

Datwyler Terms and Conditions of Sale (US), January 2026

A. Scope and application

1. **Scope:** These Terms and Conditions of Sale (“**Terms**”) shall apply to all products, systems or parts offered for sale (“**Products**”) to the procuring party (“**Customer**”) by any U.S. subsidiary or affiliate of Dätwyler Holding Inc. (“**Datwyler**”).

2. **Applicability:** These Terms, as amended from time to time, are available on Datwyler’s public website, which is accessible by Customer. Datwyler reserves the right at any time to change these Terms without notice. Datwyler will update its website as these Terms are changed; such changes shall become effective immediately upon posting of the modified Terms. It is Customer’s responsibility to review the latest version of the Terms prior to submitting an order. Any orders placed after the Terms are changed shall be subject to such amended Terms. Customer accepts these Terms by signing and returning Datwyler’s quotation, by sending a purchase order, by submitting instructions to Datwyler to ship the Product, or by accepting or paying for the Product. No additional or different terms, conditions or warranties, and no agreement or understanding, oral or written, in any way purporting to modify the terms and conditions, whether contained in Customer’s purchase order or shipping release forms, or elsewhere, shall be binding on Datwyler unless hereafter made in writing, signed by Datwyler’s authorized representative, and specifically referencing these Terms and stating that it modifies them. Customer is hereby notified of Datwyler’s express rejection of any additional or different terms proposed by Customer. Neither Datwyler’s lack of objection to any terms, nor the delivery of the products or services, shall constitute an agreement by Datwyler to any such terms.

B. Delivery

1. **Time of delivery:** Shipping dates that Datwyler may provide to Customer are approximate only and are estimated from the date of receipt of order. Datwyler reserves the right to revise shipping estimates to reflect conditions in effect on or before the date on which an order is scheduled to be shipped. Datwyler will, in good faith, endeavor to fill and ship accepted orders on or before the estimated shipping date; however, Datwyler will not be liable for any loss or damage associated with a delay in shipment or delivery of Product for any reason. In case delivery will be delayed for more than thirty (30) calendar days from the delivery date provided by Datwyler, Datwyler will contact Customer to communicate a revised delivery date. Datwyler may, in its sole discretion, without liability or penalty, make partial shipments of Products to Customer. Each shipment will constitute a separate sale, and Customer will pay for the units shipped whether the shipment is in whole or partial fulfillment of Customer’s purchase order.

2. **Risk and title:** Unless otherwise set forth on the Purchase Order, Datwyler will deliver the Products EXW (Incoterms® 2020) Datwyler’s plant or factory. Risk of loss or damage to the Products shall pass to Customer upon delivery in accordance with the applicable delivery term. Title to Products shall only pass to Customer upon payment of the entire purchase price. Until the price for the Products has been paid in full, the Customer, or any agent of the Customer or any third party: (i) shall hold the Products subject to a security interest or lien in favor of Datwyler allowing for the right of re-possession by Datwyler to the extent permitted under applicable law, and (ii) shall keep the products separate from any other products.

3. **Customer delay:** Customer will take delivery of the Products within ten (10) calendar days of Datwyler’s notice that the Products are available. If Customer fails to take delivery of the Products within this period, Customer will pay Datwyler all storage expenses incurred by Datwyler, or, in Datwyler’s discretion, Datwyler may ship the Products to Customer at Customer’s expense, or Datwyler may deem the sale as being legally null and void and freely dispose of the Products at Customer’s expense.

4. **Inspection:** Customer shall examine the Products within a reasonable period, not to exceed thirty (30) calendar days after Customer receives Products (“Inspection Period”). The Products will be deemed accepted at the end of the Inspection Period unless Customer notifies Datwyler, within the Inspection Period, in writing of any Nonconforming Products and furnishes Datwyler with written evidence or other documentation reasonably required by Datwyler. If Customer notifies Datwyler of any Nonconforming Products prior to expiration of the Inspection Period, then Datwyler will, in its sole discretion, (i) replace the Nonconforming Products with conforming Products, or (ii) credit or refund the purchase price for the Nonconforming Products, to the extent already paid, together with any reasonable shipping and handling expenses incurred by Customer to return Nonconforming Products to Datwyler. At Datwyler’s request and direction, Customer will return the Nonconforming Products at Datwyler’s expense or dispose of the Nonconforming Products in a manner approved by Datwyler, and, upon request, Customer shall provide Datwyler with a certificate of destruction of such Nonconforming Products. For purposes of this Section, Customer acknowledges and agrees that the remedies set forth in this Section are Customer’s exclusive remedies and Datwyler’s sole liability for the delivery of Nonconforming Products, and except as set forth in this Section, Customer has no right to return the Products to Datwyler without Datwyler’s written authorization. “Nonconforming Products” means only the following: (i) the items shipped are different from those identified in Customer’s purchase order; or (ii) the labels or packaging of the items incorrectly identifies them.

5. **Product Recall:** If a recall is required by applicable Law, or if Datwyler and Customer reasonably determine that a recall is advisable because the goods may create a potential safety hazard or are not in compliance with any applicable code, standard or legal requirement, the Parties shall promptly communicate such facts to each other and promptly develop a corrective action plan.

C. Prices and payment

1. **Payment Terms:** Customer shall pay all invoiced amounts in full to Datwyler’s bank account as indicated on the respective invoice at the latest thirty (30) calendar days after the invoice date, by wire transfer, without any discounts and deductions, and including all taxes. Any default in payment shall entitle Datwyler to stop delivery of Product, to terminate all outstanding contracts and orders and to collect all outstanding invoices with the Customer without any formalities and without indemnifications. Customer is not permitted to set off any payments owed, regardless of the contract from which they derive. All payment terms set forth in these Terms are subject to Datwyler’s approval of Customer’s credit, in Datwyler’s discretion, and may be re-evaluated at any time; if such approval is withheld, Datwyler may, without notice to Customer, modify or withdraw credit terms, including, but not limited to, requiring advance payment, letters of credit, guarantees, or other security.

2. **Price adjustments:** At any time after Datwyler accepts Customer’s purchase order but prior to shipment of Product, Datwyler may increase the price for Products in case of a rise in costs, including costs of raw materials or other components (e.g. logistics, energy), difficulties in securing products, changes in law, increases in labor rates or taxes, trade restrictions, government actions, or to cover any unforeseen or extra cost elements. Datwyler reserves the right to re-quote the Product and/or adjust pricing to reflect such increases. If the parties cannot agree upon the re-quotation or re-price of the Products, Datwyler reserves the right to cancel Customer’s purchase order. Should there be a currency fluctuation of more than two percent (2%) between the date of a purchase order and the delivery date, Customer and Datwyler shall agree on a price adjustment based on the exchange conversion rate quoted by Reuters on the delivery date. If the parties cannot agree on the price adjustment, Datwyler reserves the right to cancel Customer’s purchase order.

3. **Late Payment:** If Customer is delinquent in its payment obligations to Datwyler, Datwyler may at its option (i) refuse to process any credit to which Customer may be entitled; (ii) set off

any credit or sum owed by Datwyler to Customer against any undisputed amount owed by Customer to Datwyler; (iii) withhold future deliveries to Customer; (iv) declare Customer's performance in breach and terminate the purchase order or any other agreement between the parties; (v) repossess Products for which payment has not been made; (vi) make future deliveries on a cash-with-order or cash-in-advance basis; (vii) charge interest on delinquent amounts at a rate of one point five percent (1.5%) per month or the maximum rate permitted by law, if lower, for each month or part thereof; (viii) charge storage or inventory carrying fees on Products; (ix) recover all costs of collection including, without limitation, reasonable attorneys' fees; (x) accelerate any remaining payments on any payment schedule and declare the total outstanding balance then due and owing; or (xi) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available herein, at law, in equity or otherwise.

D. Warranty and Replacements

1. Warranty: Datwyler exclusively warrants that the Products will, for a period of one year after purchase, conform to (i) the specifications provided by Customer at the time of purchase, and (ii) legal and regulatory requirements applicable at the time of manufacture in the jurisdictions where Datwyler manufactures the Products (the "**Warranties**"). The Warranties are conditioned upon proper storage, installation, use, and maintenance in accordance with applicable written recommendations of Datwyler. The Warranties will be void and of no effect if: (i) the Product is not used in accordance with its instructions; (ii) the alleged defect is a result of abuse, misuse, improper maintenance, accident or the negligence of any party other than Datwyler; (iii) the Product's failure to conform to the Warranties was due in whole or in part to other conditions beyond the control of Datwyler; (iv) any repairs, alterations or other work has been performed by Customer or others on such Product (other than work performed with Datwyler's prior written authorization and in accordance with Datwyler's approved procedures). Without limiting the foregoing, the Warranties do not extend to damage to Products or other items resulting in whole or in part from the use of components, accessories, parts or supplies that are not furnished by Datwyler. 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. Datwyler shall have no liability regarding compatibility and suitability issues with any drugs, liquids, powder, etc. or with assemblies.

THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF DATWYLER AND THE REMEDIES OF CUSTOMER SET FORTH HEREIN ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS, AND LIABILITIES OF DATWYLER, AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST DATWYLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS; ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF DATWYLER; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF CUSTOMER.

2. Replacement of Products: DATWYLER'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY SHALL BE, AT DATWYLER'S OPTION, TO REPAIR OR REPLACE THE PRODUCT, OR TO REFUND THE PURCHASE PRICE BY CREDITING CUSTOMER'S ACCOUNT FOR THE NON-CONFORMING PRODUCT. IN NO EVENT WILL DATWYLER'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THESE TERMS AND CONDITIONS OF SALE, OR THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE PRODUCT, EXCEED THE

PRICE OF SUCH PRODUCT. THE FOREGOING WILL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND THE SOLE AND EXCLUSIVE LIABILITY OF DATWYLER FOR ANY CAUSE OF ACTION AT ANY TIME, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE) OR OTHERWISE.

E. Liability and indemnification

1. Exclusion of Damages: TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL DATWYLER OR ITS AGENTS BE LIABLE, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SUPPLIER), OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES OR FOR ANY DAMAGES FOR LOSS OF BUSINESS, LOSS OF USE, LOSS OF REVENUE OR PROFITS, LOSS ARISING FROM DELAYS, OR INCREASE IN COST ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS OR THE USE OF, MISUSE OF, OR INABILITY TO USE THE PRODUCTS, EVEN IF SUCH LOSSES WERE FORESEEABLE OR IF SELLER (OR ITS AGENTS OR AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

2. Limitation of Liability: IN NO EVENT SHALL DATWYLER'S AGGREGATE LIABILITY UNDER THESE TERMS OR OTHERWISE WITH RESPECT TO THE SPECIFIC PRODUCTS PURCHASED HEREUNDER EXCEED THE PRICE OF THE PRODUCT GIVING RISE TO SUCH LIABILITY OR USD 1 MILLION, WHICHEVER IS LESS, REGARDLESS OF THE CAUSE OR FAULT AND WHETHER ARISING IN CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

3. Indemnification: Customer hereby agrees to indemnify, defend, and hold harmless Datwyler, its officers, directors, employees, agents and insurers of each of them (individually and/or collectively, "Datwyler Indemnitees"), from and against any and all third party claims, demands, actions, damages, expenses, costs, claims, judgments and liabilities (including, without limitation, interest, penalties and reasonable attorneys' fees and investigative costs) which may be sustained or incurred by Datwyler Indemnitees, arising from, in connection with or as a consequence of (i) any negligent or wrongful act or omission by Customer; (ii) Customer's use or sale of the Products, except to the extent that such suit or demand arises out of the failure of the Products to meet the Warranty; (iii) Customer's improper handling or storage of Product(s); and/or (iv) any claim, demand, or action alleging that the Products infringe or misappropriate any intellectual property rights of a third party. Customer will provide Datwyler with the opportunity to participate in the defense and settlement of such claim. No settlement of such claim shall be made by Customer unless such settlement provides a complete and unconditional release of Datwyler. Datwyler has the right to approve counsel or be represented by independent counsel of its own selection.

F. Intellectual Property

1. "Intellectual Property" means all inventions, discoveries and improvements; all technical data including, but not limited to, drawings, specifications, process information, technical reports; trade secrets, manufacturing techniques, and know-how; and all computer software and related documentation. "Intellectual Property" also includes all common law and statutory rights to the foregoing, including but not limited to, patents, copyrights, mask work registrations, and the like.

2. Background Intellectual Property: "**Background Intellectual Property**" means Intellectual Property owned or developed prior to the effective date or outside the scope of these Terms. Each party shall own its Background Intellectual Property.

3. Foreground Intellectual Property: “**Foreground Intellectual Property**” means all Intellectual Property that is conceived, created, developed, authored, discovered, or reduced to practice in the course of, or as a result of, the execution of a purchase order. Foreground Intellectual Property created solely by Datwyler shall be the sole property of Datwyler. Foreground Intellectual Property created solely by Customer shall be the sole property of Customer. Foreground Intellectual Property developed jointly by the Parties shall be deemed Joint Foreground IP, and the parties 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 that applies to the Products exists between Customer and Datwyler, in which case these Terms do not supersede such agreement, 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) 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 Terms. Customer may only disclose Confidential Information to its employees on a need-to-know basis, will protect against its inadvertent disclosure, and will not disclose Confidential Information to any third party without Datwyler’s prior written consent. All obligations under this Section G shall also apply to Confidential Information which was disclosed before these Terms entered into force.

3. Return: The Receiving Party agrees to return to the Disclosing Party or certify to its destruction (if requested by the Disclosing Party), all Confidential Information, including all copies thereof made by or for the Receiving Party, upon the Disclosing Party’s request.

H. Miscellaneous

1. Severability: Should any provision(s) of these Terms be declared illegal, invalid or unenforceable in any respect by any judicial or other competent authority under the law of any jurisdiction, the validity or enforceability of the remaining terms and provisions hereof shall not be in any way affected or impaired. Upon such determination that any term or other provision is illegal, invalid or unenforceable, the parties shall negotiate in good faith to modify such provision(s) so as to effect the original intent of the parties.

2. Force Majeure: In case of any event affecting Datwyler’s performance that arises or is attributable to acts, occurrences, accidents or other circumstances beyond Datwyler’s reasonable control, including without limitation any acts or restraints of governments or public authorities, government delays or refusals to take action, terrorism, war (declared or not), revolution, riot, civil commotion; complete or partial hold-ups in the transport organization, legal restrictions (embargo, etc.), epidemic, pandemic, 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 supplies, 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.

3. **Hardship:** If, after entering into these Terms, material circumstances materially change and Datwyler would not have entered into these Terms or would have entered into with different content if Datwyler had anticipated such change, Datwyler may request a change in these Terms to the extent that the initially agreed balance of obligations will be restored, and these Terms shall be accordingly amended. In the event that the performance of Datwyler becomes excessively difficult or costly due to unforeseen circumstances beyond the control of Datwyler, Datwyler may request renegotiation of the terms to adjust for such hardship, during which time Datwyler's performance obligations shall be suspended. If Datwyler and Customer cannot reach an agreement on the changes proposed by Datwyler within a reasonable period, Datwyler may terminate without liability.

4. **Setoff:** Customer will not set off any amount, whether or not liquidated, against sums Customer asserts are due to Customer, Customer's parent, subsidiaries, affiliates or other divisions or units under any transaction with Datwyler, whether under these terms and conditions of sale or otherwise.

I. Jurisdiction/legal venue, applicable law, waiver of jury trial

1. **Jurisdiction:** The parties agree that all disputes, legal actions, suits and proceedings arising out of or relating to these Terms ("**Disputes**") must be brought exclusively in federal or state court in Delaware ("**Designated Courts**"). Datwyler and Customer consent and submit to the personal jurisdiction of the Designated Courts and agree that such courts shall be the proper venue for any Disputes. Customer agrees to waive in advance any defense of lack of personal jurisdiction or improper venue in the Designated Courts. This choice of jurisdiction shall also apply to legal proceedings of any kind or nature brought to enforce any noncontractual claims, including tort claims, arising out of or related to these Terms.

2. **Applicable Law:** These Terms shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. This choice of governing law will also apply to non-contractual claims, including tort claims, arising out of or related to the Terms and/or Products. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AND ANY SUCCESSOR THERETO, DOES NOT APPLY TO THESE TERMS OR THE DOCUMENTS RELATED HERETO AND IS HEREBY EXPRESSLY DISCLAIMED BY SELLER AND BUYER. To the fullest extent permitted by law, Customer hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs.

3. **Waiver of Jury Trial:** EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HERUNDER, WHETHER IN CONTRACT, TORT, STATUTE, OR OTHERWISE.