

## General Terms and Conditions of Sale (GTCS) For Products and Services of RAMI Swiss Sàrl - November 2024

### 1. General

- 1.1 These general terms and conditions of sale (the "GTCS") apply to the contractual relationship between RAMI Swiss SA (CHE-344.428.847), a company incorporated under the laws of Switzerland, having its registered office at Rue Rambévaux 2, 2852 Courtételle (JU), Switzerland ("RAMI Swiss") and its customers (each, a "Customer"; RAMI Swiss and the Customer, collectively, the "Parties", and each, individually, a "Party").
- 1.2 These GTS apply in conjunction with the specific purchase order(s) placed by the Customer and approved in writing by RAMI Swiss, including its/their appendix(es) and schedules (each, a "Purchase Order"), which together constitute the contract of sale between the parties (the "Contract"). In the event of any conflict or discrepancy between the Purchase Order, its appendices and schedules, and these GTCS, such documents shall prevail in the following descending order of priority:
- the order form ;
  - the appendices and/or drawings of the order form (to the exclusion of any other condition, in particular the customer's general terms and conditions); and these GTCS.
- 1.3 Unless specifically agreed otherwise in writing between the parties, these GTCS apply exclusively, and all other terms and conditions, in particular the customer's terms and conditions, are excluded and do not apply.
- 1.4 RAMI Swiss reserves the right to modify these GTCS at any time. RAMI Swiss will inform the customer of such modifications by any appropriate means, including by e-mail or by publishing the modified GTCS on the RAMI Swiss website. The customer is obliged to check the RAMI Swiss website regularly. If RAMI Swiss does not receive a written objection within 30 (thirty) calendar days of the customer's notification, the amended GTCS shall be deemed to have been unconditionally approved by the customer.

### 2. Scope of work

- 2.1 RAMI Swiss supplies the products and/or services described in a purchase order (collectively, the "work" or "goods").
- 2.2 RAMI Swiss will carry out the work and deliver the goods in accordance with the relevant purchase order.

### 3. Offers and orders

- 3.1 RAMI Swiss's cost estimates, offers and/or quotations are provided for information purposes only and are not binding on RAMI Swiss. Upon receipt of a purchase order from the customer, RAMI Swiss issues a confirmation order which regulates the conditions of the contractual relationship. The order is not considered accepted until the confirmation order has been received.
- 3.2 Any oral agreement or commitment requires written confirmation from RAMI Swiss to become effective. RAMI Swiss offers are valid for 30 (thirty) calendar days.

### 4. Change order

- 4.1 If the customer wishes to change the terms of the work and/or goods under a purchase order, it must provide RAMI Swiss with a change order proposal detailing such changes (each, a "Change Order").
- 4.2 Any change order placed by the customer is only valid after written approval by RAMI Swiss. Such approved change order shall serve as an amendment to the purchase order and shall form an integral part of the contract. The conditions of the order, other than those modified by the change order, apply unchanged.

### 5. Cancellation

- 5.1 Orders accepted by RAMI Swiss may only be cancelled by the customer with the prior written consent of RAMI Swiss. In the event of a valid cancellation, RAMI Swiss will cease work and retain for the customer all completed or partially completed items and work in progress, and the customer will pay RAMI Swiss for all work and materials that have been incurred and/or identified in the customer's purchase order, plus a 10% cancellation fee.

### 6. Prices and customs formalities

- 6.1 The price of the work and/or goods is indicated on the corresponding order form (the "Price").
- 6.2 Prices quoted or indicated by RAMI Swiss are in Swiss francs (CHF) and "Ex Works" ("EXW", Incoterms 2021). Unless otherwise agreed by the parties, prices are estimated or indicated net, excluding in particular value-added tax (VAT), delivery work, delivery charges, packaging charges, insurance charges, express service charges and customs duties, where applicable. These costs are to be borne by the customer and will be invoiced upon delivery of the work and/or goods.
- 6.3 With RAMI Swiss's prior written agreement, other conditions, such as insurance, may be considered, provided the customer incurs additional costs.

### 7. Terms of payment

- 7.1 Unless otherwise agreed in writing, 100% of the price shall be paid by the customer within 30 (thirty) days of the date of the invoice issued by RAMI Swiss.
- 7.2 If the customer is in arrears with one or more invoices, RAMI Swiss will charge interest on arrears at a rate of 1.5% per month, starting 30 (thirty) calendar days after the invoice date.

### 8. Delivery/performance

- 8.1 The purchase order and its appendices and/or schedules define the date and place of delivery/performance of the products and/or services forming part of the work and/or goods.
- 8.2 Unless the parties agree otherwise in writing, the agreed delivery date is the date on which the work and/or goods leave RAMI Swiss's premises. The delivery deadline is deemed to have been met when RAMI Swiss hands over the work and/or goods concerned to the customer or carrier on the agreed date.
- 8.3 If the work and/or goods include the supply of technical and/or quality documentation, this documentation forms an integral part of the work and/or goods.
- 8.4 If RAMI Swiss is unable to meet a delivery deadline for any reason other than RAMI Swiss's intentional fault (e.g. obligation to cooperate not fulfilled by the customer or fault of a third party), the delivery deadline will be appropriately extended and RAMI Swiss will not be liable for any loss or damage suffered by the customer.
- 8.5 RAMI Swiss declines all responsibility in the event of late delivery by a carrier.

### 9. Technical data

- 9.1 The customer undertakes to provide RAMI Swiss with the technical data necessary for the execution of the tasks in the order and to agree on such data before RAMI Swiss can begin manufacturing the work and/or goods ordered. Failure to provide the requested data on time and in a complete and correct form will have a direct impact on RAMI Swiss's ability to meet any agreed delivery date. Such a situation would release RAMI Swiss from compliance with this initial delivery deadline.
- 9.2 RAMI Swiss is not responsible for any incorrect, contradictory or incomplete data supplied by the customer; the consequences arising therefrom shall be borne by the customer. Furthermore, RAMI Swiss is not responsible for checking the accuracy, completeness and absence of contradictions between the drawings, technical data and information provided.

## 10. Transfer of ownership and risk

- 10.1 The transfer of ownership and risk of the products forming part of the work and/or goods to the customer takes place on delivery of these products to the place of delivery defined in the order form.
- 10.2 If delivery is delayed by more than 30 (thirty) calendar days at the customer's request, RAMI Swiss will charge per EURO pallet an additional storage costs of CHF 50 (fifty) per month. The customer shall bear the risks associated with the work and/or goods in the event of delay, even if the work and/or goods are stored by RAMI Swiss.

## 11. Reservation of ownership

- 11.1 All goods delivered by RAMI Swiss remain the property of RAMI Swiss until full payment has been received.
- 11.2 The customer is obliged to ensure, at its own expense, adequate storage of the goods and to protect them against fire, theft, flooding or other risks, as long as RAMI Swiss holds title to the goods.
- 11.3 All tools or instruments, standard or custom, manufactured for the production of RAMI Swiss products remain the exclusive property of RAMI Swiss. This applies even if the customer has paid for part or all of these tools or instruments.

## 12. Subcontracting and assignment

- 12.1 RAMI Swiss reserves the right to use the services of subcontractors to carry out the work and/or supply the goods.
- 12.2 RAMI Swiss is entitled to assign its rights and obligations under the contract to one of its affiliated companies.
- 12.3 The customer may not assign or transfer, in whole or in part, or delegate any or all of its respective rights or obligations hereunder and/or under the contract without the prior written consent of RAMI Swiss. Any assignment, transfer or delegation made without such agreement is null and void.

## 13. Inspection and acceptance

- 13.1 The customer is obliged to carry out a full and careful inspection of the work and/or goods upon receipt and to notify RAMI Swiss in writing of any defects, damage, missing items or problems without delay, but within 7 (seven) days of receipt of the work and/or goods supplied by RAMI Swiss. If no written notification is sent to RAMI Swiss, the work and/or goods shall be deemed to have been accepted.
- 13.2 In the event that the customer notifies a defect or problem in accordance with article 13.1, RAMI Swiss will determine the actions to be taken to remedy the problem. No product will be returned without the authorization of RAMI Swiss.
- 13.3 Minor variations in materials, surface and color, which are due to the nature of the manufacturing process and do not affect the capabilities of the work and/or goods, do not entitle the customer to make claims and are not considered defects. Work and/or goods purchased on a weight basis are subject to the usual quantity variations recognized by industry practice. If in doubt about minor variations, the customer should contact RAMI Swiss for further explanation.
- 13.4 All costs and damages incurred by RAMI Swiss as a result of inspections or refusals carried out under these provisions shall be borne by the customer.

## 14. Warranty

- 14.1 The foregoing warranty is RAMI Swiss's only warranty with respect to these products. All other warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose or warranty claims derived from information contained in catalogs, brochures or other written or oral statements, are hereby disclaimed. RAMI Swiss's liability for breach of warranty is limited solely to the replacement of defective work and/or goods, which must be returned to RAMI Swiss's factory, transportation costs paid by the customer; failure to notify a warranty claim and provide an accurate description of the type of defect within 15 (fifteen) calendar days from the date of delivery shall constitute a waiver by the customer of all claims with respect to such goods. The foregoing constitutes the customer's sole remedy and RAMI Swiss's sole liability under this warranty.
- 14.2 The warranty period is 12 (twelve) months from the date of delivery.
- 14.3 RAMI Swiss warrants work and/or goods only for the purpose for which they are intended. RAMI Swiss assumes that qualified and trained personnel will use its work and/or goods. RAMI Swiss accepts no liability for production data and orders received if these are due to incomplete, incorrect or concealed data. No guarantee is given in cases where the points mentioned in this clause 14.4 are not complied with.
- 14.4 Defects resulting from assembly after delivery, insufficient installation, non-compliance with installation instructions and operating conditions, excessive use of parts beyond the performance recommended by RAMI Swiss, negligent or improper treatment or use of unsuitable operating materials are excluded from the warranty. RAMI Swiss is not liable for damage caused by the actions of third parties. Furthermore, the warranty shall lapse immediately if the customer himself or a third party not authorized by RAMI Swiss repairs the delivered items without the written consent of RAMI Swiss.
- 14.5 The discovery of a defect does not release the customer from his obligation to pay. Furthermore, if the customer has established a defect, he may not dispose of the goods without RAMI Swiss's express consent.
- 14.6 Under no circumstances does the warranty extend beyond the net value of the item delivered. Prototype products are not covered by any warranty.

## 15. Liability

- 15.1 RAMI Swiss is only liable for breaches of contract caused by intent or gross negligence. The liability of vicarious agents is expressly excluded.

## 16. Third-party rights

- 16.1 The customer agrees to hold RAMI Swiss harmless from and against any and all claims, demands, liabilities, costs, expenses or judgments resulting in whole or in part, directly or indirectly, from the negligence or carelessness of the customer or its customers, agents, employees or invitees with respect to the use of the work and/or goods supplied by RAMI Swiss.
- 16.2 Indemnification includes all costs, attorneys' fees and other expenses paid or incurred by RAMI Swiss or imposed on RAMI Swiss in the defense of such claim.

## 17. Intellectual Property (IP)

- 17.1 Any concept, discovery, invention, development, research, technology, intellectual work, trade secret, software, firmware, content, material, tool, process, technique, know-how, data, plan, device, apparatus, specification, design, prototype, circuit, schematic, algorithm, program, code, documentation, catalogs, brochures, illustrations or other material or information, tangible or intangible, whether patented, developed, owned or otherwise protected (collectively "IP"), which has been created, discovered, developed, owned or controlled by RAMI Swiss shall at all times remain the property of RAMI Swiss.
- 17.2 The customer is granted a non-exclusive, non-transferable license to use RAMI Swiss's intellectual property to the extent strictly necessary for the use of the work and/or good that is the subject of the contract.
- 17.3 RAMI Swiss is granted a non-exclusive, non-transferable license to use the customer's intellectual property to the extent strictly necessary to perform the contract. The customer represents and warrants to RAMI Swiss that it is the sole legal and beneficial owner of all intellectual property. In particular, the customer warrants that it is the owner of all rights to the drawings, technical data or information for which it requests services or products from RAMI Swiss. The customer undertakes not to knowingly infringe the intellectual property rights of third parties. RAMI Swiss is not obliged to check whether the models, technical data or information supplied to RAMI Swiss infringe existing intellectual property rights, copyrights or patents.
- 17.4 The parties treat all intellectual property as confidential information (as defined below).
- 17.5 RAMI Swiss owns the intellectual property of its manufacturing processes and drawings. RAMI Swiss reserves the right to reproduce its own drawings. Unless otherwise stated herein or in the contract, nothing herein or in the contract, nor the delivery of a product by RAMI Swiss or the provision of a service by RAMI Swiss, shall be deemed to grant the customer any rights or licenses to RAMI Swiss's intellectual property rights.
- 17.6 The customer shall hold RAMI Swiss harmless and fully indemnify RAMI Swiss from and against all losses, damages, liabilities, actions, suits, claims, proceedings, demands, costs and expenses which may result or be incurred by reason of any infringement, violation, alleged infringement or alleged violation of any patent, design, trademark, name, copyright or other protected right of any third party with respect to the work and/or goods sold hereunder and any other plant, machine, tool, merchandise, process, work, material, thought or method used or supplied by or on behalf of the customer.
- 17.7 The customer shall not assert or transfer to any third party the right to assert against RAMI Swiss or RAMI Swiss's customers any intellectual property rights which the customer owns or may own and which are applicable to the work and/or goods used or supplied in connection with the order.

17.8 RAMI Swiss is not liable for incorrect, contradictory or incomplete information provided by the customer; all consequences arising from the foregoing shall be borne by the customer.

## 18. Confidentiality

- 18.1 Confidential Information" means and includes all proprietary and/or non-public information and materials disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), or otherwise received or obtained by the Receiving Party, in contemplation of or in connection with the Contract, whether technical, commercial, financial or otherwise (in oral, written or other form), and including all documents in any form or at any stage of development, as well as any other subject matter, material or information considered to be proprietary or confidential, financial or otherwise (whether in oral, written or other form), including in any form or at any stage of development, and any other subject matter, material or information considered to be proprietary or confidential and/or entitled to protection under any law providing for or creating intellectual property rights. Information and material will be considered confidential regardless of the form or manner in which it is disclosed or whether it is marked "confidential" or similar. Confidential information includes information generated on the basis of confidential information.
- 18.2 Confidential information does not include information which the receiving party can prove: (a) was discovered or created by the receiving party or was in the receiving party's possession prior to receipt from the disclosing party; (b) is or becomes publicly available through no fault of the receiving party; (c) is received by the receiving party in good faith from a third party who owes no duty of confidentiality to the disclosing party; (d) is required to be disclosed by law or legal process (in which case the receiving party must immediately notify the disclosing party to enable it to disclose the Confidential Information) ; (d) is required by law or legal process to be disclosed (in which case the receiving party must immediately notify the disclosing party to give it the opportunity to object to such disclosure); or (e) is independently developed by the receiving party without the use or benefit of confidential information, as evidenced by written documentation. The onus is on the receiving party to prove that the information or material falls within one of the above exclusions.
- 18.3 The parties will maintain the secrecy and confidentiality of confidential information received from the other party under the contract. The receiving party will (i) not disclose the disclosing party's confidential information to any third party without the disclosing party's prior written consent, (ii) use the disclosing party's confidential information only for the purposes of the contract and as provided in the contract and (iii) not copy or reverse engineer, reverse compile or attempt to derive the composition or underlying code or other information from any of the disclosing party's confidential information. Notwithstanding the foregoing, RAMI Swiss is authorized to disclose confidential information received to potential subcontractors or information technology providers to perform the work and/or goods under the contract or purchase order or to obtain information, prices, quotations, etc. in order to offer performance of the work and/or goods. Such disclosure is permitted only on condition that potential subcontractors or information technology providers are bound by written agreement to keep such information confidential within limits at least as restrictive as those set forth herein. RAMI Swiss is liable to the customer for any breach of this obligation by the potential subcontractor or information technology provider. The receiving party will not remove any confidentiality, proprietary or similar marks from confidential information. The receiving party also agrees to adopt measures reasonable under the circumstances to protect the secrecy and confidentiality of the confidential information.
- 18.4 The parties are responsible for compliance with the terms of the Agreement by their respective employees and agents. The parties represent and warrant that they have entered into or will enter into such agreements with such employees and agents as are necessary to fulfill their respective confidentiality obligations hereunder.
- 18.5 Upon expiration or termination of the Agreement for any reason, or upon the advance request of the Disclosing Party, the Receiving Party shall, at the option of the Disclosing Party, return or destroy all originals and copies of the Disclosing Party's Confidential Information or, in the case of Confidential Information stored on electronic, magnetic or digital media, erase or render illegible all material provided (including, without limitation, working papers containing Confidential Information or excerpts therefrom) that contains Confidential Information.
- 18.6 The confidentiality obligations hereunder shall survive indefinitely the termination or cancellation of the contract for any reason whatsoever.
- 18.7 Any specific non-disclosure agreement entered into by and between the parties shall apply and remain unaffected.

## 19. Compliance with export and import laws, regulations and licenses

- 19.1 The customer warrants that it has obtained and will hold at all times all permits or authorizations required for the use of the work and/or goods (if applicable). In this respect, the customer will comply with all applicable laws, regulations, codes and standards.
- 19.2 If implementation of the contract is subject to export or import licenses/approvals, the customer must obtain all such licenses/approvals in good time for all deliverables concerned and must prepare and submit the corresponding documentation and carry out all formalities necessary for this purpose.

## 20. Communications

- 20.1 Unless otherwise agreed in the purchase order, any notification or communication under the contract shall be in writing (including by e-mail) and shall either be delivered personally, sent by registered mail, or sent by e-mail (with a copy to be forwarded by registered mail), to the addresses of the parties indicated in the purchase order.

## 21. Independent contractor

- 21.1 The customer is at all times an independent contractor and not an agent, partner or joint venturer of RAMI Swiss, and nothing in the contract shall be deemed to create an agency, partnership or joint venture relationship between the parties. The parties and their respective representatives have no authority to bind or commit the other party to any obligation or agreement, nor to speak for, represent or obligate the other party in any way.

## 22. Force Majeure

- 22.1 RAMI Swiss shall not be in default by reason of any delay in performance or failure to perform any of its obligations hereunder or under the contract if such delay or failure is caused by strikes, labor disputes, embargoes, epidemics, quarantine restrictions, natural disasters, exceptionally severe weather conditions, floods, earthquakes, fires, explosions, power surges, acts of God or the public enemy, wars, civil unrest, riots, acts or threats of terrorism, transportation problems, communication network breakdowns, etc., import, export and transit restrictions, foreign exchange restrictions on international payments, shortages of raw materials and energy, stoppage of operations of other events or other events resulting from circumstances beyond RAMI Swiss's reasonable control (including, without limitation, delays caused by governmental priorities or regulations, delays in obtaining export approval, or revocation of such approval), as well as other force majeure events commonly recognized by applicable law ("Force Majeure"). For the duration of any such Force Majeure, RAMI Swiss shall take all reasonable steps to fulfill its obligations hereunder and/or under the Agreement by other means and, in any event, shall promptly resume its obligations hereunder and/or under the Agreement as soon as the Force Majeure has ceased.

## 23. Waiver and divisibility

- 23.1 RAMI Swiss's failure to exercise or delay in exercising any of its rights does not constitute a waiver of such rights and does not relieve the customer of its obligations.
- 23.2 The single or partial exercise of any right, power, privilege or remedy by RAMI Swiss shall not preclude the subsequent exercise or exercise of any other right or remedy.
- 23.3 RAMI Swiss's rights, powers and remedies under these GTCS are cumulative and are not exclusive of any rights, powers or remedies provided by law or otherwise.
- 23.4 The parties agree that if any part of the contract and/or purchase order is held to be invalid, void, unenforceable or illegal under any statute or rule of law relating thereto in any jurisdiction, the legality, validity and enforceability of the remainder of the contract and/or purchase order in such jurisdiction shall not be affected thereby, and the legality, validity and enforceability of these GTCS shall not be affected in any other jurisdiction.

## 24. Data protection

- 24.1 Each Party undertakes to process personal data with due diligence in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and applicable Swiss laws.

## **25. Applicable law and settlement of disputes**

- 25.1 These GTCS and the contract shall be governed by, interpreted and construed in accordance with Swiss substantive law, without regard to principles of conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 25.2 Any dispute, controversy or claim arising out of or in connection with these GTCS and/or the contract, including the validity, invalidity, breach or termination thereof, shall be subject to the exclusive jurisdiction of the courts of Delémont, Switzerland, the right of appeal to the Swiss Federal Court being reserved.