

These General Terms and Conditions apply and are an integral part of all contracts entered into between FAULHABER SA („FAULHABER“) and the Customer („Customer“). Deviating terms and conditions only apply if they have been expressly accepted by FAULHABER in writing. The Customer's general terms and conditions of purchase do not apply, even if FAULHABER does not expressly object to them. Any clarifications, information, individual recommendations or agreements on exceptional cases are only valid if they are expressly accepted by FAULHABER in writing.

FAULHABER reserves the right to amend these General Terms and Conditions at any time. The amendments apply from the time the Customer is notified that there are amendments; they apply to all contracts entered into after the Customer is notified.

**1) OFFER**

FAULHABER reserves the right to modify or withdraw its offer at any time, unless the offer expressly states that it is binding for a certain period of time. The Customer is not entitled to compensation of any kind if the offer is modified or withdrawn.

**2) ENTERING INTO THE CONTRACT**

A contract is only considered been entered into between FAULHABER and the Customer upon FAULHABER's written order confirmation or at the point in time at which FAULHABER begins to fulfill its contractual obligations. By entering into the contract, the Customer accepts without reservation these General Terms and Conditions which form an integral part of the contract.

In the event of any discrepancies between the content of the written order confirmation and these General Terms and Conditions, the order confirmation applies and is authoritative for the scope of the contractual obligations.

Other details or information provided by FAULHABER to the Customer in written or verbal form, by email or in any other form which are not included in the order confirmation are not binding for FAULHABER in any way.

All services provided by FAULHABER are aimed exclusively at customers who purchase and use the goods in connection with their commercial or professional activities. FAULHABER reserves the right to request confirmation from the customer of the use of the goods for commercial or professional purposes prior to conclusion of the contract.

**3) EXPORT CONTROL AND OTHER APPLICABLE LAWS**

The Customer acknowledges that the goods sold by FAULHABER may be subject to certain legal restrictions and governmental approvals, depending on the country of destination and the Customer's intended use of the goods. Unless expressly agreed otherwise, the Customer is solely responsible for compliance with such provisions and for obtaining any required approvals.

All deliveries and services by FAULHABER are subject to the proviso that there are no obstacles to performance due to national regulations or international regulations, in particular export control regulations, embargoes or other restrictions.

If required in order for authorities or FAULHABER to carry out export control inspections, upon request the Customer will provide FAULHABER without undue delay with all information regarding the final recipient, the final destination and the intended use of the goods that have been ordered and regarding export control restrictions applicable in this respect. The Customer also undertakes to provide all information and documents required for the export/transfer/import of the goods that have been ordered.

In the event of export inspections and/or approval procedures, the agreed delivery times will be extended by the duration of such export inspections and approval procedures. If approvals that are required are not granted or if delivery of the goods cannot be approved, the contract will be deemed not to have been entered into for the goods concerned; compensation claims are excluded in this context and with respect to deadlines that are exceeded in the aforementioned case to the extent permitted by law. FAULHABER is also entitled to terminate the contract without notice if the termination is necessary in order for FAULHABER to comply with national and international legal provisions.

In the event of termination pursuant to the preceding subsection, the assertion of damages or the assertion of other rights by the Customer due to termination is excluded to the extent permitted by law.

Before passing on the goods delivered by FAULHABER to third parties, the Customer will in particular check and ensure by appropriate measures that

- it does not, by passing the goods on to third parties, by brokering of contracts for such goods or by providing other economic resources in connection with such goods, directly or indirectly violate any embargo imposed by Switzerland, the European Union or - if applicable -, the United States of America and/or the United Nations, also taking into account any restrictions on domestic transactions and any prohibitions on circumvention;
- such goods are not intended for a prohibited use or use requiring authorization in relation to armaments, nuclear technology or weapons technology, unless any required authorizations have been obtained;
- the regulations of all relevant sanctions lists of Switzerland, the European Union and - if applicable - the United States of America and/or the United Nations concerning business transactions with companies, persons or organizations named therein are complied with;
- goods that are subject to authorization are not used for a purpose other than the one stated or for an end recipient other than the recipient indicated to FAULHABER.

The Customer also undertakes to state in the order whether the goods are or may be intended, in whole or in part, for the development, production of or use in nuclear, biological or chemical weapons („NBC Weapons“) or of carrier systems for the use of NBC Weapons or for the construction of facilities for NBC Weapons or their delivery systems. The Customer also undertakes not to export the goods to third countries without FAULHABER's prior written consent.

The Customer undertakes to inform FAULHABER in writing, at the latest when the order is placed, of the valid and applicable legal requirements, administrative regulations, technical requirements or other legal regulations in the importing country. The Customer undertakes to indemnify FAULHABER for any damage that the latter may incur in relation to the Customer's failure to provide information with regard to the use or the country of destination of the goods and the legal provisions applicable in the importing country, or if such information is provided too late, incorrectly or incompletely.

**4) PRICE**

The agreed price is the price stated in the order confirmation. The price is based on ICC Incoterms Ex Works valid at the time of the order from the FAULHABER delivery plant specified in the order confirmation. Unless expressly agreed otherwise, all ancillary costs (such as packaging, transport and insurance costs and costs for import/export authorization, certification and any other costs), fees, taxes, customs duties, sales taxes and all other charges will be borne in full by the Customer. FAULHABER reserves the right to adjust the prices if the cost of raw materials, wages or transport change in the period between order confirmation and the contractually agreed delivery date. If the price adjustment is more than 5 % of the price stated in the order confirmation, the Customer has the right to decline the delivery in writing within 10 days of being informed of the price adjustment. If the price adjustment that is more than 5 % only concerns part of the delivery, it is only possible to decline this part. The Customer's obligation to pay the purchase price will cease insofar as the Customer declines delivery due to a price adjustment of more than 5 %; any further claims of the Customer are excluded.

FAULHABER is also entitled to adjust prices and conditions to changed conditions if the documents and information that are provided by the Customer and are relevant to performance of services are incomplete or do not correspond to the actual circumstances. If the price adjustment is more than 10 % of the price stated in the order confirmation, the Customer has the right to decline the delivery in writing within 10 days of being informed of the price adjustment. If the price adjustment that is more than 10 % only concerns part of the delivery, it is only possible to decline this part. The Customer's obligation to pay the purchase price will cease insofar as the Customer declines delivery due to a price adjustment of more than 10 %; any further claims of the Customer are excluded. The Customer owes FAULHABER full compensation for all costs already incurred.

FAULHABER is also entitled to adjust prices and conditions to changed conditions if the Customer subsequently requests changes or additions to the scope of services. If the price adjustment is more than 10 % of the price stated in the order confirmation, the Customer has the right to waive the requested changes or additions to the scope of services.

**5) TERMS OF PAYMENT**

The payment deadlines and terms specified in the order confirmation and on the invoice are applicable. Invoices are payable within 10 days of the invoice date, unless otherwise stipulated.

The agreed payment deadlines must also be observed if (i) transport or delivery is delayed due to reasons for which FAULHABER is not responsible and/or (ii) the Customer asserts complaints or counterclaims. Any type of set-off against FAULHABER by the Customer is excluded.

In case of non-compliance with the payment deadline, the Customer is automatically in default, even without a reminder. From the time default occurs, FAULHABER will charge the Customer default interest at an annual interest rate of 7 %, plus the costs for notice of default. If FAULHABER has doubts regarding the creditworthiness of the Customer, it reserves the right to change the terms of payment and to set new conditions, in which it requires, for example, advance payment or security deposits or suspends the delivery of goods. Cheques and bills of exchange will only be regarded as payment when they have been finally cleared. No interest will be granted on advance payments that are made. If the Customer fails to perform the contract, FAULHABER will retain any advance payments made to cover any resulting damage, without prejudice to any and all rights to compensation in excess of the amount of the advance payments. FAULHABER reserves the right to terminate the contract and/or claim compensation and/or, if the goods have already been delivered to the Customer, to demand that the goods be returned if the Customer is in default in making payments or advance payments.

**6) DELIVERY**

The delivery date is the date specified in the order confirmation. The date is non-binding unless it is expressly designated in writing by FAULHABER as an assured delivery date. Delivery will be made in accordance with the ICC Incoterms - Ex Works valid at the time of the order by making the goods available at FAULHABER's delivery plant specified in the order confirmation, subject to any written agreements of the parties to the contrary. FAULHABER reserves the right to make any changes and adjustments to the goods that become necessary due to technical developments. The Customer must be informed of any significant technical changes. Partial deliveries are permissible. If the Customer does not comply with the terms of payment stipulated in the order confirmation, FAULHABER reserves the right to postpone the delivery date or not to make the delivery.

In the event of a delay in delivery, FAULHABER's liability for any damage incurred by the Customer is excluded to the extent permitted by law. The Customer can only exercise its right to rescind the contract after a reasonable grace period of at least 3 months has been set in writing and has expired without result.

The delivery date will be reasonably postponed and any claim by the Customer for compensation or termination of the contract is excluded if i) the data required by FAULHABER for the performance of the contract are not received by FAULHABER in good time or are subsequently changed by the Customer, or ii) hindrances occur due to force majeure or other circumstances which are not the responsibility of FAULHABER, such as wars, riots, natural disasters, epidemics, pandemics, strikes, boycotts, operational disruptions, late delivery by FAULHABER's suppliers, partial or complete destruction of production facilities, legal restrictions on the export/import of goods and measures taken by authorities, even if they occurred at FAULHABER's sub-suppliers. This also applies in particular to any delays in deliveries in connection with the Covid-19 pandemic, namely for example due to related staff shortages, delivery delays by FAULHABER's suppliers or delivery problems on the part of FAULHABER.

#### **7) TRANSFER OF BENEFITS AND RISK**

Benefits and risks transfer to the Customer at the time the goods are made available at FAULHABER's delivery plant, even if the parties have agreed on a different method of delivery and/or the transport has been organized by FAULHABER. If the delivery has been postponed at the Customer's request or for reasons beyond FAULHABER's control, the risk passes to the Customer no later than at the originally scheduled time. From this moment on, the goods are stored for the account and at the risk of the Customer. If the Customer does not pick up the goods within one year from the scheduled date, FAULHABER reserves the right to dispose of the goods as it sees fit, without having to compensate the Customer and without waiving its claim to performance or other contractual rights.

#### **8) RESERVATION OF TITLE**

The delivered goods remain FAULHABER's property until the price and any other receivables have been paid in full. The Customer is obliged to support FAULHABER in all measures that are necessary to protect FAULHABER's property. In particular, FAULHABER is entitled, at the Customer's expense, to have the reservation of title registered or noted in the relevant public registers or the like when the contract is entered into in accordance with the laws applicable in the country concerned and to carry out all necessary formalities. During the entire period of reservation of title, the Customer will maintain the goods and insure them against theft, damage, fire, water and other risks at its own expense. The Customer will also take all measures that are necessary to protect FAULHABER's property rights. In particular, the goods may not be pledged or sold until they have been paid in full. The Customer undertakes to inform FAULHABER without undue delay if the goods are seized or confiscated or if similar measures are taken by authorities or third parties; the Customer is liable for all damage arising from failure to notify FAULHABER without undue delay.

#### **9) TOOLS**

Tools, molds and/or other equipment required to manufacture the goods ordered by the Customer remain the exclusive property of FAULHABER, which may consequently dispose of them as it sees fit. Unless expressly agreed otherwise in writing, this also applies if the Customer has contributed financially in whole or in part to the costs of acquiring or manufacturing such tools, molds and/or equipment. Any claim by the Customer for compensation of any financial contribution is excluded.

#### **10) SAFETY REGULATIONS**

The Customer undertakes to conscientiously comply with the operating instructions and safety regulations provided with the goods and to instruct its own employees adequately to ensure that the goods are operated safely. The Customer must accept and apply any changes in operating instructions or safety regulations at any time at FAULHABER's request. Safety instructions and hazard warnings attached to the goods may not be removed and must be kept in perfect condition. Technical modifications to the goods that have been sold may only be made with FAULHABER's prior written consent.

#### **11) SOFTWARE**

Insofar as FAULHABER delivers software to the Customer and there are not any separate license terms that apply to it, the following is deemed to have been agreed: FAULHABER grants the Customer a simple non-exclusive license for the use of the program that is required in order to use the delivered goods. The license fee is included in the price of the goods sold to the Customer. The Customer is not entitled to a revised or an updated version of the program that is provided. If the Customer damages or deletes the program, FAULHABER will provide a replacement upon request, if it can be reasonably expected to do so. The Customer will bear the actual costs incurred in this respect and the additional costs for the extended or newer version of the program. The provisions of these General Terms and Conditions also apply to the software, in particular sections 12 to 14. Any program modification or extension by the Customer and any processing by third parties requires FAULHABER's written consent, otherwise any warranty claims are forfeited (including those for the goods sold).

#### **12) DOCUMENTATION AND INTELLECTUAL PROPERTY**

Cost estimates, drafts, drawings, software and other documents provided to the Customer remain the exclusive property of FAULHABER. The intellectual property for goods and software (including trademark rights) is the exclusive property

of FAULHABER even if the Customer was involved in development to execute a new product and/or program.

The Customer undertakes to treat all information and/or documents which FAULHABER has provided to the Customer as confidential, not to make them accessible to third parties, and to only use them for the purpose of fulfilling the contract.

The Customer undertakes to return the documentation provided by FAULHABER without undue delay on FAULHABER's first request.

#### **13) LIABILITY FOR DEFECTS AND WARRANTY**

FAULHABER warrants that its goods are free from defects in workmanship and materials. FAULHABER does not assume any further warranty; in particular the Customer must ensure that the goods are suitable for the purpose intended by it.

Defects that do not significantly limit the suitability of the item are excluded from the warranty. Also excluded from the warranty are damage due to normal wear and tear, the use of spare parts that are not original FAULHABER spare parts, the use of third party accessories that are not considered suitable by FAULHABER, insufficient maintenance, non-compliance with the operating regulations, incorrect use, excessive use, the use of unsuitable materials, chemical or electrolytic influences, corrosion, incorrect assembly of the goods or modifications to the goods carried out by the Customer or third parties. FAULHABER also does not assume any warranty for products manufactured with materials or tools provided by the Customer or with such materials that have already been processed by the Customer or third parties and for which i) FAULHABER has not received any technical specifications in writing, and ii) which have not been subjected to testing using quality and control parameters defined by FAULHABER.

The warranty period is 12 months and begins on delivery of the goods in accordance with section 6. For components that have been repaired/replaced, a new warranty period of 12 months commences for these components from the date of delivery of the repaired/replaced goods (Ex Works in accordance with section 6).

The Customer must inspect the condition of the goods as soon as possible after delivery pursuant to section 6 and report any complaints to FAULHABER in writing within 10 days of delivery of the goods pursuant to section 6. The goods are considered accepted after the end of the aforementioned 10-day period. Hidden defects discovered subsequently (during the warranty period) must be reported to FAULHABER in writing immediately, at the latest within 10 days. In its written complaint, the Customer must specifically indicate the batch of the defective goods and the nature of the defect that has been ascertained, and document the defect with clear photographs. The Customer undertakes to send FAULHABER the defective goods at FAULHABER's request, otherwise the Customer forfeits its warranty claims.

If FAULHABER considers the complaint to be justified and to have been made properly and in due time, FAULHABER may decide, at its own discretion, whether to repair or replace the goods free of charge or to credit the Customer for the reduced value of the goods. Goods that are replaced in whole or in part become the property of FAULHABER. Before defective goods are repaired or replaced, the Customer must dismantle or remove them at its own expense. The Customer will also bear other costs incurred by it, in particular, any transport costs and the costs for installation or mounting the repaired or replaced defect-free item.

All other claims and rights of the Customer to rectification of defects, compensation or to rescission of the contract and all other claims of the Customer are excluded to the extent permitted by law.

#### **14) LIABILITY**

Any liability of FAULHABER is excluded to the extent permitted by law, irrespective of the legal grounds. Accordingly, liability for auxiliary persons, in particular, is also completely excluded to the extent permitted by law.

#### **15) PLACE OF PERFORMANCE**

The place of performance of the contract and fulfillment of payment is the registered office of FAULHABER.

#### **16) MISCELLANEOUS**

Any amendment to the contract (including these General Terms and Conditions) must be confirmed by the parties in writing. If any provision of the contract (including these General Terms and Conditions) is partially or completely invalid, the parties will replace it with a new provision that is as consistent as possible with the old provision in legal and economic terms. The Customer may not assign any rights (and/or obligations) with respect to the present contract without FAULHABER's prior written consent.

#### **17) APPLICABLE LAW AND JURISDICTION**

All contractual and business relationships between FAULHABER and the Customer (including these General Terms and Conditions) shall be governed exclusively by Swiss substantive law; the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) of April 11, 1980, do not apply.

Exclusive place of jurisdiction for all disputes arising from or in connection with all contractual and business relations between FAULHABER and the Customer (including these General Terms and Conditions) is Lugano (Switzerland), to the exclusion of all other courts that may have jurisdiction. However, FAULHABER has the right to assert claims against the Customer before any other competent court.