

Schaltag is a leading supplier of electric control cabinets and other electrification solutions. Schaltag (comprising Schaltag AG, Switzerland, and Schaltag CZ s.r.o., Czech Republic) is setting up the following demands for its purchasing:

General Purchasing Terms and Conditions

1. General

Schaltag is basing its entire procurement on these Terms and Conditions of Purchase. By accepting the order, the supplier shall be deemed to have accepted them. Deviating or additional terms and conditions, in particular general terms and conditions of sale and delivery of suppliers, shall only apply if they have been expressly agreed in writing. Acceptance of the delivery or the making of payments by Schaltag shall not constitute acceptance of the supplier's terms and conditions. In the absence of agreement on the terms and conditions, the provisions of the Swiss Code of Obligations (OR) shall apply overridingly.

2. Order, order confirmation

Only orders placed or confirmed in writing by Schaltag are valid. If Schaltag does not receive a written statement from the supplier within 3 working days after the order has been placed, the order shall be deemed to have been accepted by the supplier. Schaltag's order and article numbers as well as our reference must be stated on all correspondence, delivery notes and invoices.

3. Subcontractor

The Supplier shall be entitled to execute the order through subcontractors if they also follow in detail these purchase conditions.

4. Prices

The prices quoted are fixed prices.

5. Delivery date

The delivery must arrive at the destination on the date specified as the delivery date. Partial or advance deliveries are only permitted with the express consent of Schaltag. Schaltag must be informed immediately of any foreseeable delays in delivery before the delivery date expires. If the delivery date is not met, the supplier shall automatically be in default without any further reminder. Schaltag is thus entitled to deduct a contractual penalty of 0.5% of the order value of the part in question per day that the delivery date is exceeded, up to a maximum of 10%, directly from the invoice total. Schaltag expressly reserves the right to further claims for damages.

6. Volume forecasts

Estimated quantities (forecasts) communicated in purchase orders or otherwise shall not be binding on the Buyer, notwithstanding the Supplier's obligation to execute all delivery calls received during the term of the purchase order. The notification of forecast

quantities does not oblige the buyer to take delivery of specific quantities during the term of the contract. The estimated quantities shall be reviewed by the buyer at regular intervals and adjusted if necessary. Only written delivery schedules of the buyer shall be authoritative for the quantities of goods and material procurement, capacity reservations and other advance planning. If, in the case of an order, the buyer is obliged in individual cases to notify the supplier of certain anticipated quantities, the buyer shall only be bound by this for a period of 30 days.

7. Transport, insurance

The prescribed mode of transport must be observed, even if carriage paid delivery has been agreed. Insurance shall be covered by Schaltag if third parties carry out the transport. The supplier is responsible for proper packaging appropriate to the type of transport. Loaned packaging that has been invoiced will not be paid for, but will be returned carriage paid.

8. Invoice, payment

Invoices shall be sent to Schaltag in duplicate with proof of origin in accordance with the relevant regulations. Payment shall be made in accordance with the agreed terms of payment. Payments made do not constitute a waiver of complaints.

9. Warranty, time limit, notice of defects

The supplier provides Schaltag with a full warranty of title and quality. As a specialist, the supplier warrants that the delivery item does not have any defects that impair its value or suitability, that it has the warranted characteristics and that it complies with the prescribed performance and specifications for the general purpose or the purpose of use made known to the supplier. The delivery item must comply with the relevant laws, technical safety and accident prevention regulations. The warranty period is 2 years and begins on the date of acceptance of the delivery item by Schaltag or commissioned third parties. Schaltag is not obliged to inspect the delivery item for defects upon delivery, even if only on a random sample basis. Defects may be reported at any time during the entire warranty period, before and/or after processing and/or resale. Defects must be notified as soon as they become known. We charge the Supplier an administrative fee if a complaint issue is made ([link to letter](#)). The defence of late notification of defects is excluded. If there is a case of warranty due to defects in the delivery, we shall have the free choice to demand cancellation of the contract, reduction of the purchase price, rectification by the supplier himself, a

third party or delivery of other goods corresponding to the order, in each case with or without compensation. Schaltag may make uniform use of these claims for the entire order or apply them to a specific part of the order. If rectification is carried out or a replacement delivery is made, the warranty period of 2 years shall start anew. In addition, we shall be compensated for any damage incurred in connection with the defect.

10. Recourse to warranty claims

Schaltag is entitled to pass on to the supplier all expenses incurred by Schaltag vis-à-vis its customers under warranty for defective or faulty goods of the supplier.

11. Product liability

The supplier has sufficient product liability and public liability insurance with local validity worldwide including USA/Canada. The dismantling and installation costs are also included. Proof of insurance cover shall be provided to Schaltag upon request.

12. Proofs of origin and export restrictions

Suppliers from Switzerland must provide proof of origin on the basis of the "Supplier's Declarations" ordinance and the Federal Customs Administration (FCA) endorsements contained therein. The supplier warrants that delivered goods comply with all relevant statutory provisions, and in the case of deliveries to a country other than the country of origin, also with such provisions of the country of destination. The supplier shall inform us immediately if a delivery is subject in whole or in part to export restrictions under national or any other law. For suppliers from member states of the European Union, the provisions of the Free Trade Agreement (Regulation EC) shall apply. The corresponding preference notes on the commercial invoices are valid as proof of origin. For suppliers from other countries, the corresponding origin regulations apply.

13. No Russian Products

In accordance with Regulation (EU) No. 833/2014, no iron and steel products from Russia are used in the manufacture of the goods/parts ordered by Schaltag.

14. Environmental legislation

The supplier undertakes that the goods comply with the provisions of the European Union Regulation (EC) No 1907/2006 (REACH Regulation) on the Registration, Evaluation, Authorisation and Restriction of Chemicals, as amended. Substances contained in the goods must - as far as required by the REACH

Regulation - be pre-registered or registered. In accordance with the provisions of the REACH Regulation, Schaltag shall be provided with safety data sheets and further required information. The Supplier further undertakes that the Goods comply with the provisions of the EU Directive 2011/65/EU ("RoHS") on the restriction of the use of certain hazardous substances in electrical and electronic equipment, as amended from time to time, or the national regulations implementing the Directive, and that they are suitable for RoHS-compliant manufacturing processes.

15. Intellectual property law

The supplier shall indemnify Schaltag with respect to the delivered goods or parts thereof against claims arising from the infringement of intellectual property rights of third parties such as patents, copyrights, trademarks and the like. The supplier undertakes to join any legal proceedings brought against Schaltag at its request, or to conduct the proceedings in its place at its own expense and/or to bear the costs and compensation consequences associated with the proceedings.

16. Data protection for natural persons

Under certain circumstances, Schaltag receives corresponding data of natural persons in connection with the contractual relationship, which is protected for natural persons under Swiss data protection law (DSG, DSV, VDSZ) (see also Privacy Policy on our website).

17. Copyright, documents

Drawings, calculations, specifications as well as all documents and tools made available to the supplier remain the legally protected property of Schaltag or the customer. Without their written consent, these may not be brought to the attention of or made available to third parties in any form whatsoever.

18. Schaltag Code of Conduct

The Supplier has read the Code of Conduct (CoC) of Schaltag and agrees to comply with all obligations and standards set forth in the CoC, the text of which is made available to the Supplier [at the following link](#).

19. Place of performance, applicable law, place of jurisdiction

The place of performance is the registered office of Schaltag. Swiss law is exclusively applicable. The place of jurisdiction is in Zürich, Switzerland.

The Supplier declares the acceptance of these purchase conditions by the delivery of goods. Otherwise the Supplier will notify Schaltag immediately or within 14 days the latest.

Schaltag, February 2024