the series of steps and considerations taken by a company or organization when a product reaches the end of its lifecycle
EOSL	End of Service Life, also referred to as End of Support Life, marks the date on which the manufacturer ceases all support services. This includes discontinuation of technical assistance, software updates, and the sale, renewal, or upgrade of maintenance contracts.

MSDS A Material Safety Data Sheet provides basic information on a material or chemical product. A MSDS describes the properties and potential hazards of the material, how to use it safely, and what to do in an emergency.

3 Offer

- 1) Upon request for a quotation, the Supplier shall provide UNISERS with a cost-free offer that complies with UNISERS's requirements and specifications. Any deviations from these requirements or specifications must be clearly indicated, and all incidental costs (including taxes, fees, charges, packaging, and transport) should be itemized separately. All offers shall remain valid and binding for the Supplier for a period of ninety (90) days from the date of receipt by UNISERS.
- 2) In case the Supplier is also responsible for assembly and installation, these services shall be encompassed within the delivery price unless otherwise specified for separate payment.
- 3) If the Supplier introduces new Goods to UNISERS that have not been previously offered, a minimum availability period of five (5) years until End of Sales (EOS) must be guaranteed. If meeting this timeframe is not feasible, the Supplier must explicitly state the availability period and product life cycle information, General Availability (GA), End of Sale (EOS) and End of Service Life (EOSL) for the Goods or service in the offer text.
- 4) Upon request from UNISERS, the Supplier shall furnish product life cycle information, including General Availability (GA), End of Sale (EOS) and End of Service Life (EOSL), for the purchased Goods.

4 Purchase Order

- 1) UNISERS purchase orders and any amendments thereof are binding only if they are:
 - (i) in written form (including e-mail, or portable document format (.pdf)), or
 - (ii) placed via the UNISERS Supplier Portal, or
 - (iii) established through a direct link between the ERP systems of UNISERS and the Supplier.
- 2) UNISERS reserves the right to reject Goods and/or withhold payment if the requirements regarding the form are not met.
- 3) UNISERS reserves the right to amend, modify, or cancel a purchase order, or withdraw from a contract offer until the Supplier's acceptance of such purchase order in the form of Clause 5 hereinafter or contract offer is received.

5 Order Acceptance

- 1) The Supplier's acceptance of an order shall be considered effective if it is provided:
 - (i) in written form (including e-mail or portable document format (.pdf)), or
 - (ii) accepted via the UNISERS Supplier Portal, or
 - (iii) accepted through a direct link between the ERP systems of UNISERS and the Supplier, or
 - (iv) if the Supplier does not raise an objection to the order through the specified communication channels within 48 hours of receiving it.

- 2) If the finalization of a delivery agreement is contingent upon an order confirmation, UNISERS will be bound by it only if the confirmation matches the content of the original order without any deviations. Any deviations from or additions to UNISERS' purchase order contained in the Supplier's order acceptance must be clearly emphasized and shall only become valid with UNISERS' express written consent.

6 Delivery

- 1) The Goods shall be delivered to the specified place and time as stipulated by UNISERS. In the absence of specified delivery terms in the Contract, the Delivered Duty Paid (DDP, Zürich, Incoterms© 2020) conditions shall apply.
- 2) UNISERS may determine the method of packaging and dispatch. If this has not been done, the Supplier shall choose the most suitable and safest packaging and shipping method.
- 3) Upon delivery and acceptance of the Goods at the designated place of delivery, the benefit, risk, and title of the Goods shall transfer to UNISERS. The title to the Goods shall transfer to UNISERS free and clear of any liens, claims, encumbrances, interests, or other rights. Any extended or enlarged retention of title by the Supplier is excluded.
- 4) Partial, excess, and/or advance deliveries are not accepted without prior written approval from UNISERS.
- 5) UNISERS reserves the right to modify the rate or quantity of scheduled shipments or to temporarily suspend scheduled shipments. In cases where quantities and/or delivery schedules are unspecified, the Supplier shall deliver the Goods in accordance with subsequent delivery schedules as directed by UNISERS.
- 6) The Supplier shall provide a delivery note containing the order number, recipient information, and any other details required by the Contract. The Supplier shall also include a certificate of origin and the custom tariff number of the Goods in the delivery note and invoice. Any additional customs duties and related costs arising from the absence or inaccuracies of such documentation shall be borne by the Supplier. Goods subject to export restrictions/control must include relevant national export control numbers and, where applicable, U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR).
- 7) At its own expense, the Supplier shall add all required EU-conformity ("CE-symbol") or EU manufacturer declaration to each delivery.
- 8) Services shall be rendered at the location specified by UNISERS and delivered upon UNISERS's acceptance.
- 9) The Supplier shall be liable for any damages arising during transport due to inadequate packing.

7 Delivery Acceptance

- 1) Delivery of Goods or provision of Services shall not constitute acceptance by UNISERS. The Supplier shall notify UNISERS in writing within a reasonable period in advance when the Goods are ready for acceptance.
- 2) UNISERS shall be afforded a reasonable time (minimum 30 days) to inspect or test the Goods and to report any defects to the Supplier. The obligation to give notice of defects pursuant to Art. 201 Swiss Code of Obligation is excluded. If a defect in the Goods was not reasonably

detectable during inspection, UNISERS shall have a reasonable time (minimum 60 days) to provide notice of such defect upon its discovery and/or to reject the Goods.

- 3) The scope of delivery encompasses everything necessary for the proper installation, operation, functioning and documentation of the product. The Supplier will not be considered to have fulfilled its delivery obligations until it has provided UNISERS with all required components, documentation, and information, irrespective of whether they are explicitly mentioned or described in the specifications outlined in or related to the order.

8 Late Delivery

- 1) The delivery must reach its destination on the specified date(s) outlined in the order. Should a fixed calendar delivery date be agreed upon, any delay automatically places the Supplier in default, unless the Supplier promptly communicates delivery challenges, and the parties mutually agree on an alternative resolution. The Supplier undertakes to notify UNISERS immediately in writing of any circumstances which may affect timely delivery, stating the reason and the expected duration, as soon as such circumstances become apparent.
- 2) UNISERS reserves the right to seek compensation for all damages incurred due to delays. For each complete or partial week beyond the delivery date, the Supplier may be liable for a flat rate penalty of one (1) percent of the net sale price, capped at a maximum of five (5) percent of the delivery's net sales price. This provision does not negate the requirement of prior notice in cases where the delivery date is not met. In the event of partial delivery delays, the penalty is calculated based on the affected portion of the Supplier's total performance. These stipulations are supplementary to any other remedies available to UNISERS in cases where the Supplier fails to meet delivery terms. UNISERS's pursuit of other remedies does not impinge upon its rights under this agreement, nor does it waive or affect those rights.
- 3) Should the Supplier fail to deliver on time, and if, in transactions without a fixed calendar delivery date, the Supplier continues to be in default after a reasonable grace period, UNISERS reserves the right to reject the delivery, terminate the corresponding delivery agreement, and/or pursue compensation for unfulfilled delivery obligations.
- 4) The Supplier's payment of damages under this clause does not absolve them of their obligation to fulfill the delivery as per the agreement.
- 5) The Supplier may plead omission of essential services to be performed by UNISERS only if he has requested these on time.
- 6) Partial or early deliveries are permissible only if agreed upon in writing beforehand.

9 Quality Management, IT Security

- 1) The Supplier shall maintain a quality management system, for example pursuant to DIN ISO 9001 and DIN ISO 14001 standards.
- 2) The Supplier shall maintain an appropriate IT security management system, for instance, complying with DIN EN ISO/IEC 27001.
- 3) The Supplier shall promptly notify UNISERS of any information security incidents pertaining to the contractual relationship between the Supplier and UNISERS.
- 4) Additional Quality Assurance Agreements (QAA) will be established based on Supplier or order-specific requirements.

10 Change Management, Copy Exactly

- 1) Before implementing any changes to specifications, design, manufacturing processes, or the agreed quality management system, written approval from the UNISERS is mandatory.
- 2) Written approval from UNISERS is required for the following changes:
 - (i) Changes to specifications and terms outlined in purchasing documents.
 - (ii) Any change to the construction status, including substitution of components due to obsolescence.
 - (iii) Changes affecting product lifespan or environmental safety.
 - (iv) Changes to product-related spare parts
 - (v) Changes to test and verification plans
 - (vi) Changes or relocation of production facilities or sub-Suppliers
 - (vii) Relocation of entire unit production to third-party Suppliers
 - (viii) Changes to packaging, handling, installation
 - (ix) Any Changes to software or firmware
 - (x) Changes to defined operating conditions or production/maintenance documentation
 - (xi) Changes to production processes or equipment
 - (xii) Changes to certifications to comply with applicable national and international legislative requirements and guidelines.
 - (xiii) Changes to the Supplier's quality management system certifications (e.g., expiration of ISO 9001 certificate)
- 3) The Supplier is required to inform UNISERS via a Product Change Notice (PCN) at least six (6) months prior to the scheduled implementation date of any change. In cases of obsolescence, this notification period extends to one (1) year in advance to the End of Sales (EOS) Date.
- 4) Alongside the Product Change Notice (PCN), the Supplier is obligated to provide product data sheets, drawings, 3D-CAD files (.stp), specifications, test/verification data, reliability information, operating instructions, maintenance and service instructions, spare parts lists, maintenance schedules, certificates, Risk Management Measurements (e.g. FMEA), test units of the replacement product, as well as technical comparisons of the product before and after the change, all at no cost.
- 5) If the Supplier is unable to adequately evaluate the impact of changes on specifications, functionalities, and reliability of the customer's products, written approval from the customer is required as a general principle.
- 6) Additionally, the Supplier must offer UNISERS the opportunity to place a final order for Goods with the specified specifications before any Change or obsolescence takes effect. UNISERS can place this order until the announced implementation change date or the End of Sales (EOS) date, with a volume equivalent to the demand of the last two (2) years for such Goods purchased from UNISERS.
- 7) The supplier is required to assign new article numbers to changed or replaced goods for inventory and quality management purposes.
- 8) In the event that new or revised regulatory requirements necessitate changes to agreed specifications, or changes affecting safety, the Supplier must promptly inform the customer.
- 9) Subsequent to the first delivery of the modified product, "former amendment status" products shall not be further delivered or distributed, if not specified differently by the customer in the purchase order.

- 10) The failure to comply with the Change Management, Copy-Exact requirements stated in this agreement constitutes a material breach of contract. In such a case, UNISERS may terminate or cancel the order immediately without liability to the Supplier. Additionally, UNISERS retains further rights and remedies.

11 Payment

- 1) In recognition of the Goods delivered and/or provided by the Supplier in accordance with the Contract, UNISERS will pay the Supplier the purchase price in the currency specified in the Contract, following receipt of an invoice meeting the requirements defined by UNISERS. Payment shall be made at the discretion of UNISERS either within 30 days with a 2% discount, or within sixty (60) days, net, from the date of receipt of the invoice by UNISERS, but not before delivery of the Goods in accordance with the contract. If early delivery is accepted, the due date shall be based on the agreed delivery date.
- 2) The price includes all fees and taxes (other than value-added tax or equivalent) and all costs of manufacturing, processing, warehousing, customs and packaging (including returning any returnable packaging) of any Goods.
- 3) Services charged based on hourly/daily/unit rates require written confirmation from UNISERS of the Supplier's timesheets with reference to the respective project. The Supplier shall submit such timesheets to UNISERS as directed, but always before issuing any related invoice. Confirmation of timesheets does not imply acknowledgment of any claims. UNISERS is not obliged to pay invoices based on timesheets that are not confirmed in writing by UNISERS.
- 4) UNISERS may withhold payment pending receipt of evidence, as reasonably required by UNISERS, that the Goods provided by the Supplier under this Contract are free of any defects, liens, claims, and encumbrances. UNISERS shall also be entitled to set off any claims that the Supplier has against UNISERS against any claims that UNISERS has against the Supplier.
- 5) All amounts due to the Supplier will be considered net of any indebtedness of the Supplier to UNISERS. UNISERS will have the right to set off against or recoup from any amounts due to the Supplier from UNISERS.

12 Invoicing

- 1) Invoices must be sent to the billing address specified in the Contract. Each invoice must comply with applicable laws and specific UNISERS requirements, containing the following minimum information: Supplier name, address, and reference person including contact details; invoice date; invoice number; purchase order number and Supplier number; UNISERS address; quantity; specification of Goods and/or Services, article number including version/index of Goods; price (total amount invoiced); currency; sales tax amount and number, if applicable; Authorized Economic Operator and/or Approved Exporter Authorization number and/or other customs identification number, if applicable; payment terms as agreed.
- 2) UNISERS may reject any invoice that is inaccurate or does not conform to the requirements, and the Supplier will promptly reissue any such rejected invoice. UNISERS's failure to reject an invoice does not constitute acceptance of the invoice or the Goods to which such invoice pertains.

13 Warranty

- 1) The Seller warrants and guarantees that the Goods covered by this Contract: (i) comply with applicable laws, regulations, directives relating to the design, industry standards; safety, fire and environmental protection; (ii) has been designed in a manner not to endanger life and health if the Goods is used as directed; (iii) conform to the Contract, all UNISERS instructions, and all specifications, drawings, samples, descriptions, specifications and quality standards either provided by UNISERS or approved by UNISERS in writing; (iv) are merchantable, made of high-quality materials and workmanship, free from defects and third-party claims; (v) are suitable and sufficient for the specific purposes intended by UNISERS; and (vi) are new and unused at the date of delivery and remain free from defects.
- 2) UNISERS is not obligated to inspect every Good for defects or notify the Supplier of defects to maintain UNISERS's warranty claims, except in cases of obvious defects.
- 3) The warranty period is eighteen (18) months from acceptance of Goods.

14 Remedy

- 1) In case of breach of any warranty or in case of any other breach of the Contract, UNISERS is entitled to enforce any or all of the following remedies at its discretion and at Supplier's expense:
 - (i) to give Supplier an opportunity to carry out any additional work necessary to ensure that the Contract is fulfilled within a grace period to be determined by UNISERS.
 - (ii) to require Supplier promptly to repair or replace the defective Goods within a grace period to be determined by UNISERS.
 - (iii) to carry out (or to instruct a third party to carry out) any additional work necessary to make the Goods comply with the Contract.
 - (iv) to refuse any further Goods.
 - (v) to require Supplier to indemnify and hold harmless UNISERS for such damages as may have been sustained by UNISERS as a result of Supplier's breach of the Contract.
 - (vi) to terminate the Contract, and in such event UNISERS has no obligation to compensate Supplier (including paying for the Goods and/or Services which have been rejected); and at UNISERS's option, Supplier shall pay back to UNISERS any remuneration received from UNISERS for the Goods and/or Services and take back the Goods at Supplier's own cost and risk; and UNISERS may source equivalent replacement goods and/or services from an alternative Supplier.

15 Liability and Indemnification

- 1) Without prejudice to applicable law and any other provision in these GPTC, the Supplier shall indemnify and hold harmless UNISERS without limitation for all liabilities, damages, costs, losses, or expenses incurred by UNISERS as a result of the Supplier's breach of the Contract. The Supplier shall also indemnify and hold harmless UNISERS without limitation for any claim made by a third party against UNISERS in connection with the Goods, including, but not limited to, claims that such Goods infringe upon a third party's Intellectual Property Rights. Upon UNISERS's request, the Supplier shall defend UNISERS against any third-party claims at own expense.

- 2) The Supplier shall be liable for all damages, including consequential damages, caused by the breach of any warranty applicable to Goods delivered to UNISERS pursuant hereto.
- 3) The Supplier is responsible for the control and management of all its employees, suppliers, and/or subcontractors, and it is responsible for their acts or omissions as if they were the acts or omissions of the Supplier.
- 4) The Supplier shall also reimburse UNISERS for all expenses arising in connection with any recall measure taken by UNISERS to repair or replace any defective Goods if either (i) the defect was caused by a defective item delivered by the Supplier to UNISERS or (ii) prevention of the defect was otherwise within the Supplier's control. To the extent it may reasonably be expected to do so, UNISERS will notify the Supplier of recall measures to be taken.

16 Insurance

- 1) The Supplier must procure and maintain, throughout the term of the relevant delivery agreement and for at least five years following its termination, a commercial general liability and product liability insurance with reputable and financially stable insurers. This insurance should cover all claims arising under this agreement or otherwise related to any Goods or service delivered or required to be delivered under any delivery agreement. The insurance coverage should be at least five million Swiss Francs (CHF 5'000'000.00) per occurrence. Confirmation of this coverage must be provided by the insurer to UNISERS at least once per year.

17 Technical Documents, Operating and Maintenance Instructions

- 1) UNISERS will provide the Supplier with all necessary technical documents, specifications required for the performance of the contracted work or services with the purchase order.
- 2) Before commencing work on the Goods, the Supplier shall submit a set of engineering drawings to UNISERS for approval upon request. Approval by UNISERS does not absolve the Supplier of ensuring that the product can be constructed and will function according to specifications.
- 3) All documents prepared by the Supplier based on UNISERS specifications shall be provided to UNISERS in a suitable electronic format.
- 4) Upon delivery of the product, UNISERS shall receive the final engineering documents, maintenance instructions, maintenance plans, operating manuals, spare parts list, applicable Material Safety Data Sheets (MSDS), applicable Certificates in electronic form (.pdf) in English language, free of charge, for proper maintenance.
- 5) UNISERS reserves the right to copy and publish all documents provided by the Supplier at its discretion.

18 Service and Repairs

- 1) The Supplier is required to provide a repair and maintenance service, staffed by qualified technical experts, for each Good delivered to UNISERS for a minimum period of then (10) years following the Goods or service acceptance by UNISERS.
- 2) Upon request, a skill matrix detailing the qualifications of individuals related to the Goods and services purchased by UNISERS must be provided.
- 3) If the Supplier is unable to provide original spare parts to UNISERS within the specified period, the Supplier must notify UNISERS in writing six (6) months in advance.

- 4) Additionally, the Supplier is obligated to provide UNISERS with spare parts that match the original spare parts in form, fit, and function after information and approval by UNISERS following UNISERS Change Management, Copy Exactly requirements outlined in this GPTC respectively the Quality Assurance Agreement (QAA) when applicable.
- 5) All repair and maintenance work must be carried out by the Supplier according to industry standards.

19 Obsolescence

- 1) In the event that the Supplier intends to halt manufacturing, offering, selling, or delivering Goods, they are required to follow the Change Management, Copy Exactly Requirements as outlined in this GPTC, as well as any provisions specified in the Quality Assurance Agreement (QAA) when applicable.
- 2) If the Supplier is unable to provide a suitable replacement Good or service, the Supplier commits to providing UNISERS with all necessary documents and rights, including licenses, at no cost, enabling UNISERS to produce or arrange for the production of the corresponding Goods either internally or by third parties. In the case of software development procured by UNISERS, the complete source code of the software, along with all related documentation and materials necessary for compilation and modification, shall be transferred to UNISERS.

20 Compliance

- 1) The Supplier must ensure that all Goods comply with the relevant laws, regulations, orders, conventions, ordinances, or standards of the destination country or countries, as well as those pertaining to the manufacture, labeling, transportation, importation, exportation, licensing, approval, or certification of the Goods. This includes, but is not limited to, regulations concerning environmental issues, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, labor practices (including wages, hours, and working conditions), subcontractor selection, discrimination, and occupational health and safety.
- 2) Furthermore, the Supplier warrants that neither it nor any of its subcontractors, vendors, agents, or other associated third parties will employ child, slave, prisoner, or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices in the supply of Goods or provision of services under this Contract. The Supplier also agrees to adhere to all applicable anti-corruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Additionally, the Supplier and its affiliates shall not engage in any form of commercial bribery or provide, directly or indirectly, anything of value to any official or employee of a governmental authority or government-affiliated entity to obtain or retain a contract, business opportunity, or other benefit, or to influence any official act or decision.
- 3) Supplier must adhere to the reporting regarding Conflict Minerals and shall provide UNISERS with documents, certificates, and statements as requested.
- 4) The Supplier must adhere to all applicable export control and sanctions laws and regulations of the United States of America, member States of the European Union, and any other relevant country. The Supplier shall not breach, nor shall it cause UNISERS to breach, any such export control and sanctions laws and regulations. Unless otherwise specified in the Contract, any licenses or authorizations necessary for the export of Goods, technology or data shall be the responsibility of the Supplier. In such cases, the Supplier shall provide UNISERS with the

necessary information to facilitate the acquisition of such licenses or authorizations upon request.

- 5) Should any Goods, technology, data, or information provided under these terms become classified or listed as subject to export or re-export restrictions under applicable export regulations, the Supplier (i.e., Distributor) is obligated to promptly notify UNISERS in writing of such export control classification identification. Additionally, upon request, the Supplier shall furnish other pertinent exportation information and documentation (e.g., a copy of export licenses).
- 6) Supplier shall notify UNISERS of all "hazardous materials" (as defined in applicable laws and regulations) and provide any other identification of materials used in the provision of Services or contained in the Goods as may be required by UNISERS from time to time, along with any appropriate special handling instructions. Supplier shall furnish UNISERS with copies of all applicable "material safety data sheets" for such materials no later than the shipment date under the Contract.
- 7) Upon UNISERS's request, Supplier will certify in writing its compliance with the foregoing. Supplier will indemnify and hold UNISERS harmless from and against any liability, claims, demands, or expenses (including, without limitation, legal or other professional fees) arising from or relating to Supplier's noncompliance.

21 Intellectual Property Rights

- 1) Supplier hereby transfers full ownership of any intellectual property rights (IPR) in Goods resulting from the Services to UNISERS. Additionally, Supplier agrees to take all necessary steps, at its own expense and upon UNISERS's request, to ensure that UNISERS obtains complete ownership of the IPR.
- 2) Subject to the conditions outlined in Clause 7.1, Supplier also grants UNISERS and its affiliates a worldwide, irrevocable, transferable, sublicensable, nonexclusive, royalty-free license to use the IPR in the Goods, including any embedded software, regardless of whether the IPR is vested in Supplier or a third-party owner.
- 3) In the event that any claim is made against UNISERS alleging infringement of a third party's IPR by the Goods, Supplier shall, at its own expense and at UNISERS's discretion, take the following actions: (i) procure the right for UNISERS, its affiliates, and clients to continue using the Goods; (ii) modify the Goods to eliminate the infringement; or (iii) provide non-infringing equivalents of the Goods. Failure to do so entitles UNISERS to terminate the Contract and recover any payments made to Supplier. This Clause 7.3 supplements any other legal or equitable rights and remedies available to UNISERS.

22 Confidentiality, Data Protection, No Advertising

- 1) Supplier agrees to maintain the confidentiality of any information provided by UNISERS or its representatives, as well as any materials or information derived from such provided information. Such information may only be used by Supplier in connection with its obligations under this Contract and shall not be disclosed to any third party, including subcontractors, without prior written consent from UNISERS.
- 2) Supplier shall limit the disclosure of confidential material to its employees, agents, subcontractors, or other third parties strictly on a need-to-know basis for the purpose of providing the Goods to UNISERS. Supplier shall ensure that such individuals or entities are bound

by confidentiality obligations similar to those applicable to Supplier and shall be held liable for any unauthorized disclosures.

- 3) In the event that UNISERS discloses any data or information concerning an identified or identifiable natural person to Supplier, Supplier shall comply with all relevant data protection laws and regulations. Supplier shall implement appropriate physical, technical, and organizational measures to ensure the security of such data or information, commensurate with the associated risks, and to maintain the confidentiality, integrity, availability, and resilience of processing systems and services.
- 4) Supplier shall refrain from any form of advertisement or publication indicating its engagement with UNISERS, or from using UNISERS' trademarks, trade names, or confidential information in its promotional materials without prior written consent from UNISERS. This restriction extends to electronic communication channels such as websites, blogs, or other forms of online postings.

23 Termination

- 1) UNISERS retains the right to terminate the Contract, either wholly or partially, by issuing thirty (30) days written notice to the Supplier. In such an occurrence, UNISERS shall compensate the Supplier for (i) the value of delivered but unpaid Goods, provided they meet the Contract's specifications, and (ii) documented direct costs reasonably incurred by the Supplier for undelivered and unusable Goods, capped at the agreed price under the Contract. No further compensation will be provided to the Supplier, and the specified payment constitutes the Supplier's sole recourse for Contract termination.
- 2) In case of a breach of the Contract by the Supplier, UNISERS reserves the right to terminate the Contract as outlined in Clause 14
- 3) UNISERS holds the authority to terminate the Contract immediately with written notice if any of the following events occur:
 - (i) an interim order is applied for or made, a voluntary arrangement is accepted, or a petition for a bankruptcy order is filed or granted against the Supplier
 - (ii) circumstances arise enabling the court or a creditor to appoint a receiver, administrator, or issue a winding-up order.
 - (iii) actions related to insolvency or debt are taken against or by the Supplier; or
 - (iv) there is a change of control of the Supplier.
- 4) Upon termination, the Supplier must promptly return all UNISERS property, including any UNISERS data, documentation, test equipment and transfer of Intellectual Property Rights, at the Supplier's expense. Additionally, the Supplier is required to provide UNISERS with complete documentation regarding the Goods.

24 Force Majeure

- 1) Neither Party shall be held liable for a failure to fulfill any of its obligations under the Contract if it can demonstrate that the failure was caused by circumstances beyond its reasonable control, without any fault or negligence on its part. Such circumstances, known as "Force Majeure Events," may include actions by governmental authorities, fires, floods, windstorms, explosions, riots, natural disasters, wars, and sabotage. However, this exemption applies only if the affected Party is unable to overcome the event despite making all reasonable efforts and if it promptly

notifies the other Party of the Force Majeure Event, including the anticipated duration of the delay, within five (5) days of its occurrence. It's important to note that fires, strikes, and lockouts occurring at the Supplier's site, except for national or regional strikes or lockouts, are not considered Force Majeure Events.

- 2) During any Force Majeure Event affecting the Supplier's performance, UNISERS may, at its discretion, procure goods or services from alternative sources and adjust its delivery schedules to the Supplier accordingly, without incurring any liability to the Supplier. Alternatively, UNISERS may require the Supplier to source goods or services from other providers as requested by UNISERS, at the price specified in the Contract.
- 3) The Supplier agrees to exert diligent efforts to minimize the impact of any Force Majeure Event and to resume full performance under the Contract as soon as possible. If UNISERS requests in writing, the Supplier must provide adequate assurances within five (5) days that the delay resulting from the event will not exceed thirty (30) days. If the delay persists for more than sixty (60) days or if the Supplier fails to provide such assurances, UNISERS may terminate the Contract immediately without incurring any liability to the Supplier.

25 Assignment

- 1) Supplier is prohibited from assigning, transferring, encumbering, or subcontracting the Contract, or any of its components (including any monetary receivables), without the prior written approval of UNISERS.
- 2) On the other hand, UNISERS reserves the right to assign, transfer, encumber, subcontract, or otherwise deal with the Contract, in whole or in part, at any time and on multiple occasions, to its affiliates or to any successor-in-interest or entity acquiring the relevant portion of UNISERS' business. Such transferee shall also possess the same rights of assignment and transfer.

26 Contradiction between the contractual documentation

- 1) Should any provision of this Contract be found invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. The Contract shall be construed as if the invalid or unenforceable provision had been replaced by a provision with a similar economic effect. Delayed or (even partial) non-exercise of rights by either UNISERS or the Supplier shall not be deemed a waiver of such rights and shall not result in their forfeiture.
- 2) The regulations within this GPTC serve as an appendix to the frame contract, frame purchasing contract, frame development contract, or Quality Assurance Agreement (QAA) as mutually agreed upon by the contracting parties. In case of conflicts, the order of precedence is as follows:
 - 1) Frame Purchasing Contract
 - 2) Frame Development Contract
 - 3) Quality Assurance Agreement (QAA)
 - 4) General Purchasing Terms and Conditions (GPTC) of UNISERS

27 Place of Jurisdiction and Applicable Law

- 1) The substantive law of Switzerland shall govern the contractual relationship, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 2) The place of jurisdiction is Zürich / Switzerland

28 Effective Date

1) Effective as of 1st November 2024

UNISERS AG
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