

Datwyler General Purchasing Terms and Conditions, February 2026

A. Scope and application

1. Scope: These General Purchasing Terms and Conditions (“**GPTC**”) shall apply to all purchase orders by and deliveries to any Datwyler legal entity (“**Datwyler**”) of products and services (collectively the “**Products**”) by any legal entity manufacturing and/or supplying the Products (“**Supplier**”).

2. Applicable version: The latest version of the GPTC will be available on Datwyler’s website (www.datwyler.com) and shall in any event prevail over general terms and conditions of Supplier. Any terms proposed by the Supplier, whether mentioned, pre-printed or incorporated by reference in documents used under this Agreement, including without limitation in order confirmations or in any attachments, shall not bind Datwyler unless expressly approved in writing. Neither the unconditional acceptance of Products nor the payment of any compensation shall be deemed as an acceptance of the Supplier’s terms.

B. Delivery and packaging

1. Purchase orders: A purchase order as well as any call-offs under an agreed planning system shall be confirmed by Supplier within 3 business days upon their dispatch. Before such confirmation, Datwyler may cancel at no cost a purchase order. Forecasts by Datwyler shall always be non-binding for Datwyler; Datwyler is in no event obliged to purchase any Products. Partial deliveries by the Supplier shall not be permitted unless approved in advance by Datwyler in writing. Subcontracting shall not be permitted (i) unless explicitly approved in advance by Datwyler in writing and (ii) not until Subcontractors have entered into written confidentiality agreements containing terms at least as strict as those set forth in Section I.

2. Delivery: Supplier shall deliver the Products to the location at the time and in the quantities as stated in Datwyler’s purchase order. Datwyler may refuse deliveries made before the agreed delivery date and may return Products to Supplier at Supplier’s expense and risk, or may store them with third parties.

3. Supplier delay: Upon becoming aware that a delivery of Products cannot be performed within the deadline set forth, Supplier shall immediately inform Datwyler in writing and promptly take the necessary measures to mitigate the loss and costs that may be incurred by Datwyler due to the failure to (timely) deliver the Products. The statutory provisions shall apply in respect of requirements and legal consequences of delayed delivery and/or performance. Datwyler may still cancel the respective purchase order in whole or in part even if Supplier is not responsible for exceeding the delivery deadline.

4. Liquidated damages: If Supplier fails to complete the delivery of the Products in full and/or on time, Datwyler may (i) claim a lump sum compensation equivalent to 1% percent of the delayed purchase order amount for each commenced calendar day of delay, capped at a maximum of 10% percent of this amount. Datwyler may seek additional compensation for further damages in accordance with Section G., including without limitation compensation or delay penalties (to be) paid by Datwyler to its own customers as a consequence of Supplier’s delayed delivery, whereby Datwyler reserves the right to offset this compensation with any amounts owed to Supplier; (ii) assign at Supplier’s expense the delayed purchase order, either in part or in full, to another supplier, provided that Datwyler notifies Supplier in writing (e.g., via e-mail); and/or (iii) reject any subsequent delivery of the Products and to have them temporarily stored and returned at Supplier’s risk and expense.

5. Packaging: Supplier shall use packaging adhering to relevant applicable environmental and disposal regulations. Datwyler may return the packaging. If Supplier violates the packaging or dispatch regulations, Datwyler may return the Products.

C. Transport and transfer of risk

1. Transportation means: Deliveries shall be made by Supplier 'Delivery At Place (DAP) Datwyler factory' (Incoterms in the latest applicable version) unless agreed otherwise in writing. In any event, Supplier shall bear all costs related to transportation. Title and risk of loss or damage to the Products shall pass to Datwyler at the time of delivery.

2. Documentation: The documentation accompanying the delivery shall include invoice, CMR or bill of lading, quality certificate and insurance certificate (intercontinental). Furthermore, a delivery note stating Datwyler's purchase order number and including information on the gross and net weight shall be enclosed with every delivery. The dispatch and delivery documents and any other documents relating to the purchase order shall show Datwyler's purchase order number. The Products shall be marked with at least the following information: Supplier address, designation of Products, Datwyler article numbers, quantity, delivery date, batch number.

D. Warranty

1. Warranty: Supplier warrants that all Products will be free from all defects in design, workmanship and materials and will comply with (i) the specifications as provided in the purchase order and samples; (ii) highest national and international industry standards; (iii) any applicable laws, rules and/or regulations, and (iv) any other requirements as agreed between the parties. This warranty by Supplier shall also cover parts, components and material delivered to Supplier by its own suppliers. Warranty is further based on the statutory provisions unless stipulated otherwise by these GPTC. In any event, Datwyler may, in its sole discretion, return the defective Products and request replacement or reworking, all at Supplier's cost, expenses and risk. In urgent cases, Datwyler may, without setting a grace period, rectify the defects at Supplier's cost, or may have them rectified by third parties, including without limitation by replacing the Products.

2. Complaints: Datwyler may raise complaints (and accordingly exercise its rights hereunder) regarding defective Products as follows: For evident defects, within 20 business days after receipt of the Products; for complex subassemblies, within 40 business days after receipt of the Products; and for hidden defects, within 120 business days of discovery.

3. Warranty period: The warranty period for Products is 24 months calculated from the transfer of risk, unless (i) a longer warranty period has been agreed upon separately, or (ii) Datwyler's customers (or their customers) request a longer warranty period, in which cases this longer warranty period shall apply instead. After replacement or reworking, the full warranty period re-starts again.

4. Inspection: Datwyler may, upon reasonable written notice, enter Supplier's manufacturing facilities in order to inspect the manufacture of the Products and any records deemed relevant. Such inspection shall not, however, constitute Datwyler's acceptance of any work-in-process or finished Products. Alternatively, Datwyler may also name an independent surveyor to accompany or represent Datwyler during such inspection.

E. Prices and payment

1. Payment terms: Unless agreed otherwise and to the extent legally permitted, Datwyler will pay invoices in its own discretion as follows: Within 90 days strictly net; if payment is made within 30 days, Datwyler may deduct a 3% discount from the invoice amount. If the Products only arrive after the invoice, the date of receipt of the Products shall be deemed to be the date of receipt of the invoice.

2. Invoice processing: Supplier's invoices shall include the number of the purchase order and shall be electronically forwarded to the e-mail address as indicated in the purchase order. Supplier shall submit a certificate of origin or a corresponding declaration for Products not manufactured in the jurisdiction of the purchasing Datwyler legal entity, at the latest together with the first invoice submitted and subsequently in

January of each calendar year. If Supplier fails to comply with any obligation set forth herein and/or with the requirements stated in the purchase order or otherwise agreed by the parties with respect to invoice data and (shipping) documentation, Datwyler may suspend its obligation to pay the invoice(s) in question, without written notice of default being required and without incurring any liability. Datwyler may offset any claims against Supplier with any invoice amounts owed to Supplier. In case of any defective Products, Datwyler may withhold any payments with respect to the invoice for the portion relating to such defective Products.

3. Price details: The price stated by Datwyler in the purchase order shall be fixed and binding and excludes value added tax/sales tax but includes packaging and any other costs and charges required for manufacturing and supplying the Products to Datwyler.

F. Contractual documents and means of production

1. Code of Conduct: By confirming a purchase order, Supplier accepts the applicable version of the „Datwyler Supplier Code of Conduct“, available on Datwyler’s website (www.datwyler.com), and shall comply with it. Supplier shall ensure that its entire supply chain will comply with the „Datwyler Supplier Code of Conduct“.

2. Tools: Documents and means of production of all types which Datwyler makes available to Supplier, or which are manufactured or procured by Supplier on behalf of Datwyler, such as illustrations, calculations, drawings, drafts, manufacturing instructions, recipes, mixtures, models, samples, prototypes, supplied materials, parts, tools, etc. (collectively the “**Tools**”), shall not be used, reproduced, passed on, sold, pledged or made accessible to third parties. In particular, the Tools shall not be used to manufacture products for third parties.

3. Marking: Supplier shall store the Tools separately as Datwyler's property in an appropriate and orderly manner, and the Tools shall be identified on each item as being Datwyler's property.

4. Maintenance: Supplier shall carry out the necessary servicing and inspection work together with all maintenance and repair work on the Tools in time and at its own expense. Supplier shall notify Datwyler immediately of any incidents. In case of omission, Supplier shall be liable for all resulting losses and damages incurred by Datwyler.

5. Insurance: Supplier shall insure the Tools at their value as new, at its own expense, against fire, water, business interruption and theft loss. Supplier shall assign all compensation claims arising from this insurance to Datwyler, and Datwyler hereby accepts such assignment.

G. Liability, indemnification and insurance

1. Liability: To the extent legally permitted, Supplier shall be liable towards Datwyler for any and all direct, indirect, consequential, special, incidental and punitive damages, claims, costs, expenses and liabilities (collectively the “**Damages**”) suffered or incurred by Datwyler, its affiliates and/or any third party and arising in connection, directly or indirectly, with (i) any defects in the Products (including without limitation recalls); (ii) any delay in the delivery of the Products (including delayed or omitted notification about such delay); (iii) any infringement of any third-party intellectual property rights by the Products, (iv) any violation of Supplier’s warranties set forth in these GPTC; (v) any violation of any applicable laws, rules or regulations; or (vi) any other actions or omissions of Supplier in violation of these GPTC, including without limitation any breach of confidentiality. Supplier shall be responsible for its agents, subcontractors or other representatives (the “**Subcontractors**”) which perform any obligations under these GPTC on behalf of Supplier and cause any Damages.

2. Indemnification: The Supplier shall fully indemnify Datwyler for any and all Damages, including without limitation Damages caused by Subcontractors.

3. Insurance: Supplier shall maintain, for the duration of any obligations towards Datwyler in connection with the supply of the Products, adequate insurance coverage which shall cover professional, general, and product liability with a sum insured which is appropriate for the specific Products and applicable industry sector. Aforementioned insurance amount shall not be deemed as a liability cap.

H. Intellectual Property

1. Datwyler rights: All information, data and documents made available to Supplier, including without limitation (i) the Tools, (ii) all sorts of intellectual property and similar rights developed or acquired by Datwyler before these GPTC entered into force and/or completely independently thereafter (including any modifications, amendments, enhancements, derivatives and improvements to the same) and (iii) Confidential Information, shall remain or become Datwyler's exclusive property and shall be deemed confidential. Supplier shall take all measures required for the transfer of these rights to Datwyler.

2. Third party rights: Supplier confirms that no rights of third parties will be violated by Datwyler in connection with the use of the Products.

I. Confidentiality

1. Confidential Information: Unless a separate confidentiality agreement exists between Supplier and Datwyler, this Section I. shall apply to Confidential Information. "**Confidential Information**" means any and all non-public know-how, methods, processes, Tools, formulae, recipes, compounds, mixtures, materials, marketing strategies, specifications, prices, costs, business plans, purchasing data, research and development data, customer lists, scientific, technical, commercial, financial, business, proprietary (including intellectual property) and any other information and data in any form whatsoever.

2. Ownership: Confidential Information furnished by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") or otherwise learned by the Receiving Party as a result of its relationship with the Disclosing Party is and remains proprietary to the Disclosing Party, and the Receiving Party agrees (i) to keep all such Confidential Information secret and confidential and (ii) to use such Confidential Information only as necessary in order to fulfill its obligations under these GPTC. All obligations under this Section I. shall also apply to Confidential Information which was disclosed before these GPTC entered into force. If the Receiving Party is required by law, regulation, or a valid order of a court or other governmental authority to disclose any Confidential Information, it shall, to the extent legally permitted, provide the Disclosing Party with prompt written notice of such requirement prior to any disclosure.

3. Return: The Receiving Party further agrees to return to the Disclosing Party all Confidential Information, including all copies thereof made by or for the Receiving Party, upon the Disclosing Party's request.

J. Termination

1. Notice period: The relationship governed by these GPTC may be terminated in writing (i) by Datwyler at any time with a notice period of 30 days, and (ii) by Supplier with a notice period of 6 months. Termination shall not affect purchase orders already issued and accepted, which remain binding and must be fulfilled in accordance with these GPTC.

2. Termination for cause: Datwyler may, without incurring any liability, terminate these GPTC for cause and with immediate effect, particularly if Supplier's financial condition deteriorates for whatever reason, if Supplier will commit any material breach of its obligations hereunder (including without limitation a violation of the Datwyler Supplier Code of Conduct) and will not remedy the breach within thirty (30) days of notice from Datwyler to do so (if capable of remedy), if and when Supplier fails to deliver the Products in compliance with

the provisions of the purchase order, or if Supplier breaches confidentiality or intellectual property provisions as set forth in these GPTC.

3. Return: Upon termination in accordance with these GPTC, Supplier shall, without being requested and without right of retention, return to Datwyler Confidential Information, the Tools, semifinished and finished Products (including those rejected by Datwyler as deficient) in proper condition, without retaining any copies, parts, etc., unless Datwyler instructs Supplier to destroy or modify them. Supplier shall provide respective evidence at Datwyler's request.

K. Miscellaneous

1. Integral parts. Any purchase orders, quotes, annexes as well as any other documents agreed upon by the parties in writing and referred to herein or anywhere else are integral parts of these GPTC, and the GPTC shall accordingly apply to them.

2. Severability: Should any provision(s) of these GPTC be declared illegal, invalid or unenforceable in any respect by any judicial or other competent authority under the law of any jurisdiction, only these provisions will be invalid. The parties will amend such provision(s) to the extent possible for incorporation herein in such reasonable manner as most closely achieves the original intention of the parties. The validity or enforceability of the remaining terms and provisions hereof shall not be in any way affected or impaired.

3. Hardship: If after entering into these GPTC relevant circumstances materially change and Datwyler would not have entered into these GPTC or would have entered into with different content if Datwyler had anticipated such change, Datwyler may request a change in these GPTC to the extent that the initially agreed balance of obligations will be restored, and these GPTC shall be accordingly amended.

L. Jurisdiction/legal venue, applicable law

1. Jurisdiction: The courts at the legal domicile of the Datwyler entity which purchases the Products from Supplier shall have exclusive jurisdiction for all claims and disputes arising out of or in connection with these GPTC, including the validity, invalidity, breach or termination thereof. Datwyler may, however, also sue Supplier at the legal venue competent for its registered office.

2. Applicable Law: These GPTC as well as any contractual arrangements between Datwyler and Supplier shall be construed with and governed by the substantial laws of the jurisdiction in which the Datwyler entity purchasing the Products from Supplier has its legal domicile, to the exclusion of any conflict of law provisions and the 1980 Vienna Convention on the International Sale of Goods.