

## **General Purchasing Terms and Conditions for Services for Companies of the Körber Group domiciled in Switzerland** (April 2022)

### **1. Sphere of Validity**

1.1. Services rendered by the Contractor for companies of the Körber Group domiciled in Switzerland as the Customer shall be rendered exclusively in accordance with these General Purchasing Terms and Conditions for Services (Purchasing Terms and Conditions) as well as any other written agreements between the parties.

1.2. Upon the submission of an offer, these Purchasing Terms and Conditions shall be considered to have been accepted by the Contractor.

1.3. The General Business Terms and Conditions of the Contractor shall themselves then not become a contractual component even if the Customer does not expressly object to them.

1.4. These Purchasing Terms and Conditions shall be valid until their revocation by the Customer, including for all future services rendered by the Contractor, even if they have not once again been expressly agreed. Any agreed deviations shall be valid only for the services for which they have been confirmed in writing by the Customer.

1.5. Services in accordance with these Purchasing Terms and Conditions shall be considered to be services of all kinds including, among others, consulting services, development work, transport services, cleaning work, maintenance work and installation work. The "General Purchasing Terms and Conditions for Deliveries to Companies of the Körber Group domiciled in Switzerland" shall apply for the purchase of goods.

### **2. Conclusion of the Contractual Agreement**

2.1. Services shall be rendered only based upon the orders issued by the Customer. Orders issued by the Customer shall be considered to be binding only if they have been issued by the Customer in writing or electronically.

2.2. The acceptance of the order must be confirmed in writing by the Contractor within five working days.

2.3. Oral commitments, ancillary agreements, information, etc. shall be considered to be binding only if they have subsequently been confirmed in writing by the Customer or if the Customer has waived the written form requirement in writing.

2.4. The Customer's order number must be stated on all written correspondence including on the invoices.

### **3. Implementation of the Services**

3.1. The scope of services shall be determined based upon the order issued by the Customer.

3.2. The Contractor shall render the services personally, and shall not be permitted to obligate the Customer vis-à-vis third parties. The involvement of third parties shall require the Customer's prior written consent.

3.3. During The Contractor shall implement the services and its assigned work duties independently and at its own responsibility. Only the Contractor shall be authorized to issue instructions to its employees.

3.4. During the rendering of its services, the Contractor shall deploy only carefully selected and qualified employees. In this regard, it shall safeguard particularly the Customer's interest in continuity. Upon the Customer's request, the Contractor shall replace the employees who do not possess the required technical expertise or otherwise restrict the fulfilment of the contractual agreement. The Contractor shall assume the additional expenditures incurred in this regard.

3.5. The Contractor shall be responsible for the fulfilment of the contractual obligations by its employees (particularly confidentiality and data protection). The Contractor must refer all deployed employees to the relevant provisions and control the adherence thereto.

3.6. In the event that services are rendered on the Customer's premises, the Contractor must fulfil the safety and information guidelines that are valid there, and which the Customer has provided to the Contractor.

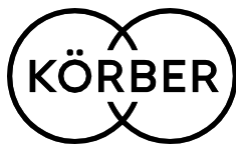
3.7. The Contractor shall be obliged to notify the Customer on a regular basis of the work progress attained during the rendering of the services and to promptly notify the Customer in writing of all sets of circumstances which (could) restrict the contractual fulfilment. After services have been rendered in full, the Customer shall do the accounting work for its services and hand over to the Customer everything which it has obtained as the result of the rendering of services for any reason.

3.8. The Customer may, at any time, demand changes to the contractual services. The Contractor may object to the changes insofar as the implementation of the changes is unreasonable for him. The Contractor shall submit a written offer to the Customer for supplemental or more extensive services. Clause 3.1 shall be valid analogously.

3.9. Insofar as this is possible, both economically and technically, the Contractor shall be obliged to use environmentally-friendly products and processes. The Contractor is obliged to inform the Customer about its greenhouse gas emissions on both product and company level within the scope of an ongoing supplier assessment and shall transmit the requested information via database platform provided by the Customer.

### **4. Rights to Work Results**

4.1. The work results which are created by the Contractor or, at its mandate, by third parties for the Customer, in any form, all models or other materials as well as all rights including any patent and intellectual property rights for them shall be transferred upon their creation solely and irrevocably into the unrestricted ownership of the Customer. Furthermore, the Contractor shall irrevocably grant to the Customer the usage and



exploitation rights, which are transferable, sub-licensable as well as unrestricted by territory, content and time, in all usage and exploitation forms for the contractually agreed purposes or the purpose prescribed in the contractual agreement for all of the aforementioned work products which are protectable by copyright. Moreover, the aforementioned usage and exploitation rights shall be exclusively granted for work results that are individually created for the Customer. Insofar as the Contractor provides a work result to the Customer which contains existing rights before the rendering of services, the Contractor shall irrevocably grant to the Customer a usage and exploitation right to it which is non-exclusive, transferable, sub-licensable and unrestricted by territory, content and time.

4.2. The Contractor shall ensure that its personnel or auxiliary personnel who are participating in the rendering of services or its commissioned third parties shall assert no rights derivable from personal copyrights or other intellectual property rights. Upon the initial request from the Customer, the Contractor must ensure that the relevant employees have granted any required approval for the registration of intellectual property rights and/or a Declaration of Assignment of the rights to the work results.

4.3. The Contractor shall be entitled to retain a copy of the work results in order to document the services which it has rendered. The Contractor shall be entitled to no additional rights, particularly a right of reproduction or dissemination.

4.4. All claims regarding the rights transferred or granted in accordance with this Clause 4 shall be considered to have been settled in full through the payment of the fee specified in Clause 10.

## 5. Statutory Requirements and Quality Assurance

5.1. The Contractor shall be obliged to follow the legal requirements which are valid for the services to be rendered at the place of performance as well as the delivery destination, particularly regarding accident prevention, workplace safety, machine safety and environmental protection.

5.2. The Contractor must implement a quality assurance system which, based upon the respective type and scope, is suitable and corresponds to the latest state of the technology and to document this to the Customer upon request.

5.3. The Contractor shall conclude a corresponding Quality Assurance Agreement with the Customer upon the Customer's request.

5.4. If the Customer has claims asserted against it owing to the violation of the statutory provisions, particularly regarding safety guidelines, the Contractor shall be obliged to indemnify the Customer and the latter's customers from all claims insofar as they have been created by the services rendered by the Contractor.

## 6. Confidentiality and Data Protection

6.1. The Contractor shall be obliged to treat all information, such as technical, commercial and organizational details which become known to it through the business relationship with the Customer, as a business secret and to keep it confidential and not make it available to third parties for the duration as well as af-

ter the completion of the rendering of services. Excepted from this shall be information which is, or becomes, generally known without any violation of this provision.

6.2. The Contractor shall use the information and documents, which have been or are made available to it during the cooperation with the Customer, only for the rendering of the services for the Customer. The same shall be valid for the results, data and know-how created in conjunction with this contractual agreement.

6.3. The Contractor shall be obliged to protect all of the Customer's business secrets against unauthorized third-party access in accordance with the current state of the technology standards. If the Contractor has indications that unauthorized third parties have possibly obtained knowledge of the Customer's business secrets, then it must promptly notify the Customer of this and, in consultation with the Customer, introduce the required measures.

6.4. The Contractor shall be obliged, after the completion of the rendering of its services, to return to the Customer all information, data, documents and storage media that have been received. Moreover, the Contractor shall remove this information from its data processing systems as well as, as the Customer so chooses, return any physical documents to the Customer or permanently delete the data. Upon the Customer's request, the Contractor shall document, and confirm in writing, the complete return or destruction thereof.

6.5. The Contractor shall be obliged to follow all data protection law provisions as amended.

6.6. For each case of violation of one of these obligations, the Contractor shall owe the Customer a contractual penalty in the amount of 5% of the respective order value. Damage compensation claims going beyond this, and the Customer's claim to the services being rendered, shall remain unaffected by this contractual penalty.

## 7. Delivery Timeframe, Contractual Penalty and Substitute Performance

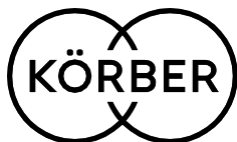
7.1. Any agreed deadlines and timeframes shall be binding. The following shall be definitive for their fulfilment: The rendering of the complete services or, insofar as this has been agreed, the acceptance of the services by the Customer at the specified destination.

Services must be rendered during customary business hours. The Customer must be asked when its customary business hours are.

7.2. Any early rendering of services may be undertaken only subject to the Customer's written consent and shall not affect the agreed payment date.

7.3. The Contractor must promptly notify the Customer in writing of any foreseeable delays in meeting the agreed deadlines and timeframes while stating the reasons for this delay and the anticipated duration of the delay.

7.4. In the event that there is a delay in meeting the agreed deadlines and timeframes for which the Contractor is at fault, the Contractor shall, without any additional warning letter being required, be considered to be in delivery default and shall owe the Customer



the payment of a contractual penalty. The contractual penalty shall amount to 0.5% of the order value per work day begun of the delay, but nonetheless up to a total maximum amount of 7% of the order value which is applicable up to the point in time that the delivery default occurs. The Customer may reserve the right to assert the contractual penalty until the final payment has been made. Damage compensation claims and the claim to services being rendered by the Customer shall remain unaffected by this contractual penalty.

7.5. Furthermore, after the fruitless lapsing of an appropriate notice period which has been set by the Customer, the Customer shall also be entitled to have the services rendered by a third party at the Contractor's expense.

7.6. The acceptance of belated services by the Customer shall encompass no waiver of damage compensation claims.

## 8. Service Disruption and Rescission

8.1. If sets of circumstances, for which the Customer is not responsible, result in a disruption or restriction of the operations of the Customer or of a customer of the Customer, for whom the services are intended, the right to render the ordered services shall be rendered invalid for the duration of the disruption or restriction of operations. In this regard, damage compensation claims upon the part of the Contractor against the Customer shall be excluded.

8.2. The Customer shall be entitled, in whole or in part, to cancel the order insofar as the services are no longer considered to be usable from an economical perspective based upon the sets of circumstances for which the Customer is not responsible.

8.3. The Customer shall be entitled, in whole or in part, to cancel an order insofar as an important reason exists to do so. An important reason shall be considered to be, among others, a case of natural catastrophes, importing and exporting restrictions, strikes, lockouts or other operational disruptions, both affecting the Customer as well as the Contractor.

8.4. Furthermore, the Customer shall be entitled to exercise the statutory rights of rescission.

8.5. If the Customer, in whole or in part, withdraws from the contractual agreement, the payment claims of the Contractor shall be forfeited.

## 9. Place of Performance

Unless agreed to the contrary in writing, the place of performance for all services shall be the Customer's commercial residence.

## 10. Fee

10.1. The fee shall be agreed in the order which the Customer shall pay either based upon actual expenditures or in the form of a lump-sum fee.

10.2. Unless expressly prescribed in the order, no additional fees shall be owed and, through the payment of the agreed fee, all claims for expenditures and fees shall be considered to have been settled which are required for the contractual fulfilment – including for insurance, transport, travel and food costs.

10.3. If a lump-sum fee has been agreed, this shall cover all expenditures and fees of the Contractor for all services owed for the affected order.

10.4. Insofar as the services are invoiced based upon actual expenditures (time and materials), the Customer may at any time demand a cost limit from the Contractor unless such a cost limit was already agreed in the order. The cost limit shall have the significance of a binding planning basis for the services to be rendered. If it turns out that the cost limit cannot be fulfilled, the Contractor shall promptly notify the Customer of this in writing, but nonetheless by no later than when 75% of the cost limit has been exhausted. The Customer may undertake all measures which seem to it to be purposeful in order to avoid higher than expected cost expenditures, including an immediate cancellation without notice of the affected order. Any overruns of the cost limit must be renegotiated by the parties and shall be approved by means of a written order issued by the Customer.

10.5. If a strict cost limit has been agreed in the order, this shall have the significance of a guaranteed maximum price for the services to be rendered. All additional costs arising from or in conjunction with the rendering of the services shall be assumed by the Contractor. Any additional costs for which the Customer is responsible may result in an adjustment of the cost limit.

10.6. Services based upon actual expenditures shall be billed upon a monthly basis. The Contractor must document its services based upon actual expenditures incurred.

## 11. Payment Terms and Conditions

11.1. The payment timeframe shall begin to run upon the receipt of a proper, VAT-compliant invoice.

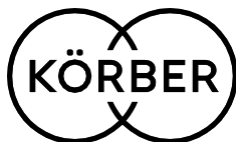
11.2. A proper invoice must fulfil the statutory directives as well as correspond to the data specified in the order. Any improper invoices shall only then be considered to have been validly received by the Customer after they have been corrected and resubmitted.

11.3. Unless agreed otherwise, invoices must be issued in CHF. Online invoices shall be permissible only subject to the Customer's prior written consent.

11.4. Unless agreed to the contrary in writing, payments shall be rendered 30 days after the receipt of a proper invoice subject with a 3% discount, or 60 days net. Discount deduction shall also be permitted if the Customer makes an offsetting or withholds payments owing to defects; the discount timeframe shall begin to run after the complete elimination of the defect.

11.5. In the event of payment default, the Contractor shall be entitled to charge interest of 2.5% per year on the payment claim.

11.6. Payments from the Customer shall constitute no acknowledgment of the services as being contractual. Payments shall be rendered subject to the proviso of belated claims.



## 12. Assignment

The Contractor shall not be entitled to assign its payment claims against the Customer or have them collected by third parties without the Customer's consent.

## 13. Warranty

13.1. The Contractor shall be liable for the careful, correct, timely and professional rendering of the agreed services.

13.2. The Contractor shall guarantee that the services are free of defects, correspond to the specifications, documentation and quality understandings agreed in the order, are suitable for the contractual usage as well as correspond to the current state of the technology and science as well as fulfil the applicable national and international legal directives, including the directives and guidelines issued by government agencies, trade associations and professional associations. If the Contractor has objections to the implementation method requested by the Customer, then it must promptly notify the Customer of this in writing.

13.3. The Customer shall inspect the services within an appropriate timeframe for externally recognizable quality and quantity deviations. Any defects that are discovered shall be promptly reported to the Contractor.

13.4. Any quality and quantity discrepancies which are not externally recognizable shall be reported to the Contractor as soon as they have been discovered during the course of ordinary business operations. The notification shall be considered to have been promptly rendered if it is rendered within a timeframe of 10 working days after the defect is discovered.

13.5. In the event that defects arise within the statute of limitations period, the Customer shall be entitled, in addition to the statutory warranty claims, to also demand a free-of-charge rectification of the defective services or to make a discount of the agreed fee whereby this discount corresponds to the reduced value.

13.6. The Contractor shall assume all expenditures created in conjunction with the identification and elimination of the defect.

13.7. If the Contractor does not fulfil the demand from the Customer to eliminate the defect within an appropriate timeframe that has been set by the Customer, the Customer shall be entitled to undertake the required measures on its own, or have them undertaken by third parties, at the Contractor's expense. Insofar as the setting of a notice period is dispensable, the Customer shall also be entitled to this right, even without the setting of a notice period.

13.8. Even without prior agreement, measures may be undertaken by the Customer or by the Customer's commissioned third party in order to eliminate small defects or in order to ward off disproportionately large damages or in order to avoid risks to the operational safety of the Customer or of third parties at the Contractor's expense. The Customer shall promptly notify the Contractor of the reason, type and scope of these measures. The Contractor's warranty obligation shall not be affected by this.

13.9. The statute of limitations period for warranty claims shall begin to run upon the complete fulfilment of all performances agreed in an order.

13.10. For rectified or replaced services or portions thereof, the statute of limitations period for warranty claims shall begin to run anew at the point in time when the defect is eliminated.

## 14. Third Party Rights

14.1. The Contractor shall guarantee that the services rendered do not violate any third-party rights. The Contractor shall be obliged to indemnify the Customer and its own customers from all damages and costs (including attorneys' fees) which the Customer and its own customers incur as the result of a non-fulfilment of this guarantee promise.

14.2. The Contractor and the Customer shall promptly notify each other of any discovered risks of a potential legal violation and ward off any corresponding claims by mutual agreement.

14.3. If third-party rights are violated by a contractual usage of the services, the Customer shall be entitled, at the Contractor's expense, to acquire the required usage rights from the holder of the rights. The Contractor shall be obliged to support the Customer in any out-of-court or court dispute with the holder of the rights.

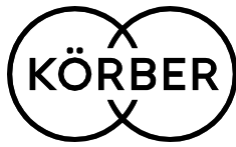
14.4. Otherwise, in the event of legal defects, the Customer's rights shall be determined in accordance with the statutory directives. The statute of limitations period for claims for legal defects shall amount to 10 years.

## 15. Provisions under Labor and Social Insurance Law

15.1. The Contractor shall ensure that, during the rendering of services for the Customer, all provisions and stipulations of occupational and social insurance law applicable at the place of performance are complied with, particularly that the deployed employees receive the respectively valid minimum wage and/or the respectively-prescribed industry minimum wage. Furthermore, the Contractor shall ensure that all social insurance contributions and dues owed to trade associations are properly remitted. Upon the Customer's demand, the Contractor must document the fulfilment of the aforementioned provisions by submitting suitable documents in this regard.

15.2. The Contractor shall indemnify the Customer from all claims and payment claims of third parties which are asserted against the Customer owing to a violation of the obligations specified in Clause 15.1.

15.3. If, during the rendering of the services for the Customer, the Contractor commissions a subcontractor, the assurance and indemnification obligation in accordance with Clauses 15.1 and 15.2 shall also extend to this subcontractor. Clause 3.2 shall remain unaffected. Moreover, the Contractor shall be liable to the Customer for any damages which the Customer suffers as the result of the non-fulfilment of the obligations specified in Clause 15.1.



## 16. Code of Conduct for Suppliers

The Contractor undertakes to comply with the principles and requirements of the "Code of Conduct for Suppliers of the Körber Group" in its current revision, available at

[https://www.koerber.com/fileadmin/Media/Images/Articles/Wir/Einkauf/downloads/Code\\_of\\_conduct/Code\\_of\\_Conduct\\_for\\_Suppliers\\_EN.pdf](https://www.koerber.com/fileadmin/Media/Images/Articles/Wir/Einkauf/downloads/Code_of_conduct/Code_of_Conduct_for_Suppliers_EN.pdf)

The Contractor shall comply with the laws of the applicable jurisdictions, in particular those of the country of manufacture and destination. The Contractor shall neither actively nor passively, directly or indirectly, participate in any form of bribery, violation of the human rights of his employees or child labor. Furthermore, the Contractor will assume responsibility for the health and safety of his employees in the workplace, observe environmental protection laws and promote and demand compliance with this Code of Conduct from his suppliers to the best of his ability. The Contractor shall document compliance with the aforementioned principles and requirements by means of suitable business documents and make them available to the Customer upon request and shall also use the database platform provided by the Customer for this purpose. The Contractor agrees to a review of the obligations arising from the "Code of Conduct for Suppliers of the Körber Group", also on site at the relevant locations, and will provide appropriate support to the CS for reviews at its own expense. If there is any suspicion that the Contractor is not complying with the above principles and requirements, the Contractor shall provide the Customer with comprehensive information on the specific facts upon request. If the Contractor culpably violates the aforementioned principles and obligations, the Customer shall be entitled, without prejudice to further claims, to withdraw from the contract or to terminate the contract without notice after the unsuccessful expiry of a reasonable period of time to remedy the violation of obligations.

## 17. Advertising

The Contractor may make reference to the business relationship with the Customer only with the Customer's prior written consent. The Contractor shall not be entitled to use the Customer's trademarks, logos, trading names or company names.

## 18. Partial Invalidity

If a provision of these Purchasing Terms and Conditions or of the order, in whole or in part, should be or become invalid, this shall not affect the validity of the provisions as a whole. The Contractor and the Customer shall endeavor to reach an agreement on a valid provision which most closely corresponds to the commercial intent of the invalid provision insofar as this is possible. If no agreement can be reached, the court shall render a ruling.

## Compliance Notice

We wish to point out that our employees have been instructed to strictly follow all valid statutory directives and the values and principles of the Körber Group. In particular, our employees may not demand any inappropriate advantages and benefits, allow these to be promised to them or accept them. You can find more details in this regard in our Code of Conduct at <https://www.koerber.com/en/compliance-and-code-of-conduct>.

## 19. Place of Jurisdiction and Applicable Law

19.1. The ordinary courts at the Customer's commercial residence shall have jurisdictional competence. In addition, the Customer shall also be entitled to assert its claims in the Contractor's general place of jurisdiction.

19.2. Exclusively Swiss law shall be applicable for the legal relationships between the Contractor and the Customer, excluding its conflict of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).