

## **General Conditions of Purchase**

The WERAP Group, with its group companies WERAP Elektronik AG, WERAP Wicklerei AG, CAC Fabrimex GmbH, will be referred to hereinafter as "**WERAP**".

### **1. Application**

These General Conditions of Purchase shall apply exclusively. Any other conditions, including any general conditions of the supplier, contradicting or varying in any way from these General Conditions of Purchase shall not apply unless otherwise expressly agreed in writing. For the avoidance of doubt, these General Conditions of Purchase shall also apply if WERAP accepts deliveries from the supplier without reservation.

Any and all agreements between WERAP and the supplier under these General Conditions of Purchase shall be in writing.

### **2. Prices and Payment Conditions**

The price indicated in an order issued by WERAP shall be firm. Unless explicitly agreed otherwise in writing, all prices shall include delivery "to door" (including packing, freight-costs etc.).

Unless otherwise agreed in writing, invoices shall be due within 60 days calculated from the date of receipt of delivery, whereas a 3 % discount is applied in case of payment within 30 days after receipt of invoice.

WERAP is entitled to set-off any claims vis-à-vis the supplier against invoiced issued by the supplier governed by these General Conditions of Purchase.

### **3. Delivery**

Any delivery deadline, time or schedule contained in the order shall be binding. The supplier shall notify WERAP immediately in writing about any circumstances occur or become apparent to the supplier which could result in the agreed delivery time cannot be met.

In case of delay in delivery WERAP shall be entitled to the rights set out in [the Swiss Code of Obligations (CO)]. In particular WERAP shall be entitled to claim compensation and withdraw from the contract after the expiry of a reasonable further deadline (such deadline being no longer than 7 calendar days).

Unless otherwise agreed in writing the transfer of risk shall occur with the delivery at the premises of WERAP specified in the order.

#### **4. Warranty**

The supplier warrants and guarantees that the goods ordered are free of deficiencies which might affect their value or fitness for the intended use, are free of design or other defects, have the promised characteristics and meet the stipulated performance and specification requirements. The supplier further guarantees, that the goods are free from any third party rights.

The supplier guarantees that services will be timely, expertly and properly performed, by highly qualified personnel with a high standard of care. The supplier is not entitled to suspend any services for any reason. Services will be provided at the agreed locations only. Service locations may not be changed without WERAP's prior written consent.

The supplier warrants to promptly repair any deficiencies in the goods or to deliver replacements satisfactory to WERAP, in each case free of charge, at WERAP's choice and at the supplier's risk. In urgent cases, or if the supplier is tardy, WERAP shall be entitled at its option to have the defects repaired or to replace the defective goods, in either case at the supplier's cost. WERAP shall in its sole discretion, at the supplier's cost, be entitled to recall such goods that may have the potential to cause danger to the assets of third parties, human health or safety of life. WERAP shall be entitled to have defective services re-performed any time after WERAP discovers such defects in the performance of services. The supplier's guarantees shall also extend to parts and goods manufactured or provided by subcontractors, unless expressly agreed upon in writing to the contrary and alternative claims against the subcontractors are available to WERAP. Unless expressly agreed otherwise in writing, the guarantee period for goods and services shall be 24. The guarantee period begins upon acceptance of the goods by WERAP. Replacements and repaired items shall also be covered by the same guarantee as the delivered goods.

#### **5. Intellectual property rights**

The supplier shall ensure that the delivery and use of the goods delivered do not infringe a patent, design, copyright or any other rights of third parties and any restrictions must be communicated to WERAP before an order is placed, latest however upon order confirmation. The supplier shall indemnify, defend and hold WERAP harmless from and against any and all penalties, fines, costs, losses and liability incurred by WERAP related to any claims for actual or alleged infringement related to the goods. This provision shall not apply to purchase orders for items entirely designed by WERAP. All rights, title and interest to any analyses, planning

and design documents, knowledge, idea's, creations, programming material (software in source code and object code), inventions, copy rights or other intellectual property, including associated documentation, reports and drawings, whether patentable or not, resulting from any discussions between the parties in the framework of a possible relationship or order or from any development or other activities (i) conducted by or with the cooperation of WERAP, (ii) conducted by the supplier based, in whole or are part, on WERAP's instructions, WERAP's specifications, any information provided by WERAP or (iii) ordered by and/or (directly or indirectly) paid for by WERAP, as well as any data, information, or reports generated through WERAP's use of the goods (the "**Results**"), shall belong fully and exclusively to WERAP. The Results may only be used by the supplier as necessary for executing his obligations under the contract. The supplier may not use the Results for any other purposes, be-it for itself or for others, and must keep them confidential. The supplier shall not supply any goods based on WERAP's design or customized for WERAP to any third parties and the supplier shall indemnify, defend and hold WERAP harmless against any claims, costs, losses or liabilities incurred by WERAP as a result of the supplier's breach hereof.

## **6. Force Majeure**

WERAP shall not be liable or responsible to the supplier, nor be deemed to have defaulted under or breached the contract, to the extent such failure or delay is caused by or results from acts beyond WERAP's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection; (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of WERAP.

## **7. Applicable Law**

All relationships are governed by Swiss law, in particular the Swiss Code of Obligations provisions on the right, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.4.1980.

## **8. Jurisdiction**

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Bubikon.

WERAP however, reserves the right to press charges against the supplier at its registered office or at any other competent court, if necessary.

These General Conditions of Purchase are valid from 01.04.2024 and replace all previous ones.