

General Terms and Conditions of Purchase of Celonic AG

1 Binding Nature and Scope of Application

- 1.1 Unless otherwise expressly agreed in writing or in text form on a case-by-case basis, the present General Terms and Conditions of Purchase (in short "GTCP") shall apply to all offers, orders and contracts for the purchase and delivery of goods or services of all kind (together "Services") in the relationship between Celonic AG, Eulerstr. 55, 4051 Basel, Switzerland (in short "CELONIC") as purchaser, orderer or principal and a supplier as seller, entrepreneur or contractor (in short "Supplier; together "Parties" and individually "Party") within the framework of purchase contracts, contracts for work and materials, contracts of work and materials, service agreements and/or other contracts.
- 1.2 For contracts of CELONIC with the Supplier and individual offers and order confirmations, the GTCP in their current version shall apply exclusively. The GPC shall apply within the framework of ongoing business relations between CELONIC and the Supplier even if they are not expressly agreed again between the Parties.
- 1.3 The validity of any general terms and conditions of the Supplier that are contrary to, supplementary to or deviate from the GTCP is hereby excluded, unless CELONIC has expressly agreed to their validity in writing. The GTCP shall also apply if CELONIC performs or accepts a Service without reservation in the knowledge that the general terms and conditions of the Supplier contradict, supplemental or deviate from these GTCP.
- 1.4 Deviations from the provisions of these GPC may be agreed between the Parties in writing or in text form on a case-by-case basis. In the event of contradictions between the provisions of these GTCP and specific provisions agreed in writing or in text form on a case-by-case basis, the latter shall take precedence.

2 Conclusion of Contract

- 2.1 The Supplier's offer submitted in response to a request for quotation from CELONIC and aimed at the conclusion of a contract, shall comply exactly with CELONIC's request for quotation with regard to the information contained therein and, in the event of deviations, shall expressly refer to them in text form. The information in CELONIC's request for quotation regarding material, quantities, qualities, performance dates and specifications etc. shall be binding for the Supplier.
- 2.2 Offers and cost estimates of the Supplier shall be made free of charge and shall not create any obligations for CELONIC, unless expressly agreed otherwise in text form.
- 2.3 Unless a different validity period is agreed in writing, the Supplier shall be bound by its offer for four (4) weeks after receipt by CELONIC.
- 2.4 A contract shall only be concluded if the Supplier's offer is accepted by CELONIC in writing or in text form in form of an order.
- 2.5 If CELONIC places a binding order without a prior binding offer from the Supplier, CELONIC shall be bound by this for fourteen (14) days, unless otherwise stated in the order. Delayed acceptance by the Supplier shall be deemed to be a new offer and requires acceptance by CELONIC. If the declaration of intent following the order (order acceptance, order confirmation or similar) or the delivery of the Supplier deviates from the order in terms of content (with regard to specifications, prices, deadlines or other conditions), the Supplier shall expressly inform CELONIC of the deviation in writing. If the Supplier does not provide such information, neither CELONIC's silence in response to the Supplier's declaration of intent nor CELONIC's acceptance of the goods or services shall be deemed to constitute acceptance.

3 Changes

- 3.1 CELONIC reserves the right to request changes to the Services within the scope of reasonable requirements until acceptance of the subject matter of the contract, provided that these changes are implementable within the scope of the Supplier's normal production process without significant additional effort, whereby CELONIC shall inform the Supplier of the change within a reasonable period of time before the agreed delivery date. If the Supplier determines that as a result of such changes the production of the subject matter of the contract or the performance of the service cannot be carried out on schedule and/or in accordance with the agreed costs, he shall notify CELONIC thereof within 5 (five) working days (at CELONIC's registered office) after receipt of the notification according to sentence 1 and submit a corresponding offer regarding the changes. Otherwise, the execution of the modified work shall be deemed accepted without adjustment of dates and costs.
- 3.2 The Supplier shall not be entitled to make any changes to the Services without CELONIC's prior consent. Changes which have not been approved in writing by CELONIC prior to execution shall not be remunerated by CELONIC.

4 Price

- 4.1 The agreed price is a binding fixed price for the entire order processing and is net, i.e. without applicable taxes (e.g. value added tax/sales tax). Any applicable taxes and duties shall be stated separately by the supplier.

- 4.2 In case of shipment and delivery of the delivery item, the price shall be DDP (Incoterms 2020) at the place of delivery designated by CELONIC, including packaging.

- 4.3 Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance). The Supplier shall take back packaging material at the request of CELONIC.

- 4.4 The (partial) payment of the purchase price does not constitute an acknowledgement by CELONIC of the conformity of the delivered goods with the contract. The Supplier shall be obliged to take back rejected goods at his own expense.

5 Due Date and Terms of Payment

- 5.1 All invoices of the Supplier shall be sent to the invoice address designated in the purchase order.
- 5.2 Unless otherwise agreed, payment shall be made 60 days after receipt of a proper and verifiable invoice by CELONIC. However, payment shall be made at the earliest upon delivery or acceptance of the contractually compliant and complete services. The receipt of the transfer order by the bank shall be sufficient for the timeliness of the payments owed by CELONIC.
- 5.3 The submitted electronic invoices shall contain the elements required by law, but at least the following: Order number, description of the delivered goods/services, net price, country of origin incl. customs tariff numbers (commodity code). The Supplier shall be solely responsible for any delays and other consequences arising in the event of non-compliance with the invoicing specifications, unless the Supplier proves that it is not responsible for these.
- 5.4 CELONIC shall be entitled to rights of set-off and retention to the extent provided by law. The Supplier shall only have a right of set-off or retention in respect of counterclaims that have been legally established or undisputed.

6 Subcontractor

- 6.1 The performance of the Supplier's services - in whole or in part - by one or more subcontractors is only permitted to the Supplier with CELONIC's written consent. CELONIC shall not unreasonably refuse or delay such consent.
- 6.2 CELONIC may demand that certain subcontractors or vicarious agents are used or excluded for the performance of the contract if and to the extent that there is a comprehensible interest of CELONIC in this.
- 6.3 The Supplier shall be fully liable for all subcontractors in accordance with Art. 101 para. 1 CO. Neither the consent nor the instruction of CELONIC to engage specific subcontractors shall lead to a limitation, reduction or exclusion of the Supplier's liability for the relevant subcontractors.

7 Duty of Disclosure

- 7.1 The Supplier is obliged to inform CELONIC without delay about any special features of the subject matter of the contract and any problems in the performance of the contract.
- 7.2 If the Supplier fails to comply with these duties of disclosure, the Supplier shall be liable for all damages resulting therefrom.

8 Deadlines, Delay, Delivery Disruptions

- 8.1 Agreed dates shall be binding and the Supplier shall be in default (*Verzug*) without further notice (fixed deadline in the sense of art. 102 para 2 CO). Decisive for compliance with the dates is the performance of the service at the place of delivery designated by CELONIC.
- 8.2 If the Supplier determines that the performance of the contract cannot be carried out on schedule, it shall be obliged to notify CELONIC thereof without undue delay in text form, stating the reasons as well as the suspected delay.
- 8.3 Premature deliveries of goods or services as well as partial performances or partial deliveries shall only be permitted with the prior consent of CELONIC.
- 8.4 If the Supplier is in default with any delivery or the provision of work or services, the Supplier shall pay to CELONIC a contractual penalty (liquidated damages; *Konventionalstrafe*) of 1% of the net price of the delayed delivery/performance per completed calendar week, but in total not more than 5% of the net price of the delayed delivery/performance. Any further legal claims and the assertion of further damages shall remain unaffected by this. The amount of the contractual penalty shall be offset against the damage caused by delay to be compensated by the Supplier.
- 8.5 In the event of a delay on the part of the Supplier, CELONIC shall, in addition to a contractual penalty, have the legal remedies available in the event of a debtor's delay (Art. 107 et seq. CO).
- 8.6 If the Supplier becomes aware of circumstances which may lead to delivery disruptions, in particular to a delayed or only partial delivery, it shall inform CELONIC immediately in text form about such circumstances. In doing so, the Supplier shall provide CELONIC with all relevant information and information on those measures by which the Supplier tries to

avoid the supply disruption or to mitigate its effects. The provisions in clause 17.1 shall apply accordingly in these cases.

9 Inspection of the Goods, Complaint

- 9.1 The statutory provisions (Art. 201 or Art. 367 CO) shall apply to the commercial duty to examine and to give notice of defects with the following proviso: CELONIC's duty to inspect shall be limited to defects that become apparent during CELONIC's incoming goods inspection by means of external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or that are recognizable during CELONIC's quality control in a meaningful random sampling procedure. CELONIC shall be deemed to have fulfilled its inspection obligation in any case if the external inspection has taken place within a period of 14 working days (Switzerland) after receipt of the delivery or shipment. If an acceptance has been agreed, CELONIC shall not be obliged to inspect the goods, irrespective of whether the delivery or handover took place before the agreed acceptance. CELONIC's obligation to give notice of defects discovered later remains unaffected in any case and must be made within 14 working days (Switzerland) after discovery of the defects concerned.
- 9.2 Notwithstanding CELONIC's obligation to inspect and give notice of defects, the notice of defects shall be deemed to have been given without undue delay and in due time if it is sent within 14 working days (Switzerland) of discovery or, in the case of obvious defects, of receipt of the delivery.

10 Shipping Regulations, Legal Compliance, Quality

- 10.1 The Supplier shall send a detailed dispatch note for each individual shipment on the day of dispatch, separate from the goods and invoice. The delivery bill and packing slip shall be enclosed with the shipment. In case of shipment by ship, the name of the transport company and the ship shall be indicated in the shipping documents, bill of lading and invoices. CELONIC is entitled to receive a bill of lading.
- 10.2 The Supplier shall choose the most favorable and suitable means of transport for CELONIC.
- 10.3 All shipping bills, delivery bills, packing slips, bills of lading, invoices and on the outer packaging, etc., shall state in full the order references and unloading point details prescribed by CELONIC.
- 10.4 Only deliveries with complete documentation, such as in particular delivery bill and complete order number, will be accepted.
- 10.5 In principle, the Supplier shall pack, label and ship hazardous products in accordance with the nationally/internationally applicable regulations. In addition to the hazard class, the accompanying documents shall also contain the other information specified by the respective transport regulations.
- 10.6 In the case of temperature-controlled transports or transports under GDP, the Supplier shall ensure compliance with the shipping conditions specified by CELONIC with regard to temperature, humidity or other required parameters at all times during transport and intermediate storage and shall provide CELONIC with tamper-proof documentation of compliance upon receipt of the shipment.
- 10.7 The Supplier shall be liable for damages and shall bear the costs arising from non-compliance with these shipping instructions. He is also responsible for the compliance of his subcontractors with these shipping instructions.
- 10.8 All shipments that cannot be accepted due to non-compliance with these regulations shall be stored at the expense and risk of the Supplier.
- 10.9 The delivery items shall be packed and secured during transport in such a way that transport damage is avoided. The Supplier shall be liable for damage resulting from improper packaging in accordance with the statutory provisions.
- 10.10 The Supplier shall comply with the agreed quality requirements at all times. Subject to further agreements, the Supplier shall provide its services in accordance with the recognized state of science and technology, the relevant statutory regulations, ordinances, safety regulations as well as the relevant industry standards, customary safety standards as well as the regulations and guidelines of authorities and the agreed technical data.

11 Retention of Title

- 11.1 The transfer of ownership of the delivery item to CELONIC shall be unconditional.
- 11.2 The Supplier is obliged to effectively waive any retention rights of any freight carriers on a contractual basis, even if any general terms and conditions of any such freight carriers are providing for such retention rights.
- 11.3 However, if retention of title is effectively agreed in an individual case, the Supplier's retention of title shall expire at the latest when the purchase price for the delivered items is paid. CELONIC shall remain authorized to resell the delivered items in the ordinary course of business before payment of the purchase price, with advance assignment of the claims arising from this.

In addition, CELONIC is authorized to collect the claim arising from the resale of the delivered items for the Supplier's account. However, all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to include further processing, are excluded.

12 Place of Performance and Risk

- 12.1 The place of performance for the Supplier shall be the place of delivery designated by CELONIC.
- 12.2 Benefit and risk shall pass at the place of performance. In the case of deliveries and services with installation/assembly, the transfer of risk shall only take place upon acceptance by CELONIC.

13 Warranty, Liability and Limitation Period

- 13.1 The supplier hereby represents and warrants to CELONIC and is liable that objects of purchase acquired by CELONIC as well as works ordered by CELONIC:
- comply with the agreed and/or assumed specifications, quality features and warranted characteristics;
 - do not have any defects which nullify or significantly reduce its value or its fitness for the intended use;
 - comply with the applicable statutory provisions, in particular with regard to safety at work, as well as with the recognised technical safety regulations; and
 - that no rights of third parties, such as property rights, patent rights, trademark rights or copyrights, are infringed by the order and use of the subject matter of the contract.
- 13.2 When providing services and carrying out work (including but not limited to work performance, assembly work and commissioning), the Supplier undertakes to perform the work professionally and carefully and to comply with all business and industry standards.
- 13.3 In the event of a defect and/or a breach of any representation or warranty, CELONIC shall in particular be entitled to demand from the Supplier, at its own discretion, remedy of the defect or replacement delivery, irrespective of whether a purchase contract or a contract for work and services has been concluded. Subject to the Supplier consent, CELONIC may remedy the defect itself or have it remedied by third parties at the Supplier's expense. The same shall apply if the Supplier has not fulfilled its obligation to remedy the defect or to deliver a defect-free items within a reasonable period set by CELONIC for subsequent performance. If the subsequent performance by the Supplier has failed or is unreasonable for CELONIC (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionately high damages), it shall not be necessary to set a deadline prior to the substitute performance.
- 13.4 The costs incurred by the Supplier for the purpose of inspection and rectification (including any removal and installation costs) shall be borne by the Supplier even if it turns out that there was actually no defect. CELONIC's liability for damages in the event of an unjustified request to rectify a defect remains unaffected; in this respect, however, CELONIC is only liable if CELONIC recognized or grossly negligent in not recognizing that there was no defect.
- 13.5 In addition to the above-mentioned remedies, CELONIC shall also be entitled to all other applicable statutory remedies provided by the Swiss law, including rescission, reduction of the contract price and claims for compensation of damages.
- 13.6 The mutual claims of the Parties shall become statute-barred in accordance with the statutory provisions of the Swiss law, unless otherwise stipulated below.
- 13.7 The warranty period in respect of defects in objects of purchase is 3 years from the transfer of risk. Art. 210 para. 2 CO remains reserved. The warranty period in respect of defects in works shall be 5 years from the transfer of risk. If acceptance has been agreed, the warranty period shall commence upon acceptance. A warranty period of 10 years shall apply to claims based on defects of title (Rechtsgewährleistung), whereby claims based on defects of title shall in no case become statute-barred as long as the third party can still assert the right against CELONIC - in particular in the absence of a statute of limitations. If the Supplier undertakes new deliveries or the repair of parts of the delivery in order to fulfil its warranty obligations within the warranty period, the warranty period for the newly delivered or repaired parts of the delivery shall start anew at the time when the Supplier has completely fulfilled CELONIC's claims for subsequent performance.

14 Product Liability, Indemnification

- 14.1 In the event of personal injury or damage to property that can be attributed to a defective product supplied by the Supplier and for which the Supplier is responsible, the Supplier is obliged to indemnify CELONIC against third-party claims and hold CELONIC fully harmless to the extent

that the cause lies within the Supplier's sphere of control and organization and the Supplier itself would be liable in the external relationship.

- 14.2 Within the scope of its obligation to indemnify and hold CELONIC harmless, the Supplier shall reimburse CELONIC for all expenses, costs, damages (including but not limited to the costs of a defence against third party claims) incurred by CELONIC as a result of or in connection with such claims. (including but not limited to the costs of a defence against third party claims) arising from or in connection with a third party claim, including recall actions carried out by CELONIC, to CELONIC. CELONIC shall inform the Supplier about the content and scope of recall measures - as far as possible and reasonable - and give the Supplier the opportunity to comment. Further legal claims shall remain unaffected.

15 Advertising or Publicity

The Supplier shall refrain from any advertising or other publicity in connection with CELONIC as well as from using the trademarks and logos belonging to CELONIC, without prior written approval by CELONIC.

16 Work Results and IP

- 16.1 All intellectual property rights, intangible assets, intellectual properties (including but not limited to know-how) and all rights to work results provided specifically for CELONIC in connection with the contract and/or the Deliveries shall pass to CELONIC upon their creation, but no later than upon payment of the agreed price. This shall also apply in particular to inventions, software (codes), recordings of any kind, plans and models.
- 16.2 If, for legal reasons, certain intangible property rights cannot be transferred to CELONIC, the Supplier shall grant CELONIC a full, unlimited, irrevocable, sub-licensable right of use thereto without additional compensation.
- 16.3 Insofar as the use of the Supplier's intellectual property is required for the contractual use of the work results, the Supplier shall grant CELONIC a non-exclusive, otherwise spatially and temporally unlimited right of use for the purposes of the contractual use of the work results upon conclusion of the contract, at the latest upon handover of the subject matter of the contract.

17 Termination of Contract, Transition

- 17.1 Upon termination of a contract, the Supplier shall hand over to CELONIC without separate request all work results together with the related documentation including plans, drawings, sketches, instructions, certificates etc. for CELONIC's free use.
- 17.2 If the contract ends, for whatever legal reason, the Supplier shall be obliged to make all reasonable efforts to enable CELONIC to use the subject matter of the contract without any restrictions. This includes in particular the handing over of all information required for the use of the subject matter of the contract, the instruction of persons or companies designated by CELONIC in the use of the subject matter of the contract and the handing over of plans, documentation, code, interfaces, licenses, etc. The costs for the services according to this clause 17.2 shall be borne by the Supplier, unless the Parties have agreed otherwise; CELONIC shall in principle only bear the costs if CELONIC is responsible for a premature termination of the contract and the costs would not have been incurred if the contract had been properly continued.
- 17.3 In the event of termination of the supply contract, CELONIC shall be entitled to pass on to such third parties all information arising from and in connection with the contractual relationship which is necessary for third parties to be able to render the services to be rendered by the Supplier to the extent required in CELONIC's business operations to the extent agreed with the Supplier. This shall not apply if and to the extent that such information is protected by industrial property rights.

18 Insurance, Compliance with Laws

- 18.1 The Supplier is obliged to maintain a product liability insurance with a sufficient minimum coverage of CHF 10 Mio. per personal injury or property damage for the personal injury or property damage caused by him or his employees.
CELONIC may demand proof of the relevant insurance coverage from the Supplier.
- 18.2 In connection with the contractual relationship, the Supplier shall be obliged to comply with the relevant statutory provisions applicable to it. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.

19 Confidentiality

- 19.1 Insofar as CELONIC provides the Supplier with plans, documents, sketches or other protectable information for the performance of its services, the Supplier shall receive the simple right of use, revocable at any

time and limited to the duration of the order processing, for its own internal use. The right of use shall not include reproduction, distribution, processing or making available to the public. The Supplier may not use such protectable information for the processing of orders of other customers. Upon request, all documents, including all copies of the reproductions, shall be handed over to CELONIC without delay. If the contract is not concluded, the Supplier shall return all documents to CELONIC without any special requests.

- 19.2 All information and documents (with the exception of publicly accessible information) that CELONIC provides to the Supplier for the purpose of fulfilling the contract shall be kept secret and may only be used, analyzed, duplicated or made accessible to third parties for the purpose of executing the order and not for any other purpose.
- 19.3 The documents shall be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.
- 19.4 Special confidentiality agreements and statutory regulations on the protection of secrets shall remain unaffected.
The disclosure of confidential information and/or business secrets to other companies of the CELONIC Group is permitted.

20 Data Privacy

The personal data exchanged within the framework of the legal relationship between CELONIC and the Supplier shall be accessed, used, copied, disclosed or otherwise processed by the Parties and their affiliates only within the framework of the applicable data protection law and to the extent necessary for the management of the business relationship and the provision of the Services under the Contract, kept under strict confidentiality and stored securely through the implementation of technical and organizational measures for the duration of the Contract and, if required by law, beyond.

21 Assignment

- 21.1 Rights and obligations under the contract cannot be transferred to third parties without the written consent of the other Party.
- 21.2 CELONIC may transfer any contract or individual rights and obligations under the contract to other companies of the CELONIC Group without the Supplier's consent.

22 Changes and additions

- 22.1 Deviations from the provisions of the GTCP as well as amendments and supplements to the individual contracts basing on the GTCP shall only be valid if made in writing and with the express consent of both Parties. In order to maintain the written form pursuant to sec. 22.1 e-mail or comparable electronic text forms shall also be sufficient.
- 22.2 The invalidity or unenforceability of any provision or part-provision of the GTCP shall not affect the validity of the remaining provisions of the GTCP.

23 Force Majeure

- 23.1 The parties shall not be liable for non-performance of the contractual obligations due to events of force majeure. Force majeure shall be considered to be circumstances occurring after the conclusion of the contract, which are unforeseeable and beyond the control of the parties.
- 23.2 The Party claiming reasons of force majeure is obliged to notify the other Party immediately about their occurrence and expected duration. The affected Party shall notify the other Party of the termination of the force majeure event without undue delay after the termination and resume the performance of its obligations.

24 Applicable Law and Place of Jurisdiction

- 24.1 The legal relationship between CELONIC and the Supplier and the provisions of the GTCP shall be governed by Swiss law exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law provisions.
- 24.2 The courts of Basel-Stadt, Switzerland, shall be competent for the settlement of all contractual and related non-contractual disputes between the Parties. This shall also apply if the supplier does not have its statutory seat or its administrative seat in Switzerland.

25 Language

These GTCP are available in German and English. In the event of any discrepancies between the language versions, the German version shall prevail.