

## General Terms and Conditions of Delivery of the Pureon Group (Version 1.0, December 2024)

### 1. Scope

- 1.1. All goods, services and offers of a company of the Pureon Group as Seller, supplier or service provider (hereinafter only "Seller") are made exclusively on the basis of these General Terms and Conditions of Delivery (hereinafter "GTCs"). These are an integral part of all Contracts that the Seller concludes with its contractual partners (hereinafter referred to as "Customer") for the delivery of goods or services offered by Seller. They shall also apply to all future deliveries of goods and services or offers to the Customer, even if they are not separately agreed again.
- 1.2. These GTCs apply exclusively. General terms and conditions of the Customer shall not apply. The Seller expressly objects to the inclusion of any of Customer's terms and conditions. For the avoidance of doubt, this shall also apply even if reference is made to the Customer's terms and conditions in subsequent documents (e.g. an order placed by the Customer) and the Seller does not object to this reference again.
- 1.3. If a Contract is concluded between Pureon AG (Switzerland) as Seller and the Customer, the conditions of the "Country-specific terms of delivery Switzerland" apply in addition to these GTCs. If a Contract is concluded between Pureon GmbH (Germany) as Seller and the Customer, the conditions of the "Country-specific terms of delivery Germany" apply in addition to these GTCs. If a Contract is concluded between Pureon Inc. (USA) as Seller and the Customer, the conditions of the "Country-specific terms of delivery USA" apply in addition to these GTCs. The respective applicable Country-specific terms of delivery shall apply to these Contracts in addition to the provisions of these GTCs. In the event of deviations, the provisions of the Country-specific terms of delivery shall replace, amend or supplement the corresponding provisions of these GTCs. All provisions in these GTCs that are not amended by the Country-specific terms of delivery shall remain in force unchanged. You can find the respective "Country-specific Annexes to Selling Terms – English" on Pureon's website <https://pureon.com/terms-and-conditions/>

### 2. Offer and conclusion of Contract

- 2.1. All offers of the Seller are subject to change and are non-binding.
- 2.2. The Customer's order of goods or services is considered a binding offer of a contract ("Offer") that may be accepted by the Seller.

- 2.3. Unless otherwise stated in the order, the Seller may accept Customer's purchase orders or commissions within 30 days of receipt. Seller accepts Customer's Offer in writing either by means of an order confirmation or by signing a corresponding statement of work (conclusion of "Contract").
- 2.4. The Contract between the Seller and the Customer shall be exclusively governed by these GTCs and the applicable Country-specific terms of delivery. This Contract fully reflects all agreements between the contracting parties on the subject matter of the Contract. Verbal commitments made by the Seller prior to the conclusion of this Contract shall not be legally binding and verbal agreements between the contracting parties shall be replaced by the written Contract, unless otherwise agreed in writing.
- 2.5. Additions and amendments to the Contract must be made in writing to be effective, including with respect to any amendment to this written form clause.
- 2.6. Information provided by the Seller on the subject matter of the delivery of goods or services (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity.
- 2.7. The Seller reserves the right of ownership and all copyrights to all offers and cost estimates submitted by it, as well as to drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the Customer. The Customer may not make these items accessible to third parties, disclose them, use them itself or through third parties or reproduce them without the express consent of the Seller. At the Seller's request, the Customer must return these items to the Seller in full and destroy any copies made if they are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a Contract. Excluded from this is the storage to fulfil mandatory legal retention obligations.

### 3. Prices and terms of payment

- 3.1. All prices are net (exclusive statutory taxes) and apply to the scope of goods and/or services as agreed in the Contract.
- 3.2. Additional or special services will be charged separately. All prices include the cost of standard packaging only. If the Customer requests non-standard packaging (e.g. packaging for freeze protection or special packaging that meets the Customer's specifications), the Customer shall

bear the actual costs incurred for this non-standard packaging and the Seller shall be entitled to charge its actual expenses to the Customer for this.

- 3.3. If the net order value per order is less than EUR 200 (for other order currencies, the following minimum order values (net) apply: CHF 200; USD 200, JPY 35,000; CNY 1,500) Seller reserves the right to charge a small quantity surcharge, which Seller will invoice to the Customer in addition to the order value. The following small quantity surcharges (net) apply depending on the order currency: EUR 50; CHF 50; USD 50; JPY 35,000; CNY 1,500.
- 3.4. Invoice amounts are to be paid within 30 days net without any deductions, unless otherwise agreed in writing.
- 3.5. The Customer can make the payment only by bank transfer.
- 3.6. Offsetting against counterclaims of the Customer or the retention of payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

#### **4. Delivery**

- 4.1. Dates for delivery of goods or provision of services communicated by the Seller are always only approximate, unless a fixed deadline or a fixed date has been expressly agreed. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with transportation, unless expressly stated otherwise by the Seller.
- 4.2. The Seller may demand from the Customer an extension of delivery and performance deadlines or a postponement of delivery and performance dates if the Customer does not fulfill its contractual obligations to the Seller. Such extension or postponement shall not affect any rights of the Seller arising from default on the part of the Customer.
- 4.3. The Seller shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the Contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, war, riots, terror, official measures or the failure of suppliers of the Seller to deliver, to deliver correctly or on time despite a

congruent hedging transaction concluded by the Seller) for which the Seller is not responsible. If such events make delivery or performance significantly more difficult or impossible for the Seller and the hindrance is not only of a temporary nature, the Seller shall be entitled to withdraw from the Contract. In the event of hindrances of a temporary nature, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the Contract by immediate written declaration to the Seller.

- 4.4. If the Seller is in default with respect to a delivery or service or if a delivery or service becomes impossible for it, for whatever reason, the Seller's liability for damages shall be limited in accordance with the agreed limitation of liability.
- 4.5. In the event of Customer's default with respect to acceptance of a delivery or service from the Seller, the Seller shall only be responsible for Seller's intent and gross negligence. The Customer shall bear the actual costs incurred for the return of any shipment as well as storage costs amounting to 0.25% of the invoice amount of the delivery items (i.e., the applicable goods or services delivered) to be stored per week elapsed. Seller reserves the right to claim and prove further or lower storage costs.
- 4.6. The Seller shall subject the goods to an internal quality inspection before they leave the Seller's site. If the Customer requires further tests, these must be agreed separately in writing and paid for by the Customer.

#### **5. Transfer of risk**

- 5.1. Unless otherwise agreed in writing, deliveries shall be made in accordance with FCA Incoterms 2020 (Seller's dock).
- 5.2. If shipment of the goods has been agreed and the Seller has not assumed responsibility for transportation, the risk shall pass to the Customer at the latest when the delivery item is handed over (whereby the start of the loading process is decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. If the shipment or handover is delayed due to a circumstance for which the Customer is responsible, the risk shall pass to the Customer from the day on which the delivery item is ready for shipment and the Seller has notified the Customer of this.

- 5.3. Storage costs after the transfer of risk shall be borne by the Customer. In the case of storage by the Seller, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per week elapsed. Seller reserves the right to claim and prove further or lower storage costs.
- 5.4. The delivery items shall only be insured by the Seller against theft, breakage, transport, fire and water damage or other insurable risks during storage in accordance with the above section at the express request of the Customer and at the Customer's sole expense.

## 6. Warranty

- 6.1. The delivery items must be carefully inspected immediately after delivery to the Customer or to the third party designated by the Customer. Obvious damage, shortage or nonconformity to specifications ("Nonconformity") shall be deemed to have been approved by the Customer if the Seller does not receive a written notice of Nonconformity within seven working days of delivery. Regarding non-obvious Nonconformity, the delivery items shall be deemed to have been approved by the Customer if the Seller does not receive the notice of Nonconformity within seven working days of the time at which the Nonconformity became apparent. At the Seller's request, a rejected delivery item shall be returned to the Seller.
- 6.2. The warranty period is one (1) year from date of delivery or, if acceptance is required, from date of acceptance.
- 6.3. In the event that the delivery item does not conform to Seller's specifications, the Seller shall within the scope of warranty initially be obliged and entitled to rectify the nonconformity or make a replacement delivery at its discretion within a reasonable period of time.
- 6.4. The Customer shall get approval from the Seller in any case in advance before returning the delivery item to the Seller.
- 6.5. The warranty is void if the Customer modifies the delivery item and this makes it impossible or unreasonably difficult to remedy the nonconformity. The warranty shall also be void if the Customer stores the delivery items incorrectly.
- 6.6. In the event of differences of opinion of conformity respectively nonconformity of delivery items, the procedure, measuring instruments and methodology used by the Seller shall be used as the basis for the assessment of conformity respectively nonconformity. This procedure is state of the art for this purpose.

## 7. Property rights

- 7.1. Each party shall immediately notify the other party in writing if claims are asserted against it due to the infringement of third party rights.
- 7.2. If the delivery item infringes an industrial property right or copyright of a third party, the Seller shall, at his discretion and at its expense, modify or replace the delivery item in such a way that the rights of third parties are no longer infringed, but the delivery item continues to fulfill the contractually agreed functions, or procure the right of use for the Customer by concluding a license agreement with the third party. If the Seller fails in doing so within a reasonable period of time, the Customer is entitled to withdraw from the Contract or to reduce the price appropriately. Any claims for damages on the part of the Customer shall be subject to the applicable limitation of liability.

## 8. Final provisions

- 8.1. The exclusive place of jurisdiction for all disputes arising from or in connection with these GTCs (including the respective Country-specific terms of delivery) and the respective Contract concluded under these GTCs shall be the competent court at the seat of the registered office of the Seller who is a party to the respective Contract.
- 8.2. These GTCs and all claims and rights arising out of or in connection with these GTCs and the respective Contract shall be exclusively governed by and construed and enforced in accordance with the laws of the country in which the Seller of the respective Contract has its registered office. The application of international private law and the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is excluded.
- 8.3. Should any provision of the Contract, these GTCs or the Country-specific terms of delivery be or become invalid or unenforceable in whole or in part, the validity and enforceability of the remaining provisions shall not be affected thereby. The parties undertake to replace such a provision with a provision that comes closest in legal terms to what the parties would have agreed in accordance with the meaning and purpose of the Contract, these GTCs or the Country-specific terms of delivery if they had recognized the invalidity of the provision.