

GENERAL PURCHASE CONDITIONS (GPC) for Products and Services of RAMI Swiss Sàrl – May 2026

1. General Provisions

1.1

The contract shall be deemed concluded upon receipt by the supplier of the customer's acceptance of the offer (purchase order).

1.2

Requests for quotation issued by the customer are non-binding.

1.3

These Terms and Conditions shall apply whenever referenced in the purchase order. Any supplier conditions deviating from these Terms and Conditions shall only be valid if expressly accepted in writing by the customer.

1.4

Any agreement or legally binding declaration between the parties shall be valid only if made in writing. Electronic communications shall be deemed equivalent to written form.

1.5

Should any provision of these Terms and Conditions become wholly or partially invalid, the parties shall replace it with a provision having an equivalent legal and economic effect.

2. Scope of Deliveries and Services

The supplier's deliveries and services shall be defined in the quotation, purchase order and related annexes.

The supplier shall not implement any modification without the customer's prior written approval, even where such modification results in an improvement.

No changes to materials, manufacturing processes, sources of supply, subcontractors, production locations or inspection methods may be made without the customer's prior written approval.

3. Drawings and Technical Documentation

3.1

The technical data and quality requirements specified in the contractual documents shall be binding.

3.2

Each party retains all rights relating to drawings, technical documents and data provided to the other party. Such information may not be disclosed to third parties or used for purposes other than contract execution without prior written authorization.

3.3

Drawings, 3D models, CAD files, Gerber files, bills of materials (BOM), technical specifications and all other data provided by the customer shall remain the exclusive property of the customer.

The supplier undertakes to protect such data against unauthorized access, loss, disclosure or cyberattack.

4. Regulatory Requirements and Compliance

4.1

The supplier shall be responsible for compliance with all legal and regulatory requirements applicable to the delivered products.

4.2

Unless otherwise specified, the products shall comply with all regulations applicable at the agreed place of delivery.

4.3

The products shall comply with all applicable regulatory requirements, including but not limited to:

- RoHS,
- REACH,
- WEEE,
- conflict minerals requirements where applicable.

For metallic parts delivered to RAMI SWISS, the supplier shall provide, with each delivery, a signed declaration confirming that the delivered products are not of Russian origin and do not contain raw materials, components or by-products of Russian origin.

Detailed requirements regarding compliance, quality documentation and traceability are defined in the Supplier Requirements Manual applicable to the purchase order.

5. Prices

5.1

Unless otherwise specified in the purchase order, deliveries shall be made DAP customer site (Incoterms® 2020).

All prices shall be fixed and shall include all costs related to supply, packaging, transportation, insurance, customs formalities and applicable taxes up to the agreed place of delivery.

5.2

The agreed price is fixed and may not be modified unilaterally after conclusion of the contract.

6. Payment Terms

6.1

Payments shall be made in accordance with the terms specified in the purchase order.

6.2

Unless otherwise agreed:

- payment shall be made net 30 days from receipt of invoice,
- invoicing may not occur prior to delivery of the products or completion of the services.

6.3

Any advance payments shall be subject to a separate agreement.

7. Delivery Times

7.1

Agreed delivery dates shall be binding.

Delivery shall be deemed on time if the products are delivered within a period of ± 5 working days from the date confirmed by the supplier at the agreed delivery location.

7.2

If the supplier anticipates a delay, it shall immediately inform the customer, specifying:

- the reasons for the delay,
- the estimated duration,
- the corrective actions implemented.

The supplier shall implement, at its own expense, all reasonable measures to minimize the impact of the delay.

7.3

In the event of force majeure temporarily preventing performance of the contract, the parties shall agree on a revised delivery schedule appropriate to the circumstances.

8. Packaging

The products shall be packaged appropriately to prevent damage during:

- transportation,
- handling,
- storage.

Finished parts shall be adequately protected against damage during handling, storage and transportation.

Each delivered packaging unit shall be identified with a label containing at minimum the following information:

- RAMI Swiss part number / supplier part number,
- item description,
- revision level,
- batch number,
- quantity.

Detailed packaging, labeling, ESD protection and packing requirements are defined in the Supplier Requirements Manual applicable to the purchase order.

9. Transfer of Risk and Title

Unless otherwise agreed, risk and title shall transfer to the customer upon receipt of the products at the agreed delivery location.

10. Shipment, Transportation and Insurance

10.1

The supplier shall bear all costs and risks related to transportation up to the agreed place of delivery.

10.2

The supplier shall procure, at its own expense, all insurance necessary to cover transportation-related risks.

10.3

Each delivery shall be accompanied by the documentation defined in the Supplier Requirements Manual applicable to the purchase order.

11. Incoming Inspection and Non-Conformities

11.1

The supplier shall perform all necessary inspections prior to shipment to ensure product conformity.

11.2

The customer reserves the right to perform incoming inspections within a reasonable period of time.

Signature of the delivery note or physical receipt of the products shall not constitute final acceptance of the delivery.

Detailed requirements relating to certificates of conformity, inspection reports, traceability and non-conformity management are defined in the Supplier Requirements Manual applicable to the purchase order.

11.3

In the event of non-conformity, the customer may:

- reject the delivery,
- request replacement of the products,
- request rework or sorting,
- return the products at the supplier's expense.

Costs arising from non-conformities, including sorting, inspection, rework, transportation, expertise or production stoppage costs, may be charged to the supplier.

12. Warranty and Liability for Defects

12.1 Warranty Period

The warranty period shall be 24 months from receipt of the products by the customer.

For repaired or replaced parts, the warranty period shall restart for an additional 12 months.

12.2 Liability for Defects

The supplier undertakes to repair or replace defective products within an acceptable period of time.

The supplier shall bear all costs directly related to correction of the defect.

If the defect is not corrected within a reasonable period, the customer may:

- request a price reduction,
- have the defect corrected by a third party at the supplier's expense,
- terminate all or part of the contract.

12.3 Warranted Characteristics

The supplier warrants that the delivered products:

- comply with drawings, specifications and contractual documents,
 - are free from defects in design, materials and workmanship,
 - are fit for the intended use known to the supplier.
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12.4 Subcontractors

The supplier shall remain fully responsible for products and services performed by its subcontractors.

12.5 Traceability and Change Management

The supplier shall ensure appropriate traceability of delivered products, materials and components.

Any change likely to affect conformity, form, fit, function, reliability or performance of the product shall be notified to the customer in advance and approved in writing.

Detailed requirements relating to traceability, data retention, obsolescence management and component management are defined in the Supplier Requirements Manual applicable to the purchase order.

13. Deficient Performance and Non-Performance

In the event of non-performance or deficient performance of the contract, the customer may grant the supplier a reasonable additional period to fulfill its obligations.

If such period expires without satisfactory result, the customer may:

- terminate the contract,
 - claim reimbursement of amounts already paid.
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14. Liability

The supplier shall be liable for direct damages resulting from failure to perform or improper performance of its contractual obligations.

15. Jurisdiction and Applicable Law

15.1

The place of jurisdiction for both the supplier and the customer shall be the registered office of the customer.

However, the customer shall also be entitled to initiate proceedings against the supplier at the supplier's registered office.

15.2

The contractual relationship shall be governed by substantive Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).