

## General Conditions of Supply to Fr. Sauter AG, 4016 Basel

### 1. Validity

These General Terms and Conditions of Supply (hereinafter referred to as "T&C") shall apply as an integral part of all contracts, including the delivery of products and works and the provision of other services, to Sauter AG and all its affiliated entities (hereinafter referred to as 'Sauter') by suppliers or other providers (hereinafter referred to collectively as 'Contractual Partner'). This shall also apply if these T&C are not expressly referred to in subsequent contracts with a Contractual Partner. The confirmation or actual fulfilment of an order to us shall constitute the Contractual Partner's consent to these T&C.

Unless expressly accepted in writing, Sauter does neither recognise any deviations from these T&C nor accept any Contractual Partners' general conditions. An accepted order confirmation shall constitute a rejection of the Contractual Partners' general conditions indicated thereon, unless expressly accepted by Sauter in writing.

### 2. General information

Each consignment shall be delivered in accordance with our delivery guidelines. These are available in the currently valid version on our website.

Sauter's order number and article number shall be indicated in any papers related to a delivery. Any invoices that do not indicate such details will be returned. If the paperwork associated with a consignment is missing or not properly completed, the goods shall be stored at the Contractual Partners' cost and risk until the correct paperwork has been delivered to Sauter. Alternatively, Sauter may, at its sole discretion, also return the goods to the Contractual Partners.

Under-deliveries and excess deliveries will only be accepted upon express agreement.

Subcontracting is not permitted without our express consent.

Orders shall be confirmed to Sauter within 5 calendar days.

If necessary or agreed, the Contractual Partner shall offer and provide training or instruction prior to the delivery date or as agreed with Sauter.

Products must comply with all applicable laws and fulfil the European Directives 2011/65/EU (RoHS), 1907/2006/EC (REACH) and 2024/1760/EU (Corporate Sustainability Due Diligence Directive, CSDDD). Sauter is entitled to specify further laws, European Directives or other regulations (e.g. CALpro65, Toxic Substances Control Act, Conflict Minerals Law). The Contractual Partner shall supply the respective declarations of conformity in German and English. Products must be transported by means transportation with low greenhouse gas emissions and air pollutants and delivered in eco-friendly packaging. The Contractual Partner shall calculate the emission and shall such calculations with Sauter upon request. All deliveries of hazardous substances must be expressly communicated, irrespective of their concentration or authorisation.

The Contractual Partner shall comply with Sauter's Code of Conduct applicable to Suppliers. In addition, the Contractual Partner shall integrate the due diligence obligations in accordance with European Directive 2024/1760/EU (Corporate Sustainability Due Diligence Directive, CSDDD) into its corporate policy, identify potential negative impacts in its value chain and ensure that the impact of production on the environment is minimised. In this context, it is expressly pointed out that Sauter rejects and under no circumstances tolerates any form of child labour, human rights violations or corruption.

The Contractual Partner shall ensure that production facilities (including production facilities of its suppliers) are protected against cyberattacks. The Contractual Partner shall comply with the applicable cyber security standards (including, but not limited to, 2022/2555/EU (NIS-2)) and inform Sauter immediately of any security incidents. Sauter is further entitled to specify requirements with respect to IEC 62443-4-1 (table 1).

The Contractual Partner shall grant Sauter or third parties engaged by Sauter (e.g. auditors) access to the relevant production sites or other premises upon prior notice and during normal business hours.

### **3. Delivery dates**

Delivery dates and deadlines are binding for Contractual Partners. If the Contractual Partner fails to meet an agreed delivery dates or deadlines, the Contractual Partner shall automatically be in default (*Verfalltagsgeschäft*).

Delivery dates and deadlines are met if the agreed goods have been delivered to the place of delivery designated by us or if the services or works have been handed over to us for acceptance.

### **4. Payment**

Unless agreed otherwise, payments by us are made within 60 calendar days after delivery of the goods or provision of the service (including all papers) and presentation of a respective invoice. For payments within 14 calendar days, a 3% discount shall apply.

### **5. Performance**

#### **5.1 Delivery of products**

##### **5.1.1 Compliance with trade regulations / export control**

The Contractual Partner shall comply with all applicable national and international laws, ordinances and regulations as well as standards and directives in connection with the fulfilment of the contract, including, but not limited to, all applicable laws, ordinances, regulations and directives on international trade, such as customs provisions, export bans, embargo provisions, trade bans, import and export controls as well as sanctions lists of Switzerland, the EU, the USA, the United Nations and other applicable jurisdictions (hereinafter "Custom and Trade Laws"). The Contractual Partner shall obtain the necessary authorisations prior to any transfer of technical information or goods, provide us with the relevant export control classification number for such technical information or goods and identify any transfer restrictions, without being requested to do so. The Contractual Partner shall provide to us all information required in each individual case for compliance with Custom and Trade Laws. In particular, this shall include all applicable export control classification numbers (EKN, ECCN), customs tariff number (HS Code), the indication of the country of origin (non-preferential origin) and, if applicable and requested by us, preferential proof of origin.

The Contractual Partner shall bear and fully reimburse all expenses, costs and damages incurred by us due to non-compliance with Custom and Trade Laws, in particular due to the absence or inaccuracy of export control and foreign trade data.

We remain the right to cancel any orders and/or terminate any contracts with the Contractual Partner at any time and without notice in the event (i) changes in Custom and Trade Laws render the acceptance of deliveries or the fulfilment of contractual obligations impossible and do not appear possible in the foreseeable future or (ii) of non-compliance with this clause 5.1.1 by the Contractual Partner.

##### **5.1.2 New technical equipment and devices**

The Contractual Partner warrants to Sauter that the products comply with the European Directives relating to machinery (including, but not limited to, 2006/42/EC and 2023/1230/EU) applicable at the time of their shipment and with the requirements of the Swiss law concerning the safety of products (PrSG). The contractual partner shall supply the relevant declarations of conformity in German and English. For products that do not function on their own, a manufacturer's declaration and installation manual shall be provided.

##### **5.1.3 Used technical equipment and devices**

The Contractual Partner warrants to Sauter that used products fulfil at least the requirements in accordance with article 24 of the Swiss ordinance concerning the prevention of accidents and occupational diseases or illnesses (VUV). Furthermore, the Contractual Partner shall supply an instruction manual which contains at least the following information:

- The product's technical specifications and information regarding its intended use.
- Information concerning safe working practices, required instruction for the operating personnel and, if required, any protective gear to be worn.
- Information concerning maintenance and the required procedure in the event of malfunctions.

##### **5.1.4 Control panels**

The Contractual Partner warrants to Sauter that the products have been constructed in accordance with the technical standards for low-voltage switch-gear assemblies and are type-approved in accordance with EN 60439-1/60204-1.

## **5.2 Specific provisions for performance of services (*auftragsrechtlicher Charakter*)**

The Contractual Partner shall perform services diligently and in a professional manner pursuant to agreed conditions and specifications, Sauter's instructions, current state of the art and statutory provisions.

The Contractual Partner shall inform Sauter regularly of the progress of its services and shall notify Sauter immediately in writing of any facts and circumstances identified or recognisable by the Contractual Partner which could impair or jeopardise the contractual performance. Sauter shall be entitled to verify the status of and enquire information with respect to the contractual performance.

The Contractual Partner shall only use carefully selected and well-trained employees who have the necessary authorisation to provide the service and are insured at least in accordance with the statutory requirements (including, but not limited to, accident, illness, disability, old age and death). They shall work under the responsibility, supervision and instruction of the Contractual Partner. The Contractual Partner shall be liable for any damage caused by its employees. Sauter remains the right to refuse the provision of services by certain employees of the Contractual Partner.

The Contractual Partner shall only engage third parties (e.g. subcontractors) for the performance of services with the prior written consent of Sauter. The Contractual Partner shall remain responsible for the performance of services by the third parties.

All other provisions of clause 5.1 shall apply *mutatis mutandis*.

## **5.3 Specific provisions for delivery of works (*werkvertraglicher Charakter*)**

The Contractual Partner shall perform and deliver all works pursuant to agreed conditions and specifications and warrants that all works comply with the current state of the art, Sauter's instructions and the statutory provisions.

The Contractual Partner inform Sauter regularly of the progress of its works and shall notify Sauter immediately in writing of any facts and circumstances identified or recognisable by the Contractual Partner which could impair or jeopardise the contractual performance.

If Sauter requests a change to a work, the Contractual Partner shall inform Sauter in writing within 10 calendar days whether the change is possible and what effects such change will have on the performance and delivery of the work and on remuneration and deadlines. Thereafter, Sauter shall decide within a reasonable time whether the change shall be implemented.

All other provisions of clause 5.1 shall apply *mutatis mutandis*. In addition, the provisions on the deployment of employees and the involvement of third parties pursuant to clause 5.2 shall apply *mutatis mutandis*.

## **6. Warranties and Liability**

Sauter shall inspect all deliveries as soon as feasible within ordinary course of business and shall thereafter notify to the Contractual Partner any defects.

The Contractual Partner hereby warrants that the delivered products and works are free from any defects that impair their value or suitability for the intended or agreed use, comply with warranted characteristics, comply with the agreed scope and specifications, the applicable laws (including, but not limited to, requirements and guidelines of authorities and industry standards) and the recognised state of the art, specifications and guidelines of authorities and industry standards) and comply with the recognised state of the art at the time of delivery.

In the event that any of the above provisions (clause 2 or 5.1) are not complied with for any reason, the products or works concerned are defective and the relevant contract is no properly fulfilled. The same shall apply irrespective of any fault on the part of the Contractual Partner in the event of delays, impossibility of performance or other breaches of duty. Additional special provisions shall apply to the products pursuant to clauses 5.1.2 - 5.1.4.

The warranty period is 5 years after acceptance by us at the place of delivery. Hidden defects may still be claimed after the warranty period, provided they are reported immediately after discovery.

Our warranty and liability claims shall also include compensation for all costs and expenses associated with the rectification of defects, including, but not limited to, costs of removal and reinstallation by our customers.

In the event of any defect, Sauter shall have the right, at its own discretion, to demand rectification or replacement, reduce the Contractual Partner's remuneration by such amount corresponding to the difference to the reduced value or withdraw from the contract. The Contractual Partner expressly waives the defense of late notification of defects. If Sauter requests rectification or replacement, the Contractual Partner shall remedy all defects within the requested period and shall bear associated costs. If the Con-

tractual Partner has not successfully or not timely performed the rectification or replacement, Sauter shall be entitled to either

- a) reduce the Contractual Partner's remuneration by such amount corresponding to the difference to the reduced value;
- b) carry out the necessary measures itself or have them carried out by a third party at the Contractual Partner expense and risk; or
- c) withdraw from the contract.

Any additional claims for damages and any additional remedies for service contracts available to Sauter remain reserved.

#### **7. Indemnification**

The Contractual Partner shall indemnify Sauter against all claims for damages by third parties that are caused or partly caused by the delivery of defective products or by improper fulfilment of the contract and shall hold Sauter harmless (including personal injury, property damage and financial loss as well as associated court and legal costs). Such claims may be asserted at any time. Liability claims shall expire at the earliest five years after acceptance by us at the place of delivery.

#### **8. Liability insurance**

The Contractual Partner shall maintain a liability insurance policy for injury to persons, property damage and financial loss, which adequately covers its warranty and liability risks, and shall provide evidence of such insurance coverage to Sauter upon request.

#### **9. Assignment**

Without Sauter's written consent, any assignment of claims (*Zession*) under any contract concluded with the Contractual Partner shall be invalid.

#### **10. Applicable law, place of fulfilment and place of jurisdiction**

All contracts between Sauter and the Contractual Partner shall be governed, interpreted and construed by, under and pursuant to Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) and excluding the conflict of laws rules.

Any dispute, controversy or claim arising out of or in relation with contracts between Sauter and Contract Partners, irrespective of the legal basis, shall be finally and exclusively decided by the ordinary courts in Basel (Switzerland). Place of performance for deliveries and payments shall be Basel (Switzerland).