General terms and conditions of purchase and delivery

1 Scope of Application

1.1 These General Terms and Conditions of Purchase and Delivery (GTCP) apply to all purchases (products and services) made by UIKER ANTRIEBSTECHNIK AG (hereinafter «UIKER»).

1.2 By fulfilling the order, the supplier acknowledges these GTCP as the sole valid basis of the contract. Any deviating or additional terms and conditions of the supplier shall only be recognized to the extent that UIKER expressly confirms them in writing. All other terms and conditions of the supplier that conflict with the GTCP shall not be recognized.

1.3 Individual agreements between UIKER and the supplier that deviate from these GTCP are valid only in written form and take precedence over these GTCP.

1.4 UIKER reserves the right to amend these GTCP at any time. In such cases, the version provided to the supplier upon receipt of the order shall always apply.

1.5 These terms and conditions also apply to all futures transactions.

2 Assignment of UIKER Orders to Third Parties/Transfer of Rights and Obligations

2.1 The transfer of UIKER orders or partial orders to third parties requires the prior written consent of UIKER.

2.2 UIKER shall inform the supplier of the documentation and information that must be provided in advance regarding the third party (subcontractor or partner). Without UIKER's written consent, rights and/or obligations arising from the order may not be transferred to third parties, either in whole or in part.

2.3 The supplier shall be fully liable for the products and/or services procured from its subcontractors.

3 Access, Inspection, and Participation Rights

3.1 By accepting the order, the supplier grants UIKER, its customers, and the relevant regulatory authorities the right to access the affected areas of its facilities and to inspect the relevant documented information at all levels of the supply chain.

3.2 The supplier shall ensure, through appropriate agreements with its partners and subcontractors, that these rights of access, inspection, and participation are also granted.

4 Quality Standards

4.1 The supplier must ensure that its delivery complies with the state of the art, safety regulations, and the agreed-upon technical specifications. The supplier is obligated to implement an appropriate quality management system and maintain it for the duration of the business relationship with UIKER.

4.2 UIKER is entitled to conduct supplier audits to verify the supplier's quality assurance and/or to request documents, evidence, or certificates.

5 Provision of Materials

5.1 Material supplied by UIKER for the fulfillment of its own orders remains the property of UIKER. It must be labeled and stored separately until it is processed or worked on. Processing waste and leftover material must be returned to UIKER upon request.

6 Orders and Order Confirmations

6.1 UIKER orders are binding only if they have been placed in writing. The supplier must confirm the orders in writing within a period of three (3) business days.

7 Acceptance of Products and Services

7.1 Prior to shipment, the supplier shall verify the quantity, quality, and conformity of the delivered items with the specifications stated in the order and shall notify UIKER of any defects in writing in accordance with Section 11 «Reporting of Deviations (Defect Reports)».

7.2 UIKER undertakes to inspect the delivered products and/or rendered services within a reasonable period of time. Obvious defects are deemed to have been reported in a timely manner if UIKER sends the defect notification to the supplier within ten (10) business days of receiving the products or within thirty (30) business days of receiving the service. If the product delivery or the service provided complies with UIKER's order, they are deemed to have been accepted.

7.3 The supplier guarantees that the delivered products and services are free from defects and comply with the agreed specifications, warranted characteristics, and all applicable legal and regulatory requirements. If defects arise during use, the supplier must provide a replacement immediately and at its own expense and bear all consequential costs.

7.4 If, during an ongoing order, changes or innovations occur in relevant processes and/or manufacturing conditions - including production processes, manufacturing methods, qualifying approvals, other technical changes to manufacturing processes, and changes to service processes - the Supplier is obligated to inspect the delivery item for possible deviations and changes and to notify UIKER of the result in writing prior to implementation. See also Section 12 «Changes to Approved Development Data, Specifications, and/or Products».

7.5 If the Supplier fails to fulfill its obligations, UIKER reserves the right to withdraw from the order in whole or in part and to assert further claims.

8 Transfer of Title and Risk

8.1 Unless otherwise agreed, title and risk shall pass to UIKER upon acceptance of the delivery. If the shipping documents required in the order are not provided for a delivery, the delivery shall be stored at UIKER's premises at the supplier's expense and risk until the documents are received.

9 Ownership and Confidentiality

9.1 All technical documents provided by UIKER (illustrations, drawings, calculations, specifications, etc.) as well as samples, models, tools, molds, and other documents remain the property of UIKER.

9.2 The supplier is obligated to treat these documents as confidential and not to disclose them to third parties without UIKER's express written consent. The documents may be used exclusively for the manufacture and/or provision of the service in accordance with the UIKER order. Additionally, the «Confidentiality Agreement / NDA» document, in the version signed by both parties, applies if available.

9.3 The supplier shall store the technical documents, samples, models, molds, tools, or other documents provided by UIKER in an appropriate manner and protect them from damage

9.4 If the Supplier has any concerns regarding technical documents, samples, models, molds, tools, or other documents from UIKER, the Supplier must inform UIKER immediately and prior to the execution of the order.

9.5 All products and services manufactured using UIKER's documents or tools, or protected under the statutory provisions of industrial property law, may be supplied exclusively to UIKER. Delivery, loan, or demonstration to third parties is not permitted under any circumstances.

10 Archiving

10.1 The supplier undertakes to store all development and/or manufacturing documents, as well as the associated records, in a readable format, electronically and/or in paper form, with appropriate security measures. For product deliveries and services provided to the aviation, defense, aerospace, and medical industries, the retention period is 30 years; in all other cases, it is 10 years.

10.2 If the business relationship between UIKER and the supplier is terminated, the supplier shall transfer all development and/or manufacturing documents, as well as records created in connection with joint orders, to UIKER.

11 Reporting of Deviations (Error Reports)

11.1 The supplier is obligated to report all deviations (non-conformities) from approved design data and specifications to UIKER in writing, including a proposed correction if applicable. The decision regarding use as is, repair, or scrap shall be made by UIKER within a reasonable timeframe.

11.2 In the event of defects identified by UIKER (complaints), the supplier must acknowledge receipt of the complaint within one business day, submit an initial response with a proposed correction within two business days, and provide a complete statement, including a root cause analysis as well as corrective and preventive actions, no later than 14 calendar days after the complaint was filed. The statement must be submitted in writing, preferably in a structured format (e.g., 8D report).

11.3 The costs for any repairs, rework, or remanufacturing of the ordered products shall be borne by the supplier.

12 Changes to Approved Design Data, Specifications, and/or Products

12.1 The supplier is not authorized to make changes to approved design data, specifications, and/or products without UIKER's approval.

12.2 Requests for changes must be submitted in writing.

13 Third-Party Rights

13.1 The Supplier shall be fully liable to UIKER for all damages incurred by UIKER as a direct or indirect consequence of the Supplier's defective performance of the contract and shall fully indemnify UIKER against any claims for damages by third parties.

13.2 The Supplier is liable for ensuring that the use or resale of the ordered products/services does not infringe upon third-party intellectual property rights (patents, designs, models, etc.).

13.3 In any event, the Supplier shall fully indemnify UIKER.

14 Advertising

14.1 If the supplier wishes to refer to the business relationship with UIKER in its advertising, this requires the prior consent of UIKER.

15 Prices

15.1 The agreed prices are fixed prices and, unless otherwise agreed, apply free to destination. They include packaging, all public and private charges, and - for international orders - customs clearance.

16 Invoices and Payment Terms

16.1 Invoices must be sent to UIKER's central email address (mail@uiker.ch) immediately after delivery of the products and/or provision of the service. Invoices without the specified references (order and commission numbers) cannot be processed.

16.2 Payment of the invoice is due thirty (30) days after the products have been delivered and/or the services have been accepted (see Section 7, «Acceptance of Products and Services»).

16.3 The payment period begins on the date the invoice is received or, if the product delivery and/or provision of the service occurs after the invoice is received, on the later of these dates. Other payment terms must be agreed upon in writing.

16.4 UIKER is entitled to set-off and retention rights to the extent permitted by law.

16.5 Without prior written consent from UIKER, the supplier is not entitled to assign its claims against UIKER in whole or in part, nor to dispose of them in any other manner.

16.6 Advance payments will be made only against adequate security (e.g. bank guarantee).

17 Packaging and Accompanying Documentation

17.1 Packaging must be designed to effectively protect the products against damage and corrosion during transport and subsequent storage. The supplier is liable for any damage resulting from improper packaging. Return of packaging materials at the supplier's expense is possible.

17.2 Every delivery to UIKER must be accompanied by the documents specified in the order, in particular a delivery note (including order number, part number, commission number, material identification, and drawing number with index), release certificates, declarations of conformity, as well as test reports and certificates.

18 Delivery Dates and Consequences of Delay

18.1 The delivery date specified in the order is binding.

18.2 Partial deliveries and early deliveries are permitted only by agreement.

18.3 If the supplier foresees that timely delivery will not be possible in whole or in part, the supplier must immediately notify UIKER in writing, stating the reasons and the estimated duration of the delay.

18.4 If the confirmed delivery date is exceeded, UIKER reserves the right to cancel the order in whole or in part and to assert further claims.

19 Spare Parts

19.1 If the supplier intends to discontinue the sale of spare parts or cease their delivery, they must notify UIKER in writing at least six (6) months in advance.

20 Special Information

20.1 The supplier shall assign only qualified and appropriately trained employees to UIKER orders and ensure that they are aware of their contribution to the conformity and safety of the manufactured products as well as the importance of ethically correct conduct. UIKER refers to the applicable code of conduct in this regard.

20.2 The Supplier shall take appropriate measures to ensure that no counterfeit products or parts of dubious origin enter its facilities and, consequently, UIKER's manufacturing process.

20.3 The supplier is responsible for ensuring that its products comply with the relevant safety, environmental, and occupational safety regulations and provisions, as well as other requirements, in effect at the time of delivery. The supplier is liable for any violation of such provisions and, upon request, must indemnify and hold UIKER harmless from all claims by third parties.

20.4 The supplier shall inform UIKER of the risks posed by its product or service in the event of improper use.

21 Force Majeure

21.1 UIKER and/or the Supplier are obligated to immediately notify the other party of the occurrence of an event of force majeure - e.g., natural disasters, epidemics, acts of war, governmental measures, or strikes - or any other unforeseeable and unavoidable event.

21.2 As long as the event persists, either party is entitled to withdraw from the contract.

21.3 In the event of UIKER's withdrawal from the contract, the supplier is only entitled to reimbursement of the procurement or manufacturing costs already incurred by the supplier. This also applies if such circumstances occur with subcontractors.

22 Language and Interpretation

22.1 These General Terms and Conditions of Purchase and Delivery are published in German, French, Italian, and English. The German version is legally binding.

23 Severability Clause

23.1 Should one or more provisions of these General Terms and Conditions of Purchase and Delivery be invalid or void, the validity of the remaining provisions shall remain unaffected.

23.2 If a provision of these General Terms and Conditions of Purchase and Delivery becomes wholly or partially invalid or void, it shall be replaced by a valid provision that best corresponds to the economic purpose and intention of the original provision.

24 Final Provisions

24.1 Data protection regulations are of central importance to UIKER. The processing of personal data by UIKER is carried out in accordance with data protection legislation. General information on data protection, as well as on how UIKER processes personal data in connection with contact or the legal relationship with the supplier, is described in UIKER's data protection forms and forms an integral part of these GTCP.

24.2 The place of performance is the headquarters in Freienbach or - if agreed upon between UIKER and the supplier - a branch or production facility of UIKER.

24.3 **The place of jurisdiction is Freienbach, Schwyz.** Swiss substantive law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Valid from October 2026