

## Datwyler General Terms and Conditions for Supply (Europe), January 2026

### A. Scope and application

1. Scope: These General Terms and Conditions for Supply (“**GTC**”) shall apply to all orders and deliveries of products and performances of services (such products and services together the “**Products**”) by any Datwyler legal entity domiciled in a European country (“**Datwyler**”) to any legal entity purchasing Products (“**Customer**”).
2. Applicable version: The latest version of the GTC will be available on Datwyler’s website (www.datwyler.com) and shall in any event prevail over general terms and conditions of Customer.

### B. Delivery

1. Time of delivery: Datwyler strives to deliver the Products as agreed. Delays of max. 30 days shall be deemed in time. In case delivery will be delayed for more than 30 days, Datwyler will contact Customer in due course in order to communicate measures and the revised delivery date. If such revised delivery date is not acceptable, Customer may cancel the respective delayed order without Datwyler incurring any liability for any missed delivery date. Partial deliveries shall be permitted.
2. Risk and title: Deliveries of Products shall be made FCA (Datwyler’s premises) in accordance with Incoterms 2020. Risk of loss or damage to the Products shall pass to Customer at the time of delivery. Title to Products shall only pass to Customer upon payment of the entire purchase price.
3. Customer delay: If Customer refuses to receive the Products, Datwyler may demand payment for the Products and store them at Customer’s cost and risk, or deem the sale as being legally null and void and freely dispose of the Products.
4. Inspection: Customer shall examine the Products immediately upon receipt for any defects and shall promptly notify Datwyler thereof. Without notification within 30 days upon receipt, the Products will be deemed accepted. Customer shall be responsible for proper storage of the Products.

### C. Prices and payment

1. Payment terms: Unless otherwise agreed, all invoices shall be paid in full to Datwyler’s bank account as indicated on the respective invoice at the latest 30 calendar days after the invoice date by wire transfer, regardless of any warranty or other claims of any kind whatsoever made by Customer and without any discounts and deductions, but including taxes like VAT or Sales Tax (if applicable). Any payments due hereunder shall be, without prior written notice of default, subject to default interest in the amount of the maximum default interest on commercial transactions permitted in the jurisdiction where the Datwyler entity selling the Products is located, or in case of absence of respective local legislation by at least 12% on an annual basis. Customer shall not set off any payments owed.
2. Delivery suspension: In case Customer’s financial condition deteriorates for whatever reason, or if and when Customer has failed to pay more than 2 due invoices, Datwyler may suspend the delivery of further Products to Customer until full payment, cancel any open orders, terminate the relationship, and demand additional damages and interest, provided that Datwyler has sent to Customer a payment reminder, including a grace period of 10 days and a notification regarding the intended suspension as a consequence of the failure to pay. Alternatively, Datwyler may unilaterally request a change of the payment conditions, including without limitation advance payments, until further notice.
3. Price adjustments: Datwyler may increase the price for Products in case of a rise in costs of raw materials or other components (e.g. logistics, energy). Such price changes shall become effective 14 calendar days after notification.

#### **D. Warranty and Replacements**

1. Warranty: Datwyler exclusively warrants that the Products conform to (i) the specifications provided by Customer, and (ii) legal and regulatory requirements applicable in the jurisdictions where Datwyler manufactures the Products (the “**Build-to-Print Warranty**”). In case Datwyler provides engineering services suggesting significant modifications to the specifications, Datwyler also warrants diligent and state-of-the-art provision of such services without such warranty encompassing any results or outcomes (the “**Co-Engineering Warranty**”). In any event and notwithstanding anything to the contrary set forth in any documents related to these GTC and/or the Products, both Build-to-Print Warranty as well as Co-Engineering Warranty exclude, to the fullest extent legally permitted, any further express or implied warranties or representations and particularly any sort of warranty in relation to validation, verification and testing of the Products in view of their function and fitness for purpose and merchantability.
2. Compatibility: Compatibility and suitability of the Products with any drugs, liquids, powder, etc. or with assembly in any application of Customer or a third party shall be the sole responsibility of Customer, and Datwyler accordingly waives any responsibility in this regard. Customer shall be solely responsible for examining compatibility and suitability of the Products for the intended uses.
3. Warranty period: Unless Customer notifies us in writing of (i) obvious defects in accordance with Section B. 4. above, and (ii) hidden defects immediately upon discovery, but in any event before expiry of the warranty period of two years after delivery by Datwyler, any warranty claims are excluded. A defect shall only be recognized as such upon Datwyler’s consent in writing, and any measures shall be mutually agreed upon.
4. Replacement of Products: Defective Products will be replaced by Datwyler. Datwyler is not responsible for defects caused by natural wear and tear or damage due to improper use or storage by Customer.

#### **E. Liability and indemnification**

1. Liability: Datwyler’s contractual liability as well as for tort, strict liability or otherwise is limited to Customer’s direct damages, thereby excluding any indirect, special, incidental, punitive and/or consequential damages (including without limitation for economic loss, loss of profits, loss of opportunity, and costs of any regulatory fines or penalties), suffered or incurred by Customer, its affiliates and/or any third party and arising in connection, directly or indirectly, with these GTC.
2. Indemnification: Such liability of Datwyler shall be limited to a maximum amount per claim and in the aggregate per insurance year (combined for bodily injury as well as property and financial damage) equalling the amount invoiced for the Products delivered by the respective Datwyler entity in the past 12 months, but shall in no event exceed the amount of EUR 1’000’000.00 or its equivalent in the applicable currency.
3. FTO: Datwyler has not executed, and will not execute a FTO (Freedom to operate) analysis in order to determine actual or potential infringements of third party rights, including without limitation intellectual property rights (the “**Third Party Rights**”), or any risk therefor due to or based on the Product’s specific design ordered by the Customer or even only based on the Product’s specific use by the Customer. It is the sole responsibility of the Customer to avoid any infringement of the Third Party Rights in view of the specific use of the Product or of its specific design; Datwyler accordingly waives all responsibility, liability and warranty of any kind to the fullest extent legally permitted. In case Datwyler nevertheless is held responsible for infringements of the Third Party Rights in a given case, Datwyler shall be immediately and fully indemnified by Customer for any damages suffered in this respect.

#### **F. Intellectual Property**

1. Background IP: Each party shall own its Background IP. “**Background IP**” means each party’s Confidential Information and all sorts of intellectual property and similar rights developed or acquired by such party before these GTC entered into force and/or completely independently thereafter (including any modifications, amendments, enhancements, derivatives and improvements to the same).

2. Foreground IP: All Foreground IP shall belong to the party that exclusively developed it. “**Foreground IP**” means all inventions, developments, designs, methods, know-how, processes, any new knowledge, and working results which are created, made, conceived, developed and/or reduced to practice in the performance of these GTC, and any rights derived from such Foreground IP. If parties cannot agree, e.g. if both parties materially contributed to the development of such Foreground IP, they shall negotiate in good faith about its legal ownership, taking into consideration Datwyler’s role as the manufacturer.

### **G. Confidentiality**

1. Confidential Information: Unless a separate confidentiality agreement exists between Customer and Datwyler, this Section G. 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 GTC. All obligations under this Section G. shall also apply to Confidential Information which was disclosed before these GTC entered into force.

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.

### **H. Tooling**

1. Ownership. Datwyler is the owner of the Tooling (as defined below), unless parties agree to transfer ownership and title of the Tooling from Datwyler to Customer, in which case such transfer will not be executed until full payment by Customer to Datwyler of all costs incurred by Datwyler for the Tooling.

2. Rights: Notwithstanding Section H.1., Datwyler in any event owns all rights of whatever nature (including without limitation all intellectual property and similar rights), to all specifications, drawings, engineering instructions, data, material, equipment, software, processes, facilities and tooling, including, but not limited to, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, manufacturing aids and replacement items (the “**Tooling**”), now existing or hereafter created.

### **I. Termination**

1. Notice period: The term of these GTC between Customer and Datwyler shall be 12 months and shall be deemed to be extended by them at each anniversary for another 12 months unless either party terminates these GTC in writing with a 3 months’ notice period before its expiry. In case of any termination, purchase orders submitted before remain unaffected and need to be fulfilled by the parties, and Customer shall pay for any raw material acquired by Datwyler in connection with the Products and any finished or semi-finished Products already manufactured.

2. Termination for cause: Datwyler may, without incurring any liability, terminate these GTC for cause and with immediate effect, particularly if Customer's financial condition deteriorates for whatever reason, if Customer will commit any material breach of its obligations hereunder and will not remedy the breach within 30 days of notice from Datwyler to do so (if capable of remedy), or if and when Customer fails to fully pay due invoices. Any outstanding invoice will become immediately due and payable.

#### **J. 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 GTC, and the GTC shall accordingly apply to them.

2. Severability: Should any provision(s) of these GTC 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. Force Majeure: In case of any event affecting Datwyler's performance that arises or is attributable to acts, occurrences, accidents or other circumstances beyond our control, including without limitation any acts or restraints of governments or public authorities, war, revolution, riot, civil commotion; complete or partial hold-ups in the transport organization, legal restrictions (embargo, etc.), epidemic, pandemic and illness among employees or shortage of workers in general, strikes within Datwyler or elsewhere; breakdowns in a factory of Datwyler or failure of production, shortcomings or significant price increases by Datwyler's suppliers and/or sub-suppliers of, e.g., energy or raw material; earthquakes, floods, fire or other destructive events or disasters (each such instance a "**Force Majeure Event**"), Datwyler may, upon notification to Customer of (i) the reasons for the Force Majeure Event, (ii) the estimated timing, and (iii) the envisaged action plan, either suspend performance until the Force Majeure Event has come to an end, provided performance can be made afterwards within the agreed term, or reduce or cancel the performance. In such a Force Majeure Event, Customer shall not be entitled to claim for damages.

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

5. Code of Conduct: Datwyler's Code of Conduct, available on Datwyler's website ([www.datwyler.com](http://www.datwyler.com)), shall apply.

#### **K. Jurisdiction/legal venue, applicable law**

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

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