

General Terms and Conditions of Purchase (GTC)

1. Validity and effect

These General Terms and Conditions of Purchase (hereinafter referred to as "GTC") apply to all contracts between simatec AG (hereinafter referred to as "simatec") and its order recipient (hereinafter referred to as the "Supplier") for goods and services orders of all kinds. By confirming the order, the Supplier acknowledges these GTC as an integral part of the contract. In descending order, the contractual relationship between simatec and the Supplier is based on (1) the written purchase/supply/service contract (if available), (2) the written order from simatec and (3) the GTC. The basis is the Swiss Code of Obligations.

Deviations from the GTC, including in particular other general terms and conditions (e.g. the Supplier's general terms and conditions of delivery sent alongside the order confirmation), shall only be binding if simatec has expressly agreed to their validity in writing or by email. In the event of a conflict, these GTC shall prevail. The GTC of simatec shall also apply if simatec accepts or pays for deliveries of the Supplier's products and services (hereinafter referred to as the "Contract Object") with knowledge of the Supplier's terms and conditions that conflict with or deviate from the GTC of simatec.

The GTC of simatec also apply to all future deliveries by the Supplier. If simatec issues new GTC in the meantime, these shall apply, provided that the Supplier has the opportunity to acknowledge them.

In cases of doubt, the German version of the GTC shall prevail over the English version.

2. Code of Conduct

simatec expects the Supplier to comply with the Code of Conduct. The Code of Conduct can be found on the simatec AG homepage or at the following link: [2535-Code-of-Conduct-simatec-EN.pdf](#)

3. Written form

Orders are only binding if they have been expressly placed or confirmed by simatec in writing or by email. Orders that contain obvious mistakes may be corrected by simatec at any time by means of a unilateral written declaration.

All changes and additions to the order must also be made in writing (email is sufficient). Verbal agreements, in particular subsequent amendments and additions to simatec's GTC – including this clause requiring amendments to be made in writing

– as well as ancillary agreements of any kind, must be confirmed in writing by simatec in order to be valid.

4. Quotation of prices

All quotations and cost estimates must be prepared by the Supplier free of charge and at no additional cost, unless expressly agreed otherwise. Quotations and cost estimates from the Supplier are binding for the Supplier. Unless otherwise agreed, a quotation binding period of 30 days after receipt of the quotation by simatec shall apply. simatec is free to accept or reject a quotation or cost estimate within this period.

5. Ordering

The Contract Objects shall be ordered in accordance with the Supplier's service offers or in accordance with simatec's specifications. These must comply with applicable laws and regulations.

The order must be confirmed in writing by the Supplier within five working days at the latest. We reserve the right to require immediate order confirmation in the case of urgent orders.

In the case of blanket or standing orders, simatec shall inform the Supplier of the quantities and types to be delivered by means of separate call-offs. These call-offs are binding for the Supplier unless it objects to them within three working days of receipt of the call-off and no other agreements have been made.

6. Scheduled delivery dates

Agreed dates and deadlines are binding. The delivery or service must be delivered or performed on the specified date (due date) at the specified address, otherwise the Supplier shall automatically be in default. If the Supplier has been in default with its delivery or service for more than seven days, simatec shall be entitled to withdraw from the contract in whole or in part or to insist that the Contract Object be provided without setting a grace period. In any case, the Supplier shall be liable for any damage caused by the delay.

simatec is not obliged to accept partial deliveries or deliveries before the agreed date.

The Supplier is obliged to inform the simatec department that placed the order immediately in writing as soon as difficulties become apparent with regard to production, the supply of working materials, meeting the delivery deadline or similar circumstances that could prevent the Supplier from delivering/services on time or

from delivering/services in the agreed quality. An announcement by the Supplier to this effect shall not change the binding nature of the order or the deadline.

The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the compensation claims to which simatec is entitled due to the delayed delivery or service.

7. Delivery and services

The Supplier shall bear all packaging and transport costs. The delivery must be packaged and shipped appropriately, free of defects and in accordance with regulations so that it reaches simatec undamaged, in complete form and on time. The place of performance for deliveries or services is the address specified by simatec. The Supplier shall bear risks associated with transport. The DDP clause of Incoterms 2020 applies.

A delivery note must be enclosed with all deliveries. In addition to the usual information, this delivery note must contain the exact description, the quantity delivered, the item number and the simatec reference number. When shipping to Switzerland, Suppliers located abroad must also enclose customs documents in addition to the usual accompanying documents for the goods. If deliveries are made by rail or freight forwarder, the aforementioned data must also be indicated on all consignment notes and/or other accompanying documents as well as customs documents. All deliveries must be marked with the relevant item number in a clearly visible place. In the case of delivery of dangerous goods, the Supplier shall ensure that the relevant regulations are complied with until the goods arrive at their destination. Subject to further-reaching statutory rights, all deliveries that do not meet these conditions shall be stored by simatec at the risk and expense of the Supplier. Without the aforementioned documents and labelling, a delivery shall not constitute performance of the contract.

All information, including drawings and other documents, which are required for the installation, commissioning, operation, maintenance, storage or repair of the Contract Object must be provided to simatec in good time, without being asked to do so and free of charge.

If the Supplier is responsible for the installation, it shall bear all necessary ancillary costs, such as the travel costs of its fitters/employees or the costs of providing the tools, unless otherwise stipulated.

The Supplier may not pass on orders to third parties for the purpose of performance without the consent of simatec.

8. Prices

If no special agreement is reached, fixed flat-rate prices shall apply which, in accordance with the DDP clause of Incoterms 2020, include all contractual services including ancillary costs incurred during contract processing, such as insurance, packaging, transport, official permits, customs duties, taxes and duties, in the course of which value added tax must be reported separately.

9. Invoicing

The details provided in simatec's orders and call-offs shall apply. A single copy of the invoice must be sent (in writing or by email) to the address printed on simatec's orders and call-offs, stating the invoice number and other assignment details. It must not be included with the deliveries. Invoices that do not meet these formal requirements shall be deemed not to have been received.

10. Terms of payment

Unless otherwise agreed, the invoice shall be settled net within 30 days. Payment terms shall commence upon receipt of the formally correct and justified invoice, but at the earliest upon delivery in complete form and free of defects. When settling invoices, simatec can make use of all legally permissible billing options. Payment is subject to auditing: payments do not constitute acknowledgement of proper performance of the contract and do not lead to any limitation of simatec's contractual entitlements.

11. Force majeure

In the event of force majeure such as natural disasters, pandemics or epidemics, war, mobilisation, political unrest, embargoes, labour disputes, operational disruptions for which no responsibility is borne by the contracting parties, official measures and other unavoidable events, simatec shall be released from accepting the delivery for the duration of the disruption and shall be entitled – without prejudice to other rights – to withdraw from the contract in whole or in part, provided that the events last longer than 10 days. The Supplier shall not have any entitlements arising from the withdrawal.

Cases of force majeure that prevent the Supplier from fulfilling its obligations on time and in accordance with the contract must be reported immediately in writing to simatec. If such events last for more than 10 days, the contractual obligations shall be deemed to be suspended for as long as the events remain ongoing. If it is foreseeable that the events will last longer than three weeks, simatec may

withdraw from the contract. The Supplier shall not have any entitlements arising from the withdrawal.

12. Transfer of risk, inspection and approval

The Supplier shall bear the risk until the goods are accepted by simatec or a representative of simatec at the place to which the goods are to be delivered in accordance with the order. In the case of delivery with installation, the transfer of risk takes place upon inspection and approval by simatec. The inspection and approval shall be documented in an inspection and approval report.

simatec shall carry out the quantity and quality inspection at the earliest possible time, as determined by the nature of simatec's business and the nature of the Supplier's delivery. Inspection and approval of the delivery or service shall therefore take place as soon as the course of business allows.

13. Warranty

The Supplier shall provide warranty and be liable for the performance of the contract in accordance with the contract's terms. The Supplier undertakes to use the best materials suitable for the purpose and to carry out the order properly and correctly. It guarantees a suitable design and installation free of defects. It shall also maintain the quality management system that may be agreed between the Parties. simatec is entitled to carry out audits to validate the Supplier's system.

simatec must report defects verbally or in writing once they become known, but no later than within the agreed warranty period (email is sufficient). Statutory inspection and notification obligations do not apply. The Supplier waives the objection of late notification of defects.

The warranty period lasts for 24 months from acceptance or inspection and approval of the delivery or the service rendered.

The warranty period restarts from the beginning when the Supplier rectifies a defect.

If there is a dispute as to whether an alleged defect actually constitutes a warranty claim, the burden of proof shall lie with the Supplier.

In the event of a warranty claim, simatec shall be entitled, at its discretion and without prejudice to other legal remedies, to demand rectification, rescission, reduction in price or free replacement delivery with materials free of defects. Even if only individual parts of a delivery are defective, simatec may also demand rescission or replacement of the entire delivery. If simatec decides in favour of rescission

or replacement delivery, the goods shall be returned or made available for collection at the expense and risk of the Supplier.

The Supplier shall bear all costs incurred by simatec as a result of defective delivery, in particular transport, travel, labour, material or disposal costs or costs for an incoming goods inspection that exceeds the usual scope. The Supplier shall indemnify simatec for all direct and indirect damages. If simatec recalls the products manufactured and/or sold by it as a result of defects in the Contract Object delivered by the Supplier, or if simatec has issued a reduction in purchase price as a result, or if a claim has been made against it in any other way, simatec reserves the right of recourse against the Supplier.

The Supplier shall bear the same extent of liability for deliveries and services of subcontractors, sub-suppliers and its auxiliaries as for its own services. It shall be liable for damage caused by its contractual partners and auxiliaries, irrespective of its own fault.

14. Defects of title, third-party rights and recourse

The Supplier warrants that its delivery is free of third-party rights. The Customer shall indemnify simatec against all third-party rights associated with the delivered goods and all third-party claims arising from violations of official regulations and shall guarantee the unrestricted use of the delivered goods. The Supplier warrants that no security interests of any kind exist with respect to the delivered goods at the time of acceptance, failing which simatec shall be entitled to refuse acceptance and to demand the immediate delivery of unencumbered goods and compensation at the Supplier's expense.

The Supplier warrants to simatec that the Contract Objects delivered by it do not infringe any domestic or foreign industrial property rights (patents, design, trademarks, copyright, etc.) and guarantees full freedom and permission for their use and trade in Switzerland and abroad. The Supplier undertakes to indemnify simatec in the event that a claim is made against it by third parties due to an infringement of domestic or foreign property rights in respect of the delivered Contract Objects. If a claim is made against simatec for product liability, the Supplier shall be obliged to indemnify simatec against such claims if and insofar as the product liability claim is based on a fault or defect in the Contract Object delivered by the Supplier. If there is a dispute as to whether an alleged fault in the Contract Object delivered by the Supplier is actually the cause of the liability, the burden of proof shall lie with the Supplier.

In the above cases, the Supplier shall bear all costs and expenses, including the costs of legal representation or a recall campaign. simatec expressly reserves the right to issue a third-party notice.

In the case of defects of title, a limitation period of 10 years shall apply.

15. Prohibition of assignment, pledging and offsetting of claims

The claims to which the Supplier is entitled may not be assigned, pledged or offset against counterclaims without the prior written consent of simatec. The Supplier declares that there have been no prior assignments or pledges of its claims arising from this contract.

16. Confidentiality

All business or technical information made available to the Supplier by simatec (including details that may be obtained from any items, documents or software provided, and other knowledge or experience) must be kept secret from third parties for as long as and insofar as it is not in the public domain, and may only be made available to persons within the Supplier's own business operation who necessarily need to be consulted in order to use such information for the purpose of the deliveries or services to simatec and who are likewise subject to a duty of confidentiality; the information shall remain the exclusive tangible and intellectual property of simatec.

Such information may not be reproduced or used commercially without the express written consent of simatec. At the request of simatec, all information originating from simatec (including any copies or notes made) and items provided on loan must be returned to simatec immediately and in full or destroyed. simatec reserves all rights to such information (including copyrights and the right to apply for industrial property rights, such as patents, utility models, semiconductor rights/topographies, etc.).

The Supplier is only permitted to refer to the business relationship that exists between the parties in advertising materials with the written consent of simatec.

17. Provision of objects

The products, tools, packaging, aids, etc. provided on loan by simatec shall remain the property of simatec and shall be handled with care and, unless otherwise agreed, shall be returned in good working condition after completion of the order. The Supplier waives the right to acquire ownership through processing or joining and mixing in accordance with Art. 726 f. of the Swiss Civil Code (CC). The Supplier must check the suitability of the materials without delay. simatec is not liable for

the quality of the same, unless defects in this regard are reported within five days. Materials that have not been processed or prepared must be returned to simatec after completion of the work without a request to this effect being made.

Use by third parties is prohibited.

The equipment and materials handed over must be stored and maintained appropriately and must be insured by the Supplier at its own expense against any damage (e.g. fire, water, theft and disasters).

18. Insurance cover

The Supplier must have or take out and maintain business and product liability insurance that covers all claims arising from or in connection with the Contract Object for which the Supplier is responsible. This insurance must provide cover in the amount of at least CHF 5 million per loss event. The Supplier shall provide proof of this at least once per year upon request. Unless otherwise agreed, the Supplier undertakes to take out transport insurance at its own expense which covers at least the value of the order. At the request of simatec, the Supplier shall provide appropriate proof of insurance.

19. Legal succession

simatec is entitled to transfer rights and obligations arising from the contractual relationship with the Supplier to another company. The Supplier shall not have any right of termination as a result of such a transfer.

20. Prohibition of refusal of performance by the contractor

The Supplier is not entitled to refuse delivery or performance of its services or to invoke Art. 82 of the Swiss Code of Obligations (CO) due to any disputes in connection with this contract or due to payment default by simatec.

21. Partial invalidity

Should individual provisions of these GTC be or become invalid in whole or in part, the remaining provisions shall remain valid. In this case, the wholly or partially invalid provisions shall be replaced by a valid provision that comes as close as possible to the legal content and economic substance of the invalid provision.

22. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with this contract or these GTC shall be the registered office of simatec or, at its

discretion, another competent place of jurisdiction. The ordinary courts are responsible for adjudicating disputes.

23. Applicable law

This contract is subject to Swiss law, to the exclusion of the rules of private international law and the Vienna Convention on Contracts for the International Sale of Goods (CISG).

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