

General Terms and Conditions of Purchase (as of July 2026, introduction from 1 January 2024)**1. Scope of application**

1.1 The following General Terms and Conditions of Purchase apply. Deviating conditions must be expressly agreed to by Hunkeler Systeme AG (Following HSA). They are applicable to all orders placed by HSA.

1.2 In addition to the provisions of these General Terms and Conditions of Purchase, only what has been agreed in writing (letter / email) shall be binding for both parties.

2. Quotation

2.1 With the enquiry, the supplier is requested to submit a written offer free of charge. By submitting a written offer, the feasibility is confirmed at the same time. In any case, only the written order from HSA is authoritative for the scope of the delivery. If the supplier does not specify a period of validity in his offer, this is binding for 90 days.

3. Order, Order confirmation and conclusion of contract

3.1 Orders and call-offs for goods and services (incl. framework agreement) are only binding if they have been placed in writing by HSA. A written order confirmation must be submitted in all cases. Verbal and telephone agreements as well as amendments, additions, specifications etc. must be confirmed in writing by both parties in order to be valid.

3.2 If the Supplier recognises errors or ambiguities in the order, in particular with regard to feasibility, quantity, price or deadline, the Purchaser shall be informed immediately in writing.

4. Pricing

4.1 Unless otherwise agreed, the prices set shall be fixed prices and shall remain unchanged throughout the entire processing of the order.

4.2 The agreed delivery clauses are based on the current INCOTERMS 2020. In the event of contradictions, the latter shall take precedence over these Terms and Conditions of Purchase.

4.3 In the event of late delivery of requested documents or material certificates, HSA reserves the right to extend the agreed payment period accordingly.

5. Realisation of the order

5.1 In the absence of special technical specifications, material or quality regulations, open questions must be clarified in writing with HSA before the order is executed.

5.2 Changes to the primary material, the manufacturing process, the subcontractor or the production facilities used for manufacturing may only be made if the supplier has received HSA's prior written consent.

5.3 The commissioning of subcontractors and sub-suppliers does not release the Supplier from its exclusive responsibility for the entire order.

5.4 The quality assurance regulations in accordance with the ISO 9001/14001 standard or similar quality/environmental standards in the currently valid version must be complied with during execution.

5.5 The supplier shall submit a written, duly and legally signed declaration of the customs origin of the goods (preferential proof of origin) containing all necessary information. This declaration must be sent to HSA with the first delivery at the latest. The supplier shall inform HSA immediately if a delivery is subject in whole or in part to export restrictions, changes in the preferential origin of goods, etc. under national or other law. The customs tariff number must be indicated for goods, for listed goods also the national list number and that of the USA if the goods are subject to U.S. re-export regulations. Preferential certificates of origin as well as declarations of conformity and labelling of the country of origin or destination must be submitted unsolicited, non-preferential certificates of origin on request.

5.6 The supplier undertakes to comply with all laws and regulations applicable to the product in their respective current version (e.g. Machinery Directive / MaschV, EC Directive) and to provide the correspondingly prescribed declarations of conformity and associated documentation. All technical work equipment must comply with the recognised rules of technology, the occupational safety and accident prevention regulations and must be equipped with protective devices against accidents and occupational diseases.

5.7 The Supplier has implemented appropriate measures to ensure that the Supplier's deliveries and services comply with the requirements arising from Section 1502 of the Dodd-Frank Act with regard to the use of so-called conflict minerals (e.g. tantalum, tungsten, tin or gold).

5.8 If the product deviates from the defined specification, HSA reserves the right to charge a processing fee irrespective of the assertion of further claims to which it is entitled.

5.9 The supplier carries out the quality inspection before dispatching the goods/order and documents this accordingly. In principle, HSA does not carry out an incoming goods inspection. Defects will be reported as soon as they are discovered. The supplier guarantees that the delivery has the agreed properties as well as those properties that HSA may expect in good faith even without a special agreement (e.g. suitability for the intended use, current state of the art, legal conformity, etc.).

6. Delivery time and consequences of delay

- 6.1 Delivery must be made on the agreed delivery date (fixed date) at the place of destination. A delivery note must be enclosed with each consignment and each item of goods must be clearly labelled.
- 6.2 Delivery notes must contain the following information:
 - a. our order number, order item, (material number)
 - b. Order number, name of the contact person
 - c. the exact delivery quantity and description of the goods
 - d. Details of partial or remaining deliveries
- 6.3 The supplier undertakes to report any missed deadlines in good time. If the delivery date is not met, the supplier shall be in default upon expiry of this date. HSA is exempt from the obligation to send reminders.
- 6.4 The supplier can only invoke the absence of necessary documents or supplementary objects or individual parts to be supplied by HSA if he has requested these in good time. The delivery time will then be extended appropriately.
- 6.5 If it can be foreseen before the delivery is due that the Supplier will exceed the delivery date, the Customer may withdraw from the contract and waive the delivery. In this case, the Supplier shall not be entitled to compensation.
- 6.6 Over-deliveries require the prior written consent of HSA. If the supplier produces to stock without a corresponding order, HSA is under no obligation to take delivery.
- 6.7 Deliveries before the agreed dates require the prior written consent of HSA. Without this consent, HSA may return the goods delivered too early at the supplier's expense and risk or store them at a third-party location until the due date and suspend payment of the invoice until the agreed delivery date.

7. Transport, risk, insurance and packaging

- 7.1 The transfer of benefit and risk takes place at the time of delivery at the place of destination and is specified by INCOTERMS 2020 in the version valid at the time of conclusion of the contract. In the event of contradictions, the latter shall take precedence over these Terms and Conditions of Purchase.
- 7.2 Additional expenses due to partial deliveries or freight surcharges (express, express goods) as a result of delivery delays are only accepted if they are caused by HSA and have been confirmed in writing in advance.
- 7.3 The supplier bears full responsibility for proper packaging. The packaging must effectively protect the delivery items against damage and corrosion during transport.

8. Disposal

- 8.1 If the delivered products contain environmentally hazardous substances within the meaning of the statutory provisions, the supplier guarantees HSA the right of return.
- 8.2 HSA is in any case entitled to return packaging, containers, etc. and the goods delivered by it to the supplier free of charge for proper disposal.

9. Spare parts

- 9.1 The supplier shall ensure that spare parts or compatible replacement solutions can be supplied on reasonable terms for all products supplied by him for at least 10 years after the last delivery or after cancellation.

10. Warranty and complaints

- 10.1 The warranty period is 12 months from delivery of the goods; individually and separately agreed warranty conditions are recorded in writing in the order. HSA expects the goods to be delivered by the supplier in a defect-free condition and is not obliged to check the supplier's goods for defects upon delivery, even on a random basis. If there is a case of warranty due to defects in the delivery, HSA has the free choice to demand cancellation, reduction, rectification by the supplier himself or a third party or delivery of other goods corresponding to the order, with or without compensation. If rectification is carried out or a replacement delivery is made, the warranty period begins anew.
- 10.2 The supplier must ensure the traceability of the delivered products for electronic components and for all parts for which this requirement is demanded in the product specification. Upon request, HSA must be granted access to all manufacturing documents. In the event of a detected defect, traceability must be possible in such a way that the quantities of defective parts / products can be reasonably localised.
- 10.3 The supplier confirms that no industrial property rights or other rights of third parties are infringed by the use or disposal of the delivery items. The supplier shall indemnify and hold HSA harmless in this respect and shall in any case enable the use of the service.

11. Technical documents / confidentiality

- 11.1 All information, drawings, orders, devices, etc. that HSA provides to the supplier for the manufacture of the delivery item may not be used for other purposes, reproduced or made accessible to third parties. HSA is entitled to any copyrights. Upon request, all documents including all copies or reproductions must be returned to HSA immediately and all electronically stored data must be deleted. If no delivery is made, the supplier must hand over the documents and all copies to HSA without request.
- 11.2 Publications for advertising purposes in which the logo or products of HSA are mentioned or depicted require the prior written consent of HSA.
- 11.3 Subcontractors and sub-suppliers engaged by the supplier must undertake to maintain the same confidentiality vis-à-vis the supplier as the supplier has undertaken to maintain. In the event of a breach of confidentiality obligations by sub-suppliers or subcontractors, the supplier shall be jointly and severally liable to HSA with the sub-supplier or subcontractor.

12. Right of inspection at the supplier and work at HSA

- 12.1 HSA is authorised to check the execution of the order. This neither changes nor restricts the supplier's obligation to fulfil the contract. HSA may carry out quality audits at the supplier or its subcontractors after prior notification.
- 12.2 When working on the premises of HSA and on behalf of HSA, the general and local safety regulations must be observed in addition to these General Terms and Conditions of Purchase.

13. Invoice and terms of payment

- 13.1 A separate invoice must be sent for each delivery immediately after dispatch of the goods. The invoice must contain the same reference details as the delivery note/order (in accordance with 6.2).
- 13.2 Unless otherwise agreed, payment shall be made either 30 days after receipt of the goods and invoice net or 10 days after receipt of the goods with the agreed discount; the right to offset against counterclaims shall remain reserved.
- 13.3 The supplier is not authorised to assign claims against HSA to third parties.

14. Sustainability

- 14.1 The supplier agrees to conduct all of its business activities, both domestically and abroad, in a sustainable and responsible manner. The PPWR (Packaging and Packaging Waste Regulation) of the new EU Packaging Regulation (Regulation (EU) 2025/40) also applies. In doing so, the Supplier must comply with applicable environmental, social, and governance standards (ESG/CSR) as well as all applicable legal requirements. The Supplier must implement or maintain an effective environmental management system in accordance with ISO 14001 or demonstrate that it has implemented equivalent measures. HSA reserves the right to request relevant evidence or certifications upon request.

15. Place of fulfilment and jurisdiction

- 15.1 The place of fulfilment for delivery and payment is the location CH-4806 Wikon, Switzerland.
- 15.2 The place of jurisdiction for the supplier and HSA is Willisau, Switzerland. HSA is also entitled to sue the supplier at its registered office.
- 15.3 Swiss law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods of 1980 (Vienna Sales Convention).
- 15.4 Should a clause of this document be invalid, this shall not affect the validity of the remaining clauses. These Terms and Conditions of Purchase replace all previous versions.