Winterthur Technology (Austria) GmbH
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General Terms and Conditions of Purchase

Date: August 1, 2026

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1. General

These General Terms and Conditions of Purchase (hereinafter referred to as the "General Terms") shall apply exclusively to all orders, deliveries and services provided to Winterthur Technology (Austria) GmbH, branch office Suberg, Switzerland (hereinafter referred to as the "Purchaser").

Any terms and conditions of the Supplier shall not apply unless expressly accepted in writing by the Purchaser. Silence, acceptance of deliveries or payments shall not constitute such acceptance. These General Terms constitute the entire agreement between the parties with respect to the subject matter hereof. Any amendments or deviations must be agreed in writing.

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2. Orders and Contract Conclusion

All orders shall only be binding if issued by the Purchaser in writing, including electronic form (e.g., email or ERP system).

The Supplier shall confirm each order in writing within seven (7) calendar days. If no confirmation is received, the Purchaser reserves the right to withdraw the order without liability.

Contracts shall only become effective upon written confirmation by the Supplier, provided such confirmation does not deviate from the Purchaser's order. Any deviations shall only become binding if expressly approved in writing by the Purchaser.

The Purchaser reserves the right to amend or cancel orders at any time prior to delivery, provided that reasonable costs that are verifiable, unavoidable or already incurred are compensated, excluding loss of profit.

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3. Delivery

Delivery shall be DDP (Delivered Duty Paid) (Incoterms® 2020) to the place specified by the Purchaser, unless otherwise agreed in writing.

The Supplier shall immediately notify the Purchaser of any anticipated delays.

After expiry of a reasonable grace period, the Purchaser may:

- withdraw from the contract, and/or
- procure substitute goods at the Supplier's expense.

Partial deliveries require prior written consent.

Risk shall pass only upon proper delivery at the agreed destination. If the Purchaser is in delay of acceptance, risk shall pass upon notification of readiness for delivery.

In cases of force majeure, both parties shall be released from their obligations for the duration of the event. If such event exceeds three (3) months, either party may withdraw.

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4. Prices , Shipping and Packaging

All prices shall be fixed prices and include all costs, in particular transport, insurance, customs duties and packaging. Price changes require prior written agreement. Cost reductions prior to delivery shall be passed on to the Purchaser.

Deliveries must comply with shipping instructions and all applicable environmental and packaging regulations. Non-compliant packaging may be returned at the Supplier's expense.

In the event of delay, the Purchaser shall be entitled to liquidated damages amounting to 1% of the total order value for each commenced week of delay, up to a maximum of 10% of the total order value.

The Purchaser reserves the right to claim further damages exceeding such amount, provided that any liquidated damages paid shall be credited against such further damages.

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5. Ownership, Audit Rights and Confidentiality

All tools, drawings, models, specifications, samples and other materials provided by the Purchaser shall remain the Purchaser's property and may not be used for purposes other than fulfilling the contract.

The Purchaser shall have the right, upon reasonable notice, to audit the Supplier's facilities, processes and documentation, including quality, compliance and sustainability requirements.

The Supplier shall treat all commercial and technical information received within the business relationship as strictly confidential. This obligation shall continue after termination of the contract and shall extend to employees, subcontractors and affiliates.

6. Subcontracting

The Supplier shall not subcontract any part of its obligations without the Purchaser's prior written consent. The Supplier shall remain fully responsible for the performance of any subcontractor.

7. Invoicing and Payment

Unless otherwise agreed, payment shall be made within thirty (30) days net after receipt of a proper and verifiable invoice and completion of delivery of the goods or services.

The Purchaser reserves the right to make earlier payments against reasonable cash discounts.

The Purchaser shall be entitled to offset claims against counterclaims, including those of affiliated companies.

In case of defects or incomplete delivery, the Purchaser shall be entitled to withhold payments to a reasonable extent.

8. Warranty (Defects)

The Supplier warrants that all Products are free from defects, comply with agreed specifications, are fit for their intended purpose, conform to the state of the art, and comply with all applicable laws and standards.

The warranty period shall be at least twelve (12) months from delivery or acceptance. The Purchaser shall notify defects without undue delay.

In the event of defects, the Purchaser shall be entitled at its discretion to require repair, replacement, price reduction, withdrawal from the contract, or self-remedy at the Supplier's expense. Warranty periods shall recommence upon repair or replacement.

The Supplier guarantees that the Products do not infringe third-party rights and shall fully indemnify the Purchaser, provided the Supplier is granted control over legal defense and settlement.

9. Product Liability and Safety

The Supplier shall ensure that Products comply with all applicable product safety and liability laws. The Supplier shall provide all necessary documentation, safety instructions and warnings.

If the Supplier becomes aware of any product risks, it shall immediately inform the Purchaser.

In the event of product recalls attributable to the Supplier, the Supplier shall bear all associated costs and indemnify the Purchaser in full. Limitations of statutory product liability shall not be accepted.

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10. Insurance

The Supplier shall maintain adequate liability insurance, including product liability insurance, with internationally reputable insurers and shall provide proof upon request.

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11. Compliance, Sustainability and Export Control

The Supplier shall comply with all applicable laws and regulations, including but not limited to anti-corruption and anti-bribery laws, competition law, labor and social standards, environmental regulations, export control and sanctions laws.

The Supplier shall respect internationally recognized human rights and comply with applicable supply chain due diligence obligations. The Purchaser shall be entitled to terminate the contract immediately in case of serious compliance violations.

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12. Data Protection and Cybersecurity

The Supplier shall comply with all applicable data protection laws, including the GDPR. The Supplier shall implement appropriate technical and organizational measures to ensure data security and protect against unauthorized access, loss or misuse.

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13. Termination

The Purchaser shall be entitled to terminate the contract in whole or in part at any time for convenience upon written notice. In such case, the Supplier shall be entitled only to reimbursement of verifiable, unavoidable costs incurred up to termination, excluding loss of profit. The Purchaser shall further be entitled to terminate the contract with immediate effect for cause, in particular in case of breach of contract, delay, or compliance violations.

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14. Miscellaneous

Should any provision of these General Terms be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic intent. Any amendments or supplements must be made in writing.

15. Place of Performance, Applicable Law and Jurisdiction

Place of performance for deliveries shall be the destination specified by the Purchaser; for payments, Suberg, Switzerland. These General Terms shall be governed exclusively by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).