

### 1. General

- 1.1 These General Terms and Conditions of Purchase apply to all orders for goods and services of any kind placed by Swisstronics AG ("**Swisstronics**") with a seller, contractor, or service provider ("**Supplier**"), unless otherwise agreed in writing in individual cases. The Supplier's terms and conditions are only valid for Swisstronics if and to the extent that Swisstronics has expressly agreed to them in writing. The acceptance of deliveries or services or the payment of invoices does not constitute acceptance of the Supplier's terms and conditions.
- 1.2 The orders by Swisstronics shall only be binding if they are placed in writing (by letter or e-mail). Verbal and telephone agreements are confirmed by us in writing. This shall also apply to all amendments, supplements, specifications, etc.
- 1.3 Should business transactions with a supplier be primarily conducted using the EDI procedure, the applicable terms and conditions must be agreed in writing in advance. In doing so, both the business partners and the transactions involved shall be listed.
- 1.4 Subsidiaries, associated companies and group companies shall also be deemed to be third parties within the meaning of these General Terms and Conditions.
- 1.5 Swisstronics does not owe the Supplier any remuneration for the offers submitted by the Supplier, unless otherwise agreed in writing.
- 1.6 Swisstronics can correct obviously incorrect or faulty orders at any time free of charge by means of a written statement (by letter or email).
- 1.7 The Supplier must check whether the descriptions in the order are correct. If the Supplier has any concerns about the suitability of the goods or services ordered for the intended purpose, Swisstronics must be informed immediately in writing.

### 2. Custom-made products

Insofar as the order concerns the individual design/conception and/or the manufacture of small parts and components within the meaning of a work contract (Art. 363 et seq. of the Swiss Code of Obligations), Swisstronics shall, in the case of a design or development order, have unrestricted sole ownership of the intellectual property and exclusive use of all related design and development results, as well as sole ownership of all intellectual property rights (in particular copyrights, including rights to software, trademark, design, patents, as well as know-how and related rights) arising in connection with the work covered by the contract. These include the right to exclusive and unrestricted use, editing, reproduction, distribution, and publication of such intellectual property in accordance with the applicable provisions of Swiss law, in particular the Copyright Act (CopA), the Patents Act (PatA), the Trade Mark Protection Act (TmPA), and the Designs Act (DesA). The designs and developments may not be made available to third parties, either in whole or in part, nor used by the Supplier for its own or other purposes without the express written consent of Swisstronics.

### 3. Documents and aids (supplies)

- 3.1 Physical or electronic Documents provided by Swisstronics (drawings, schemes, documentation, test and delivery specifications, etc.) and other operating and auxiliary materials (samples, plans, models, etc.) shall remain in the property of Swisstronics and shall be marked by the Supplier accordingly.
- 3.2 Upon conclusion of the contract, the Supplier authorizes Swisstronics to have the reservation of title to the aforementioned items registered in the official registers in accordance with the relevant national laws and to comply with all relevant formalities. He shall take all measures necessary to protect the property of Swisstronics.
- 3.3 The aforementioned documents may not be duplicated or made available to third parties without the express written consent of Swisstronics and may only be used to fulfill the order and not for other purposes. The documents and aids shall be returned to Swisstronics undamaged at the request of Swisstronics at any time, but no later than upon delivery of the goods, or, if expressly agreed, shall be held in safekeeping by the Supplier until revoked.
- 3.4 The Supplier shall be liable for any damage to the property of Swisstronics and shall therefore undertake to store and handle the documents and resources appropriately and to insure them against possible damage in consultation with Swisstronics.

### 4. Prices and terms of payment

- 4.1 The agreed prices are fixed prices. Price changes and reservations in this respect shall only be binding if and to the extent that they have been expressly acknowledged by Swisstronics in writing. The price includes, in particular, delivery by the Supplier (DDP, destination as specified in the order by Swisstronics, Incoterms 2020). All ancillary costs, such as freight, insurance, export, transit, import, and other permits, shall be borne by the Supplier. The Supplier shall also bear all types of taxes, duties, fees, customs duties, and the like levied in connection with the contract, or reimburse Swisstronics for these upon presentation of appropriate evidence if Swisstronics has become liable for them.
- 4.2 Each delivery shall be invoiced immediately upon dispatch. A separate invoice showing the value added tax and reference to the order reference of Swisstronics shall be issued for each delivery. Invoices without this information will be rejected. C.O.D. charges will not be accepted.
- 4.3 The payments of Swisstronics shall be made irrespective of any inspection of the goods or services 120 days upon their arrival or provision at the place of destination. Other payment goals have to be agreed on in writing. The payments or partial payments of Swisstronics shall therefore not constitute an acknowledgement of quantity, price and/or quality or contractual conformity. The legal claims of Swisstronics in this respect shall therefore remain fully protected even after payment for the goods or services has been made.
- 4.4 The assignment of existing claims against Swisstronics as well as offsetting against counterclaims shall not be permissible. However, Swisstronics is entitled to offset the Supplier's claims against its own claims against the Supplier.

<b>Swisstronics</b> <b>Contract Manufacturing AG</b> IMS Integriertes Management System	Form <b>W4-5-1E</b> <b>General Terms and Conditions</b> <b>of Purchase</b>	Version: 2
		Page 1 of 5

### 5. Deliveries and Services of the Supplier

- 5.1 The quantities stipulated in the orders of Swisstronics shall be complied with. Swisstronics reserves the right to make surplus parts available to the Supplier against full compensation of the sales of Swisstronics and, in the case of shortages, to insist on fulfillment of the ordered quantity.
- 5.2 The Supplier warrants that it will deliver goods free from defects in title and quality, in perfect condition and using perfect raw materials, suitable for the intended use as well as for the careful, contract-compliant, and defect-free provision of services. This includes in particular compliance with safety regulations in laws, regulations, ordinances or administrative orders of the country of manufacture and destination. Swisstronics is entitled to make defective goods available to the Supplier and to demand faultless replacement.
- 5.3 Subcontracting to sub-suppliers or subcontractors ("Sub-Suppliers") shall only be permitted with the prior written consent of Swisstronics. The Supplier shall be fully liable for the goods (incl. components) and/or services purchased from or manufactured by its Sub-Suppliers.
- 5.4 Deliveries from Suppliers and Sub-Suppliers are subject to the quality assurance system of Swisstronics in accordance with ISO9001 / ISO13485. The Suppliers and Sub-Suppliers of Swisstronics are assessed accordingly.

### 6. Rights of access, inspection and participation

By accepting the order, the Supplier grants Swisstronics, its customers, all competent aviation authorities (namely EASA and FOCA) and any other relevant authorities

- access to its premises and the premises of the Sub-Suppliers; and,
- access to all documentation relevant to the order (electronic and/or physical)

The Supplier shall ensure through appropriate agreements with its partners and Sub-Suppliers that these rights of access, inspection and participation are also granted at their premises.

### 7. Counterfeit Products

- 7.1 The Supplier is hereby notified that to Swisstronics the protection against shipments of suspect/counterfeit goods (including components) is of particular concern.
- 7.2 If goods specified in the order have a part or model number, product description, and/or industry standard referenced in the order, the Supplier represents that the items goods by Supplier are in compliance and meet all requirements of the latest version of the applicable manufacturer's data sheet, description, and/or industry standards, unless otherwise specified by Swisstronics in writing.
- 7.3 If the Supplier is not the manufacturer of the goods, the Supplier shall ensure that the goods and components supplied are manufactured by the original manufacturer and comply with the applicable manufacturer's data sheet or industry standard.
- 7.4 In the event the Supplier desires to supply an alternative of a good listed in the order, that may not fully comply with the requirements of this provision and/or the order, the Supplier shall notify Swisstronics of any exceptions and obtain Swisstronics' written approval prior to shipping the alternative items to Swisstronics.
- 7.5 If suspect/counterfeit items are found in a delivery from the Supplier (as goods or components of goods), such items (even if only components are suspected of being counterfeit) will be disposed of by Swisstronics and/or the original manufacturer at the Supplier's expense and/or, at Swisstronics' discretion, in accordance with the warranty provisions applicable to the order be returned to the Supplier at the Supplier's expense. The Supplier shall immediately replace such suspect/counterfeit items with items that meet the requirements of the order that are not suspicious/counterfeit. If this does not happen within the period set by Swisstronics, Swisstronics may order replacements at the Supplier's expense and risk.
- 7.6 If the Supplier has supplied suspect/counterfeit items, the Supplier shall be liable for any and all costs incurred by Swisstronics in removing, replacing, and reinstalling such goods.

### 8. Packaging and Shipping

- 8.1 The packaging shall be adapted to the goods and the intended mode of transport. Environmentally friendly packaging materials are to be preferred. Any loss of or damage to goods caused by defective packaging shall be borne by the supplier.
- 8.2 Each delivery / partial delivery shall be accompanied by a delivery bill with details of the order number of Swisstronics, article number and goods description, net and gross weights and/or exact quantities. Partial deliveries shall be designated as such.
- 8.3 All relevant documents relating to the order shall contain at least the order reference number of Swisstronics.
- 8.4 Each delivery must be packaged in accordance with Swisstronics' order and, in the absence thereof, in accordance with applicable norms and standards.

### 9. Delivery Dates, Delivery Periods, Delay in Delivery

- 9.1 The delivery dates and delivery periods determined by Swisstronics (also in the case of partial deliveries) shall be binding. They shall be deemed to have been complied with if the entire goods have arrived at the place of destination by the end of the delivery period.
- 9.2 In the event of non-compliance with the agreed delivery dates or delivery periods (also in the case of partial deliveries), Swisstronics shall be entitled to waive performance of the service without setting a grace period and to withdraw from the contract. Any and all claims under applicable law, e.g. for damages, remain reserved.
- 9.3 If a delivery is made earlier than agreed, Swisstronics reserves the right to settle the relevant invoice only 120 days after the agreed delivery date. Other payment terms must be agreed in writing.

<b>Swisstronics</b> <b>Contract Manufacturing AG</b> IMS Integriertes Management System	Form <b>W4-5-1E</b> <b>General Terms and Conditions of Purchase</b>	Version: 2
		Page 2 of 5

- 9.4 If an accelerated transport (freight, express goods, etc.) becomes necessary due to delayed shipment of the delivery, the Supplier shall bear the additional shipping costs. Additional costs for non-requested express shipments by Swisstronics in writing shall also be borne by the Supplier.
- 9.5 If it becomes recognizable to the Supplier that an agreed delivery date cannot be met, the Supplier is obliged to inform Swisstronics immediately in writing and to indicate the expected duration of the delivery delay. This does not alter the binding nature of the delivery date and the fact that the Supplier is in default of delivery on the agreed delivery date. Acceptance of late deliveries does not constitute approval of the delay, and all consequences of the delay still apply to the late delivery.
- 9.6 If Swisstronics is prevented from accepting deliveries due to force majeure (in particular war, strikes, epidemics/pandemics, official orders, natural disasters, border closures, power shortages, or other events beyond Swisstronics' control), the acceptance date shall be postponed by the corresponding period. If acceptance is not possible for more than 45 days due to force majeure, Swisstronics shall be entitled to withdraw from the contract. In this case, the Supplier shall not be entitled to any claims for damages.
- 9.7 The Supplier shall bear the risk of accidental loss or accidental deterioration of the goods until their acceptance by Swisstronics in the contractually agreed manner.

### 10. Place of performance

The place of performance for the delivery of goods shall be the place of destination, for payment the domicile of Swisstronics. If Swisstronics does not specify a destination for the delivery of goods in the order, Swisstronics' domicile shall be deemed the destination.

### 11. Transfer of benefit and risk

Benefit and risk shall pass to Swisstronics upon the contractual delivery of the goods at the place of destination.

### 12. Inspection, Warranty, Liability for Defects

- 12.1 The supplier shall inspect the quantity, functionality and quality of the goods prior to shipment.
- 12.2 The delivered goods shall be inspected to the usual extent as soon as possible after receipt, at the latest during processing or commissioning, and the Supplier shall be notified of any defects without delay. Since, however, it is not possible for Swisstronics to immediately check the contractual conformity of the goods in the case of most deliveries, the Supplier acknowledges, by accepting the order of Swisstronics, to accept notices of defects as having been raised in due time without observing a notice period. This shall apply with regard to apparent and hidden defects (Art. 201, 367, 370 OR are explicitly excluded).
- 12.3 In the event of a defect, Swisstronics shall be entitled, at its own discretion, to demand free replacement delivery, repair/rectification, or a reduction in price, or, in appropriate cases, cancellation of the order (rescission). Any delivery that does not comply with the contract may be returned to the Supplier at the Supplier's expense and risk. Swisstronics also reserves the right to withhold payment in whole or in part until, insofar as Swisstronics demands replacement, the Supplier has fulfilled its obligation to deliver faultless replacement goods or the factual and legal situation with regard to rescission, price reduction and damages has been clarified with binding effect.
- 12.4 Swisstronics shall not recognize any shortening of the warranty periods provided for by law.
- 12.5 The Supplier guarantees, represents, and warrants that the delivery has the agreed characteristics (including, but not limited to, type, quantity, quality, functionality, compatibility, usability, etc.), is suitable for the use intended by Swisstronics, and is delivered with the agreed accessories, instructions, etc. The Supplier also warrants that the goods and services delivered comply with the current state of technology, applicable legal provisions, and recognized norms/standards. The Supplier provides a warranty of 24 (twenty-four) months from commissioning by the end customer, but no longer than 36 (thirty-six) months after delivery to Swisstronics, for all these guarantees/warranties/representations, as well as for the use of the best materials, proper high-quality workmanship, proper construction, and flawless assembly.
- 12.6 The Supplier shall be liable for ensuring that the delivered goods are free of patents or other industrial property rights and copyrights of third parties. If, despite this, claims are made by third parties against Swisstronics or their end customers as a result of their infringement, these shall be settled in full by the Supplier, and Swisstronics and its customers shall be indemnified by the Supplier.

### 13. Regulatory Requirements

#### 13.1 Conflict Minerals under the U.S. Dodd-Frank Act Section 1502

The Supplier agrees to act in accordance with the principles of the Wall Street Reform and Consumer Protection Act, Chapter 1502. This means that the Supplier will check its entire supply chain for the possible use of so-called "Conflict Minerals" and if such are used, to inform Swisstronics in this regard. The current version of the legislation "Conflict Minerals" and further information in this respect can be found on the respective SEC website (current link: <http://www.sec.gov/about/laws/wallstreetreform-cpa.pdf>)

#### 13.2 Supplier's duties according to Art. 33 of REACH Regulation (EC) No. 1907/2006

The Supplier is obliged to comply with all provisions of the REACH Regulation. In particular, the Supplier warrants that all substances, preparations or products have been properly registered – where required under REACH – and that no substances are used or supplied that are listed as substances of very high concern (SVHC) on the candidate list in accordance with the REACH Regulation, unless this has been expressly agreed in writing with Swisstronics in advance. The supplier is also obliged to provide Swisstronics with all information in accordance with Article 33 REACH, in particular on SVHCs contained ( $\geq 0.1\%$  by weight). This information obligation always refers to the currently valid candidate list published on the respective website (current link: <http://echa.europa.eu>).

<b>Swisstronics</b> <b>Contract Manufacturing AG</b> IMS Integriertes Management System	Form <b>W4-5-1E</b> <b>General Terms and Conditions</b> <b>of Purchase</b>	Version: 2
		Page 3 of 5

**13.3 Compliance with Directive 2011/65/EU (RoHS Directive):** The Supplier guarantees that all electrical and electronic equipment supplied, as well as their components and materials, comply with the requirements of the RoHS Directive in its currently valid version, in particular with regard to the restriction of hazardous substances such as lead, mercury, cadmium, hexavalent chromium, PBB, PBDE, DEHP, BBP, DBP, and DIBP. At Swisstronics' request, the Supplier must immediately provide evidence (e.g., declarations of conformity, test reports, material declarations) of compliance with the RoHS Directive. In the event of a violation of the RoHS requirements, the Supplier shall be liable for all resulting damages and is obliged to take back or replace non-compliant goods/components.

**13.4** Furthermore, the Supplier is obliged to comply with the most current version of the Cicor Code of Conduct to be found on Cicor website  
[https://www.cicor.com/fileadmin/user\\_upload/07\\_Files/Code\\_of\\_Conduct/Cicor\\_BusinessPartnerCoC\\_2024\\_11\\_EN\\_20241128.pdf](https://www.cicor.com/fileadmin/user_upload/07_Files/Code_of_Conduct/Cicor_BusinessPartnerCoC_2024_11_EN_20241128.pdf)

and, in particular, to fulfill the following requirements at all times:

- Compliance with all applicable laws (in particular the prohibition of child labor and forced labor);
- Prohibition of corruption and money laundering as well as terrorist financing;
- Ensuring that these values are also upheld in the Supplier's supply chain.

## 14. Humans and environment

**14.1** The Supplier shall only use qualified employees for the fulfillment of orders of Swisstronics and shall ensure that these employees are aware of their contribution to the conformity and safety of the products they manufacture and of the importance and correctness of ethically correct behaviour.

**14.2** The Supplier is responsible for ensuring that his products comply with the relevant safety, environmental and labour protection regulations and provisions and other requirements applicable and industry standards at the time of delivery. The Supplier is liable for the violation of such regulations and must indemnify and hold Swisstronics harmless from all claims of third parties upon first request. The Supplier draws Swisstronics' attention to the risks that may arise from their goods or services if it is not used as intended.

## 15. Product Liability

**15.1** Swisstronics shall inform the Supplier of any product defect in the delivered goods of which Swisstronics become aware, if the defect has led or is very likely to lead to an accident resulting in death, personal injury or property damage, and shall consult with the Supplier on the further course of action. The Supplier shall support Swisstronics at their own cost in the dispute with third parties and indemnify Swisstronics and their costumers against any claims arising from product liability and contractual or non-contractual liability, insofar as these are attributable to product defects in the delivered goods.

**15.2** Should a recall action be necessary from the point of view of product liability, Swisstronics shall agree with the Supplier on the further course of action and on reimbursement of costs.

## 16. Duty of confidentiality

The Supplier is obliged to keep confidential any and all technical data, know-how and other business or technical information that becomes known to it through its business relationship with Swisstronics. Such information shall be used exclusively for the execution of orders for Swisstronics and shall only be made accessible to those employees who are required to execute the order (strict need-to-know principle).

## 17. Data protection

**17.1** The Supplier agrees that Swisstronics may process and store personal data relating to the Supplier, its employees, Sub-Suppliers, customers, etc. within the scope of the business relationship. Personal data shall be processed and stored in compliance with data protection regulations. The Supplier agrees that such data may be used for the purpose of processing and maintaining business relations and may also be disclosed to third parties in Switzerland, Germany or abroad for this purpose. However, this shall only apply if disclosure to third parties is necessary for the fulfilment, processing and maintenance of the business relationship.

**17.2** Each party shall comply with all applicable data protection laws and regulations and shall ensure that the applicable security regulations are observed. This includes in particular

- processing requests from individuals for access to personal data stored about them;
- compliance with the regulations regarding the registration and/or reporting of the processing of personal data;
- where necessary, obtaining the consent required for the processing of personal data
- the obligation of the contracting party to process personal data from the other contracting party that has been passed on to it or made available to it only to the extent and for the purposes necessary for the performance of the contract.

**17.3** In all other respects, reference is made to Swisstronics' privacy policy, which can be accessed at:  
<https://www.cicor.com/de/datenschutz/>

## 18. Insurance

The Supplier shall take out and maintain, throughout the entire duration of its business relationship with Swisstronics, business and product liability insurance covering all claims in connection with the Supplier's services or products.

<b>Swisstronics</b> <b>Contract Manufacturing AG</b> IMS Integriertes Management System	Form <b>W4-5-1E</b> <b>General Terms and Conditions of Purchase</b>	Version: 2
		Page 4 of 5

### 19. Severability clause

Should any provision of these General Terms and Conditions of Purchase be or become invalid or unenforceable in whole or in part, the remaining provisions shall remain unaffected and shall remain valid. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid or unenforceable provision.

### 20. Written form

All amendments and additions to these General Terms and Conditions of Purchase or to any contract based thereon, as well as all notifications hereunder or in connection therewith, shall only be valid in writing – except where other forms of communication are expressly designated as valid in these General Terms and Conditions or in the contract.

### 21. Applicable Law

The contractual relationship shall be governed by Swiss material law, in particular by the provisions of the law of obligations. The United Nations Convention on Contracts for the International Sale of Goods (so-called Vienna Sales Convention) of 11.4.1980 shall not apply to this contractual relationship.

### 22. Place of Jurisdiction

The exclusive place of jurisdiction is Wil, Canton of St. Gallen, Switzerland. However, Swisstronics shall also be entitled to take legal action against the Supplier at his place of business.

### 23. Entry into force

These General Terms and Conditions of Purchase shall apply as of September 1, 2025, and replace all previous editions.

<b>Swisstronics</b> <b>Contract Manufacturing AG</b> IMS Integriertes Management System	Form <b>W4-5-1E</b> <b>General Terms and Conditions of Purchase</b>	Version: 2
		Page 5 of 5