

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

### 1 General Clauses

Weidmann Electrical Technology AG's (hereinafter referred to as "**Weidmann**" or "**we**") General Terms and Conditions of Sale and Delivery (hereinafter referred to as "**GTCS**D") solely apply to and be incorporated into all (written or verbal) sale and delivery agreements concluded with Weidmann, as well as to all offers, quotations, and deliveries provided by Weidmann. The applicability of any terms and conditions of the Customer is hereby expressly rejected, unless Weidmann has expressly agreed in writing or in electronic text form that the Customer's general terms and conditions apply. Weidmann's GTCS D shall also apply if we perform delivery of the purchased products and/or services without reservation in knowledge of conflicting or deviating terms and conditions of the Customer.

Individual agreements negotiated with the Customer in individual cases and agreed in writing or in an electronic text form, including collateral agreements, supplements, and amendments, shall in all cases take precedence over these GTCS D, but shall only be applicable to the specific sale and delivery agreement and shall not apply to any other agreements, unless expressly accepted and confirmed by Weidmann in writing (including in electronic text format).

References to any applicable statutory provisions are only made for the sake of clarity. The statutory provisions shall, therefore, apply even if no reference is made, unless they are directly amended or expressly excluded in these GTCS D or an individual agreement with Customer (concluded in writing or in an electronic text form).

Weidmann shall be entitled to assign the claims from its business relationship with the Customer, and any contrary prohibition of assignment is hereby expressly rejected. The Customer is not entitled to assign its claims against Weidmann and/or any rights or obligations under any contract concluded with Weidmann to third parties or to have them collected by third parties without the prior written consent of Weidmann.

These GTCS D shall replace all earlier general terms and conditions of sale and delivery of Weidmann.

### 2 Offers, Conclusion of Contract and Scope of Contract

Offers and quotations by Weidmann shall be valid for the period specified in the offer/quotation, as applicable, or failing that, for a maximum period of ninety (90) days from the date of submission to the Customer. When inviting Weidmann to submit a quotation, the Customer must notify Weidmann in writing (including in electronic text format) of all the applicable specifications, regulations and standards required to manufacture the product, undertake delivery and/or to provide the other services.

Prices, price lists, illustrations, performance descriptions, information and specifications contained in Weidmann brochures, catalogues, data sheets or homepages are given for information purposes only, shall not be binding on Weidmann, and Weidmann may modify such information as it may deem necessary; unless Weidmann expressly describes them in the Order Confirmation as being binding.

Orders by the Customer shall be made in writing or in electronic text format. Orders only become binding on Weidmann with the Order Confirmation from Weidmann in writing or in electronic text format (hereinafter referred to as "**Order Confirmation**"). The Order Confirmation from Weidmann alone is the decisive factor for the content of the contract, including the enclosed application and operating instructions, as well as the technical datasheets. Individual specifications or special conditions in an Order Confirmation shall apply in addition to these GTCS D and prevail in case of contradiction; they are valid only for the specific Order.

The Order Confirmation or rejection must be explicit and in writing (including in electronic text format), and there is no time period after which an order sent to Weidmann could be presumed as confirmed.

Orders are not cancelable. Any modification of an order requested by the Customer requires a new Order Confirmation by Weidmann. Otherwise, the initial Order Confirmation remains applicable. Requests for modifications may result in an alteration of quoted prices and the delivery deadlines, as well as in compensation for already manufactured/assembled products and sourced materials.

### 3 Delivery Date

The decisive date is the date in accordance with the Order Confirmation. Compliance with Weidmann's delivery obligation presupposes that the Customer's obligations are fulfilled on time and fully.

The delivery date will be extended appropriately if the Customer fails to arrange official formalities or provide surety instruments, if any, or if Weidmann receives important technical specifications only after the Order Confirmation.

Weidmann is entitled to make partial deliveries.

The delivery date is considered to be met if, as part of the procedure, Weidmann has handed over the products that have been ordered on site in accordance with the applicable INCOTERMS (see article 4 below and INCOTERMS 2020).

### 4 INCOTERMS

Unless there is a different written agreement, deliveries will be undertaken by Weidmann to the Customer in accordance with FCA (Fee Carrier) Origin Weidmann premises Rapperswil-Jona SG, Switzerland (INCOTERMS 2020), which shall also be the place of performance for the delivery and any subsequent performance. Unless otherwise agreed, Weidmann shall be entitled to determine packaging itself. Special requests regarding packaging, dispatch and insurance are to be notified to Weidmann sufficiently in advance and may have price impact to be borne by Customer.

### 5 Delay in Delivery

Failure by Weidmann to meet the delivery date entitles the Customer to withdraw from the contract only if delivery does not take place after the written reminder by Customer and the expiry of an appropriate period of grace provided to Weidmann on a case-by-case basis.

In the event of force majeure, Weidmann is entitled to an appropriate extension of the agreed delivery dates. Force majeure is considered to mean unavoidable events such as natural disasters of any kind, in particular severe weather, earthquakes, floods, volcanic eruptions, but also fire, traffic accidents, hostage-taking, war, unrest, civil war, revolution, terrorism, sabotage, strikes, closure of borders, pandemic/epidemic, etc. If the force majeure continues for more than 6 (six) months, either Party can withdraw from the

corresponding delivery contract without liability and with immediate effect.

If Weidmann is prevented from fulfilling its obligations due to the occurrence of other circumstances outside its control, such as delays in delivery of essential raw materials due to their shortage for whatever reason, supply chain issues, scarcity of sourced materials and sourced products or components, or public transportation strikes affecting cargo transport, which Weidmann has not been able to avert despite exercising reasonable care within the applicable circumstances, such circumstances shall also be considered force majeure and the delivery period shall be extended by a reasonable length of time, provided that delivery or performance does not become permanently impossible and/or the mutual contract is frustrated as a result. The delivery period may in such cases be extended by a maximum of 8 (eight) weeks. After the expiry of this extended delivery period, both Weidmann and the Customer may withdraw from the contract without the other party to the contract thereby being able to derive any claims for compensation.

Weidmann's statutory rights, in particular in case of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance) remain unaffected.

The Customer is entitled to compensation for losses caused by the delay, insofar as he can provide evidence to Weidmann of Weidmann's intent or gross negligence.

### 6 Prices

Unless otherwise stated in the Order Confirmation, Weidmann's prices are understood to be in Swiss francs and FCA Origin premises Rapperswil-Jona SG, Switzerland (INCOTERMS 2020) and without any deductions whatsoever.

Unless otherwise agreed in an individual case, Weidmann's prices that are valid at the time of the Order Confirmation or stated therein shall apply, including standard packaging only, plus statutory VAT or sales tax.

The Customer shall bear the transport costs FCA and the costs of any transport insurance or packaging requested by the Customer, unless expressly agreed otherwise.

All prices are quoted as net prices and do not include goods and services tax, sales tax, value added tax or similar taxes. Accordingly, in addition to the price specified herein, the amount of any present or future tax applicable to the sale and delivery of goods shall be paid additionally by the Customer.

In the event of raw materials' dependent products (e.g., wood, wood pulp, etc.) the definitive prices shall be determined as of the day prior to the Order Confirmation based on the quoted raw material stock exchange rate or index.

In addition, an appropriate price adjustment shall apply if:

- The delivery time has been subsequently extended due to any reason stated in paragraph 5 (force majeure or scarcity), or
- The nature or the scope of the agreed products to be supplied has changed.

### 7 Terms of Payment

Without a written agreement to the contrary, the payment term is 30 (thirty) days net from the date of the invoice. Said payment term is subject to credit approval by Weidmann. The Customer is not entitled to make any deduction for skonto, cash discount, early payment, expenses, taxes, levies, fees, duties, claims and the like. Offsetting by the Customer of any counterclaims of the Customer with accounts receivable of Weidmann is expressly excluded.

New Customers and Customers with payment defaults in the past 12 (twelve) months shall pay net in advance unless otherwise agreed.

The dates of payment shall also be observed if transport or delivery of the products is delayed or prevented due to force majeure, or if minor, unimportant parts are missing, or if post-delivery work is to be carried out without the products being prevented from use.

All payment are made exclusively to Weidmann's bank account indicated on the invoice and shall be deemed effected only when we can unreservedly dispose of the full amount. Payments are credited against the eldest invoice due, namely for costs, interests, and principal performance.

### 8 Arrears of the Customer

If the Customer is in arrears with the payment of the purchase price or a purchase price instalment from the late payment of a contract, the Customer will be invoiced for all the consequential charges as well as interest on arrears of 8% (eight percent) p.a. as of the due date of the invoice, including potential further damages from default. When invoiced, the default shall commence without any further notice, automatically after the due date. The Customer must not withhold payments owing to complaints.

In addition, Weidmann has the right to retain deliveries from other contracts, which have already been concluded or to withdraw from these contracts until the Customer has provided sufficient security or pre-payment in an amount determined by Weidmann, without bearing any liability for it. Any application of agreed discounts and/or rebates is not allowed and is excluded if the Customer is in arrears with the payment of another invoice. Weidmann also has the right to unilaterally shorten payment terms.

If the Customer is in default with the payment of an invoice or if it becomes known after conclusion of the contract that, due to the Customer's unfavorable financial circumstances, it is questionable that Weidmann's claim will be satisfied (such as, cessation of payments, initiation of insolvency proceedings against the Customer, inability to pay debts as they fall due, entering into negotiations with its creditors with a view to restructuring debts, liquidation of the business, winding up, initiation of enforcement measures against the Customer or its assets, appointment of a liquidator, receiver, administrator, trustee in bankruptcy, or similar officer over the whole or any part of the assets or business), Weidmann shall be entitled to demand immediate payment of all outstanding invoices, including those not yet due, including current bills of exchange and deferred amounts, and to complete performance of concluded supply contracts only against provisions of surety instrument or payment in advance. In case of contracts for the production of custom-made products, Weidmann shall be entitled to declare withdrawal from the Agreement with immediate effect by giving written notice to the Insolvent Party. Any further claims based on the statutory provisions in the event of default remain unaffected hereby.

### 9 Transfer of Risk

The benefits and risk are transferred to the Customer in accordance with the agreed INCOTERMS, i.e. unless there is an agreement (in writing or in electronic text format) to the contrary, in accordance with FCA Origin Rapperswil-Jona SG, Switzerland (INCOTERMS 2020), including the risk of accidental loss and accidental deterioration of the products, as well as the risk of delay, at the latest when Weidmann loads the products on the Customer's transport, the Customer's forwarding agent or carrier, or when

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Weidmann delivers the products to a named place of delivery (i.e. FCA Origin premises Rapperswil-Jona SG, Switzerland).

If the Customer is in default in acceptance, fails to cooperate or if Weidmann's delivery is delayed for other reasons for which the Customer is responsible, Weidmann shall be entitled to demand compensation for the resulting loss, including additional expenses (e.g., storage costs). The statutory provisions regarding default in acceptance shall apply without restriction. In such event the risk shall pass to the Customer at the moment the products are deemed to have been delivered pursuant to the applicable INCOTERMS. In addition, Weidmann has the right to retain deliveries from other contracts, which have already been concluded or to withdraw from these contracts.

## 10 Retention of Ownership

Until full payment has been received by Weidmann and all claims resulting from the business relationship, including any claims still arising in this regard, are settled, the delivered and undelivered products remain the property of Weidmann. It is entitled to arrange for retention of title for the products delivered to the Customer to be entered if applicable in the corresponding register, without any further involvement of the Customer. The Customer must inform Weidmann immediately in writing (including in electronic text format) if an application for the opening of insolvency proceedings or seizure of Customer's assets is filed or if third parties have access to the products belonging to Weidmann. The products subject to retention of title must not be pledged to third parties or transferred by way of security before full payment of the secured claims.

Until power is revoked according to c) below, the Customer shall be entitled to resell and/or process the products subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

- a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combination of Weidmann's products, whereby we shall be considered the manufacturer. If, in the event of processing, mixing, or combining with products of third parties, their right of ownership remains, we shall acquire co-ownership at the ratio of the invoice values of the processed, mixed, or combined products. Otherwise, the same applies to the resulting product as to the products delivered subject to retention of title.
- b) The Customer hereby assigns to Weidmann as security all claims against third parties arising from the resale of the products or product, either in full or in the amount of any co-ownership share we have in accordance with the above paragraph a). We hereby accept the assignment.
- c) In addition to Weidmann, the Customer remains authorized to collect the claim. We undertake not to collect the claim if the Customer meets its payment obligations to us and the Customer's ability to pay is not impaired. However, if this is the case, we may demand that the Customer informs us of the assigned claims and their debtors, provides all the information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the Customer's power to resell and process the products subject to retention of title.
- d) Weidmann shall release granted securities if their value exceeds the amount of our claims by more than 10%. On settlement of all our claims arising from the business relationship with the Customer, ownership of the reserved products and the assigned claims shall pass to the Customer.
- e) In order to assert retention of title, it is not necessary to withdraw from the contract.

If the Customer acts in breach of contract, in particular if it fails to pay the purchase price that is due, Weidmann shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand return of the products on the basis of retention of title. The demand for return of the products does not at the same time constitute a declaration of withdrawal - we shall in fact be entitled to demand return of the products only and reserve the right of withdrawal.

## 11 Warranty

### 11.1 Requirement to Give Notice of Defects

The Customer must inspect the products within 5 (five) working days of receipt and notify Weidmann in writing (or in electronic text format) immediately of any defects discovered, precisely indicating the circumstances and type of defects being notified. If the defect or the deficiency could not be discovered during the inspection with due diligence (hidden defect), the Customer shall notify Weidmann in writing immediately, but no later than within twenty-four (24) hours after discovering it. The notification shall include a full description of the alleged defects and deficiencies and information about the moment of discovering it.

Weidmann reserves the right to inspect the alleged default or deficiencies in the products after receiving a notification from the Customer. The place and time of the inspection shall be agreed with the Customer.

If the Customer fails to carry out the proper inspection and/or to report defects within the notice period set forth above, Weidmann's liability for the defect that has not been reported or has not been reported in time or not properly as stated herein shall be excluded and any claims by Customer forfeited. Any claim of the Customer with regard to delivered products shall also be forfeited if the defects or deficiencies were caused by improper handling, use, storage or handling of the products by the Customer or other entities, the Customer has prevented Weidmann from investigating the products for defaults and deficiencies or the products have been processed or mixed and it is impossible to identify them as products originating from Weidmann.

With regards to the deficiencies and defaults of any kind the Customer shall not be entitled to any rights or claims other than those expressly stipulated herein. Potential complaints do not have any effect on the payment obligation of the Customer.

### 11.2 Scope of the Warranty

There is only a liability for defects if and to the extent the agreement between Weidmann and the Customer or Weidmann's Order Confirmation contains specifications regarding the quality of products or product descriptions. Weidmann warrants that its products are free from material, design, and manufacturing faults. If a product is defective, Weidmann shall repair or replace the delivery of defective products, at Weidmann's free choice, excluding further statutory remedies. In the event of a warranty for guaranteed characteristics, Weidmann may, at its free choice, make an appropriate reduction in the purchase price or withdraw from the contract if the defect is so serious that it cannot be rectified within an appropriate period or the rectification would be too costly for Weidmann. In the event of a replacement delivery, the Customer shall return the defective products to Weidmann if so requested by Weidmann. It is not permitted to return products delivered by Weidmann without a prior written consent of Weidmann. Except as otherwise stated herein or agreed between the parties, any return shipments shall always be at the expense and risk of the Customer. Subsequent performance does not include uninstalling the defective products or reinstallation. If there is in fact no defect, Weidmann may demand

reimbursement from the Customer of the costs incurred as a result of the unjustified demand for rectification of defects. Weidmann is liable for guaranteed characteristics which are expressly described as such in the written Order Confirmation. Weidmann assumes no warranty if the Customer has undertaken inappropriate changes, installation, maintenance, incorrect operation, repairs (e.g., non-use of original spare parts) or for normal wear and tear to the products delivered, disregards Weidmann's instructions for use or for damage caused during transport. The product warranty does not extend to cosmetic defects which do not affect the functionality of the products. Any further warranty including liability for auxiliary persons or consequential, indirect or punitive damages is excluded. The regulation in accordance with Art. 199 of the Swiss Code of Obligations remains reserved.

Unless otherwise provided for in these GTCSD, including the provisions below, Weidmann shall only be liable to pay damages for fault, in the event of intent and gross negligence.

The limitations of liability hereunder shall also apply to breaches of duty by or in favor of persons for whose fault we are responsible under the statutory provisions. They do not apply if we have fraudulently concealed a defect.

For a breach of obligation that does not consist in a defect, the Customer may only withdraw or terminate the contract if Weidmann is responsible for the breach of obligation.

An unrestricted right for the Customer to terminate the contract is excluded.

There shall be no claims for material defects if the defect or damage is due to wear and tear as a result of normal use, if the defect or damage relates to spare parts and those assemblies and parts that have to be replaced regularly or if the defect or damage has arisen because the Customer has not reported a defect within the defined timeframe or if the products have been handled incorrectly or overused. Where Weidmann's liability is limited or excluded, the liability of our employees, representatives and any other agents shall be limited or excluded as well.

The warranty rights and remedies cannot be assigned to any third party without the prior written approval of Weidmann.

THE WARRANTIES SET FORTH IN THIS SECTION 11.2 ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO COURSE OF DEALING AND NO PRODUCT DESCRIPTION SHALL BE DEEMED A WARRANTY OF ANY GOODS DELIVERABLE BY WEIDMANN.

### 11.3 Duration

The general period of limitation for claims arising from material defects and defects of title shall correspond to the warranty period of 24 (twenty four) months calculated as of the day of hand-over to the carrier (FCA Origin), unless subject to a different warranty period that has been agreed separately in writing, or unless applying the statutory limitation provisions would lead to a different limitation period in individual cases. In case of partial deliveries, the period mentioned before shall be enforced individually. For further details regarding the shelf life of our products please refer to our "Shelf Life Recommendation" ([www.weidmann-electrical.com/shelflife](http://www.weidmann-electrical.com/shelflife)). Weidmann is not responsible for damage resulting from either faulty usage, storage, or alteration of the products by the Customer or third parties.

For replaced or repaired products or parts of products, the warranty period ends with the expiry of the original warranty period unless there are mandatory provisions of applicable law, which regulate this issue differently.

The warranty expires prematurely and with immediate effect if the Customer or a third party perform inappropriate modifications or repairs or if the Customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage or does not inform Weidmann as stated in paragraph 11.1.

### 12 Limitation of liability

The liability of Weidmann under the sale and delivery agreements shall be limited to the fulfillment of the contractual obligations and shall be limited in every case to compensation for direct damages. Any other liability, including, but not limited to indirect, punitive, and consequential damages, loss of profit, loss of revenues, loss of data, loss of use, is hereby expressly excluded to the extent permissible by law. In no event the liability of Weidmann shall exceed the value set forth in the Order Confirmation.

The liability for slight negligence is excluded.

The liability of Weidmann towards Customer, under any title (sale and delivery agreements, GTCSD, tort, etc.), shall be limited to the purchase price paid by Customer i.e. the invoice price of the quantities of products or services as to which the claim is made.

If persons are injured, property of third parties (including end customers) is damaged or other damage occurs due to acts or omissions of the Customer or its auxiliary persons and Weidmann is held liable for this reason, Weidmann shall have a right of recourse against the Customer. The Customer shall fully indemnify and hold Weidmann harmless against any and all such claims, losses, liabilities, and expenses (including attorney's fees and other litigation or settlement costs), whereby Weidmann shall provide the Customer with copies of the relevant documents. The foregoing duty of Buyer to hold harmless, defend and indemnify Weidmann shall not apply to the extent such claim, loss, liability or expense results from the willful misconduct or gross negligence of Weidmann.

### 13 Terms and Conditions of the Customer

The Customer expressly waives applicability of its own terms and conditions.

### 14 Privacy Policy and Data Processing

Entering a business relationship, Customer provides Weidmann with personal data:

- Title, name, surname of the Customer's representatives/data subject having contact with Weidmann;
- Email addresses of the representatives/data subjects;
- Customer's company address;
- Telephone number of the representatives/data subjects;
- Additional info needed for maintaining a business relationship.

Weidmann collects said personal data:

- to identify the Customer;
- to fulfill on the Customer's orders;
- to correspond with the Customer for invoicing and collection purposes for possible warranty handling, as well as for the enforcement of potential claims against the Customer.

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The data controller, within the meaning of the GDPR, the Swiss Data Protection Act (FADP), and other data protection laws applicable, is Weidmann. Data processing is conducted based on the wish of the Customer to fulfill its order and satisfy the contractual obligations, as well as based on Weidmann's legal obligations (e.g., mandatory content of invoices). Therefore, data processing is reasonable and justifiable according to Article 6 Para. 1 Lit. b GDPR and Article 31 Para. 2 Lit. b FADP. For technical reasons, it can be required that data is saved on servers of other companies associated with Weidmann or Weidmann's contractors (who are appointed as per specification of art. 28 GDPR). The personal data of the Customer's representative(s) and employees in contact with Weidmann is being saved as long as the business relationship is ongoing and at least 10 (ten) years beyond (especially based on regulations stipulating archiving periods for financially-related data).

According to GDPR, the Customer's representatives can rely on the following rights:

- right of access to the data by the data subject, see art. 15 GDPR
- right to rectification of the data, see art. 16 GDPR
- right to erasure the data, see art. 17 GDPR
- right to restriction of processing the data, see art. 18 GDPR
- right to data portability, see art. 20 GDPR
- right to lodge a complaint with a supervisory authority, see art. 77 GDPR

The Customer's representative/data subject shall have the right to object (according to Art. 21 GDPR) at any time to processing of its personal data, based on grounds relating to his or her particular situation and/or on basis of a legitimate interest, according to art. 6 Abs. 1 lit. f GDPR. This right to object can be exercised by sending an email to [dpo@weidmann-group.com](mailto:dpo@weidmann-group.com).

In return, the Customer is obliged to comply with the international standards of the EU GDPR, as well as other locally applicable laws, regulations and provisions pertaining to data protection and otherwise. In case of violation of those laws and regulations, the Customer agrees to indemnify and hold Weidmann harmless from any damage occurred and/or claimed.

In addition to the above, the provisions of Weidmann's data protection policy (available at <https://www.weidmann-group.com/wp-content/uploads/Weidmann-Privacy-Notice-for-Business-Partners.pdf>) shall apply.

## 15 Business and Technical Information - Confidentiality

Tools, molds, models, samples, materials, parts, plans, drafts, drawings, data storage mediums, process descriptions, calculations, conditions, economic terms, prices as well as any other documentation or information ("**Business and Technical Information**") which Weidmann provides to the Customer for or during implementation of sale, delivery or service remain Weidmann's sole property. Property rights embodied therein belong exclusively to Weidmann. The Customer is neither entitled to file applications for industrial property rights nor to claim any right of prior use. Granting of licenses or other rights of use has not been agreed.

Weidmann's Business and Technical Information which we provide to the Customer or which the Customer became aware of otherwise, must not be disclosed, passed on to third parties, duplicated, reproduced, analyzed, or used for any other purpose than the one agreed, without our prior written consent. This does not apply to information of which the Customer is able to provide written proof that a) it was publicly known when it has been provided or has become known afterwards without a violation of confidentiality by the Customer, b) it has already been known to the Customer when it has been provided or c) it has been passed on to the Customer by a third party without breaching any confidentiality obligation.

Employees of the Customer shall only get to know or come into contact with Weidmann's Business and Technical Information if and to the extent necessary due to their area of responsibility to fulfil Customers rights or obligations in connection with Weidmann's delivery of the products (strict need-to-know principle) and each of these employees shall be separately bound by an obligation to secrecy before disclosure or passing on of information. This equally applies to third parties and their employees.

The Customer undertakes to treat Weidmann's Business and Technical Information with proper care, mark it as our property, protect it by means of necessary and appropriate safety measures, to insure it, and to store it so that it can be separated from other information at any time.

The Customer undertakes to immediately cease the use of Weidmann's Business and Technical Information, including any possible duplications, reproductions, or analysis if a sale, delivery, or service will not be executed or if the contractual cooperation has been terminated. Weidmann's Business and Technical Information shall immediately and completely be returned, including any possible duplications, reproductions, or analyses, or, if return is impossible because of the information's nature, be irretrievably destroyed. The Customer must confirm us its complete return or destruction in writing. There is no right of retention.

The confidentiality obligation shall exist for 10 (ten) years from termination of contractual relationship between us and the Customer unless otherwise agreed in writing.

## 16 Intellectual property rights

Drawings, technical documents, models, masters, samples, drafts, designs etc. as well as all registered and unregistered intellectual property rights, in connection with the products of Weidmann remain the sole property of Weidmann and its affiliates. The Customer is not permitted to use for purposes other than those for which they were handed over, or to reproduce or pass on to third parties any drawings, samples, drafts, designs etc. without Weidmann's prior written consent.

If Weidmann manufactures products according to drawings, technical documents, models, or masters provided to Weidmann by the Customer, Weidmann does not accept any responsibility for the infringement of intellectual property rights of third parties and claims resulting therefrom. The Customer shall fully indemnify Weidmann for any third party claims that might arise therefrom.

## 17 Amendment

Amendments and deviations from these GTCSD, cancellation of and withdrawal from contracts, as well as amendments to the latter require the express written consent of Weidmann for their legal validity.

If any provision contained herein or any application thereof shall for any reason be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of the

GTCSD shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

## 18 Law to be applied and place of jurisdiction

These GTCSD, all sale and supply agreements that are subject to these GTCSD as well as any other legal relationships between Weidmann and the Customer or any disputes arising from orders from, or other agreements with the Customer shall be subject to substantive Swiss laws, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980. The place of performance for payments as well as the exclusive place of jurisdiction is Rapperswil SG, Switzerland for both parties. However, Weidmann is also entitled to bring proceedings against the Customer at our discretion at the court that has jurisdiction over its registered office.

Both Weidmann and the Customer shall endeavor to primarily resolve any potential dispute amicably.

Insofar as clauses defined in the Incoterms are agreed, the Incoterms in their latest version shall apply.

Rapperswil-Jona, 10 February 2025

Addendum to the General Terms and Conditions of Sale and Delivery

**In case of sale from Weidmann in the USA (Weidmann Electrical Technology Inc.) the below stipulations shall apply additionally to the GTCSD:**

Ad 2 - Offers are revocable until accepted; acceptance by Weidmann can be by acknowledgment, performance, or any other conduct that recognizes the existence of a contract.

Ad 6 - Unless otherwise stated in the Order Confirmation, Weidmann's prices are understood to be in USD and FCA Origin (INCOTERMS 2020), being without any deductions whatsoever.

\*FCA Origin applies to each instance where the relevant parity is of consequence.

Ad 8 - Interest on arrears shall be equal to the lesser of 18% (eighteen percent) per annum or the highest rate of statutory default interest permitted under Vermont law.

\*Customer hereby grants to Weidmann a purchase money security interest in all Products sold to Buyer as security for the due and punctual performance by Customer of its obligations hereunder. Customer hereby authorizes Weidmann to file a financing statement evidencing such security interest, and Customer agrees to execute such document.

Ad 11.3 - The general period of limitation for claims arising from material defects and defects of title shall correspond to the warranty period of 12 (twelve) months calculated as of the day of hand-over to the carrier (FCA Origin), unless subject to a different warranty period that has been agreed separately in writing, or unless applying the statutory limitation provisions would lead to a different limitation period in individual cases, or in case of Products with a shelf-life of less than 12 months which may be found at [www.weidmann-electrical.com/shelflife](http://www.weidmann-electrical.com/shelflife).

Ad 18 - This Agreement shall be governed by the substantive laws of the State of Vermont, without regard to the conflicts of laws rules hereof. The UN Convention on Contracts for The International Sale of Goods shall not apply to this Agreement. Buyer agrees to waive its rights to a trial by jury in any dispute under this Agreement. The parties hereby submit to the jurisdiction of any Vermont state or federal court sitting in Vermont over any action or proceeding arising out of or relating to this Agreement, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Vermont state or federal court. All controversies and claims arising out of or relating to any contract between Weidmann and Customer, or the breach thereof must be instituted within one year after the occurrence giving rise to the controversy or claim.