

General Terms and Conditions of Purchase (GTCP) of Aerne Engineering AG

FO-126 - 15 February 2024

1 Scope of application / General

- 1.1 These General Terms and Conditions of Purchase apply to all purchases made by Aerne Engineering AG (hereinafter "_ae"), unless expressly agreed otherwise in writing.
- 1.2 General terms and conditions of delivery of suppliers shall only apply if we have expressly recognised them in writing.
- 1.3 In the event of contradictions between different contractual documents, the documents in the order listed below shall take precedence:
- Contract signed by both parties
 - our order
 - our terms and conditions of purchase
 - our request for quotation
 - Offer from the supplier
 - Conditions of sale of the supplier
- 1.4 Costs for the preparation of quotations shall not be remunerated without a corresponding written agreement.

2 Form of order, confirmation and changes

- 2.1 Our orders are only binding if they have been placed or confirmed by us in writing (post, e-mail). The same applies to supplements or amendments. Sketches, drawings, comments, specifications etc. form part of our orders, provided they are expressly mentioned as such, dated and signed by us. Inputs from the supplier which deviate from our order are only valid if they are expressly accepted by us in writing.
- 2.2 The order must be confirmed in writing by the supplier within three working days of the order date. If this is not done, we are entitled to cancel our order without the supplier being able to derive any claims from this.
- 2.3 Within reasonable limits, we are entitled to demand changes to the agreed delivery item with regard to design and execution even after receipt of the order confirmation. If additional costs are incurred as a result, we must be informed immediately. In order for these to be asserted, they must have been accepted by us in writing. Reduced costs shall be reimbursed to us.
- 2.4 The supplier is obliged to point out possible defects to us when submitting the offer documents, in particular with regard to compliance with the state of the art in science and technology, environmental protection regulations or technical expediency.

3 Subcontracting

- 3.1 If the supplier intends to have goods or works ordered from him manufactured by third parties, our consent must be obtained in good time and the subcontractors notified.
- 3.2 The supplier shall be fully liable for the parts procured from its subcontractors.
- 3.3 The supplier undertakes to transfer the confidentiality obligations imposed by us to its subcontractors to the same extent.

4 Prices

- 4.1 Unless otherwise agreed in the order, all prices are fixed prices DDP destination (Incoterms 2020), including packaging (usually Arbon).
- 4.2 Price adjustments are only possible on the basis of written agreements.

5 Provision of materials

- 5.1 Material that we supply for the fulfilment of an order shall remain our property even after processing or machining. It must be labelled and stored separately until it is processed or finished. Unused material, residual material,

Processing waste and the like shall be returned to us on request or shall be deducted from the purchase price at market prices.

- 5.2 The materials provided must be adequately insured against fire, water and theft at the supplier's expense.
- ## 6 Delivery period and consequences of delay, cancellation of the contract
- 6.1 Agreed delivery dates and delivery periods are binding. The receipt of the contractual goods at the place of destination shall be decisive for their compliance. If the delivery item is not delivered on time, the supplier shall be in default upon expiry of the deadline. The customer is released from the obligation to send a reminder.
- 6.2 If the supplier assumes that the delivery cannot be carried out on time in whole or in part, he must inform us immediately, stating the reasons and the probable duration of the delay. The supplier undertakes to make all reasonable efforts at its own expense to avoid or remedy delays in delivery or to procure a replacement from a third party. The supplier may only invoke the absence of necessary documents or supplementary objects or individual parts to be supplied by us if he has requested these in good time or, where deadlines have been agreed, if he has sent a reminder without delay.
- 6.3 Early deliveries will only be accepted with prior written consent. In this case, we shall deduct the costs incurred by us as a result of the early delivery (storage costs etc.) from the purchase price.
- 6.4 The supplier undertakes to pay 1% of the purchase price, up to a maximum of 10%, as a contractual penalty for each commenced week of delay in delivery, irrespective of fault or proof of damage. Shortages of raw materials and delays on the part of suppliers and subcontractors shall not be deemed force majeure. In addition, we are entitled to claim the proven damage caused by the delay in accordance with the statutory provisions.
- 6.5 After reaching the period (10 weeks) which entitles us to claim the maximum contractual penalty, we have the right to withdraw from the contract at any time by written notice. If it is clear in advance that the delivery date cannot be met, we may exercise the right of cancellation even before the delivery date is reached. The same shall apply if it becomes apparent that the efforts of the supplier in accordance with Clause 6.2 cannot prevent the delay. In such cases, the supplier shall reimburse us for all payments made plus default interest of 5%. We expressly reserve the right to claim further damages in accordance with the statutory provisions.
- 6.6 We also reserve the right to withdraw from the contract at any time against payment of proven costs incurred without giving reasons and to reclaim advance payments made. Further claims for damages by the supplier are excluded to the extent permitted by law.
- ## 7 Packaging, dispatch and despatch advice
- 7.1 The packaging must be designed in such a way that the goods are effectively protected against damage and corrosion during transport and any subsequent storage. The supplier shall be liable for damage resulting from improper packaging.
- 7.2 The supplier is obliged to label the goods. Unless otherwise stated on the order, each component/assembly must be labelled with the _ae article number. If this is not the case, immediate rectification will be arranged.

_ae reserves the right to invoice the supplier for any additional expenses incurred.

7.3 The supplier shall be liable for all costs and disadvantages resulting from non-compliance with our instructions for transport, customs clearance, etc. The supplier shall take out transport insurance and have adequate public liability insurance. The supplier shall take out transport insurance and have adequate public liability insurance. Upon request, the supplier shall provide us with corresponding insurance certificates.

7.4 We are entitled to specify the mode of dispatch and the carrier. Otherwise, the supplier is obliged to choose the most favourable mode of dispatch for us.

7.5 The supplier undertakes to take back packaging materials in return for a credit note for the amount invoiced to us.

7.6 Customs clearance must be carried out by the following agency, provided that the costs are borne by _ae:
BKM Customs & Consulting GmbH, Industriestr. 12,
CH-9320 Arbon, zoll@b-k-m.ch, Tel.: +41 71 447 15 15 Send all necessary documents to the agent in good time:
Advice note template, customs invoice, export declaration (e-dec), possibly EUR1
(for goods worth more than C 6000.00)

7.7 The maximum weight per pallet/package unit is limited to 1 tonne. If this cannot be adhered to, this must be pointed out in writing before delivery.

8 Documents

8.1 A detailed delivery note (dispatch note) containing our references must be enclosed with each consignment. The invoice must be sent to us by separate e-mail to finance@aerne-ag.ch.

8.2 All correspondence (letters, delivery notes, invoices, etc.) must contain the following elements: Purchase order number, order date, our article number, quantities, customs tariff number, country of origin, gross/net weight, type of packaging

8.3 Invoices must be issued in accordance with the formal requirements of the relevant VAT legislation. The invoice address is always: Aerne Engineering AG, Blumenastrasse 4, CH-9320 Arbon

8.4 Invoices that do not comply with the provisions of sections 8.2 and 8.3 will be rejected and payment will be suspended until a complete copy is received.

9 Supplies of plant and machinery

9.1 Unless expressly agreed otherwise, protective devices are included in the scope of delivery. If these are missing on delivery or after work has been carried out, they must be supplied and fitted immediately free of charge.

9.2 The scope of delivery also includes assembly, operating and operating instructions as well as spare parts lists or other documentation required for proper use or prescribed by law.

9.3 We are authorised to carry out inspections of the work progress and acceptance tests at the supplier's manufacturing plant.

9.4 If an acceptance test is agreed to determine the performance, this must be carried out in accordance with the usual rules of technology.

9.5 Work in the factory: For work in our factory or on construction or assembly sites, our safety instructions and regulations for external companies and/or those of our customer shall apply in addition to these Terms and Conditions of Purchase.

9.6 The supplier guarantees the delivery of all spare and wear parts for a period of 10 years.

10 Transfer of ownership and risk

10.1 The risk shall pass to us if and insofar as the delivery has been properly handed over at the specified destination or has been accepted by us.

10.2 If the required shipping documents for a delivery are not delivered in accordance with the regulations or are delivered late, the delivery shall be stored at the supplier's expense and risk until they arrive.

11 Acceptance, warranty and guarantees

11.1 Upon receipt, we shall inspect the goods for obvious defects, identity, shortages and transport damage, insofar as this is permitted in the ordinary course of business. There is no further obligation to inspect. We shall notify the supplier of any defects within a reasonable period after their discovery. In this respect, the supplier waives the defence of late notification of defects.

11.2 The supplier expressly warrants that the delivery item has no defects that impair its value or suitability for the intended use, has the warranted characteristics and complies with the prescribed services and specifications as well as the relevant laws, regulations and other provisions.

11.3 If it becomes apparent during the guarantee or warranty period that the delivery or parts thereof do not fulfil the guarantee in accordance with Clause 11.2 through no fault of our own, the supplier shall be obliged, at our discretion, to remedy the defects or have them remedied immediately on site at its own expense or to supply us with a defect-free replacement free of charge. All additional costs arising from the repair or replacement delivery, namely costs for the removal and return transport of the defective goods or replacement delivery and installation of the replacement goods, shall be borne by the supplier.

11.4 If the supplier defaults in remedying defects or if there is an urgent case, we shall be entitled to remedy the defects ourselves or have them remedied at the supplier's expense and risk.

11.5 Unless otherwise agreed in the contract, the warranty and guarantee period for all deliveries is 24 months. This period shall commence upon acceptance by _ae or upon commercial commissioning of the parts or materials supplied under the order, whichever occurs later.

11.6 The warranty period is extended by the time during which a system is not in operation due to repairs.

11.7 In the event of differences in quality values, the result of control samples or tests shall be decisive. The costs of these samples shall be borne by the party that is in the wrong.

11.8 Replacement deliveries and repairs shall be warranted to the same extent as for the delivery item itself, whereby the warranty period for repaired or replaced parts shall commence anew from the new delivery or commissioning.

11.9 The statutory warranty claims remain reserved.

11.10 If the rectification in accordance with Clause 11.3 fails, the statutory warranty claims remain reserved.

11.11 The supplier shall be liable to us for direct and indirect damage (in particular also all consequential damage) caused or contributed to by deliveries of defective material or goods. For this purpose, the supplier must have adequate public liability insurance. At the request of _ae, the supplier must provide corresponding proof. Furthermore, the supplier shall be liable for all costs of measures to prevent damage, in particular for the preventive replacement of products and for other costs of a recall campaign.

12 Supplier information, substance bans

12.1 The supplier must provide the following information in quotations and order confirmations:

- Indication of whether the delivery and/or service is subject to export authorisation and indication of the relevant list item number under Swiss export law
- Indication that the delivery and/or service has been recorded in accordance with the U.S. Commercial Control List (U.S. CCL) and the corresponding list number
- Indication of the commodity code and the country of origin of the delivery and/or service

- 12.2 The supplier must comply with existing substance bans resulting from legal standards. The supplier must ensure that the deliveries and/or services provided by himself or by third parties commissioned by him, including their packaging, do not contain or release any risk substances that are hazardous to the environment or health and that are not legally authorised for the intended use, as intended by us and notified to the supplier. The use cases permitted in exceptional regulations and all CMR substances (carcinogenic, mutagenic, reprotoxic) must be avoided. Deviations from this must be credibly justified to us and will only be authorised by us if it is not possible to substitute the substance with a non-hazardous substance.
- 12.3 For each delivery and/or service, the supplier must provide us with proof of legal conformity and the information required by law (e.g. safety data sheets, type examination certificates, test certificates, technical certificates, other certificates, certificates of competence), as a rule with the offer but at the latest with the order confirmation. The supplier must provide this evidence as well as all documents required when placing the goods on the market (e.g. installation /The Supplier shall enclose a declaration of conformity with each delivery and label the deliveries in accordance with the statutory requirements. The same shall apply in the event of changes to the scope of delivery and/or service with an effect on the use intended by us at the named place of use, also taking into account a foreseeable misuse, which affect the aspects listed under Clause 12.2 for delivery and/or service restrictions.
- 12.4 The supplier is obliged to declare the substances contained in his deliveries and/or services, stating the corresponding CAS registration numbers ("Chemical Abstracts Service"), the weight percentages in the homogeneous material and the safety data sheets, insofar as these substances are listed in one of the following standards:
- REACH (EC Regulation 1907/2006), in particular the REACH candidate list for substances subject to authorisation;
 - Chemicals Prohibition Ordinance (implementation of Directive 76/769/EEC and associated amendments);
 - Chemical Ozone Layer Ordinance;
 - Electrical and Electronic Equipment Act (implementation of Directive 2002/95/EC and Directive 2002/96/EC);
 - Battery Act (implementation of Directive 2006/66/EC).
- 12.5 The supplier shall confirm to us the origin of the deliveries in compliance with the statutory provisions (e.g. by means of a supplier's declaration or declaration of origin or EUR1). In the supplier's declaration, the supplier shall indicate the origin of the delivery in accordance with the applicable rules of origin of the country of destination that we have notified to him. A reference to the deliveries is established by stating our article number and/or our order number on the supplier's declaration.
- 12.6 Our payment obligation is subject to the receipt of all the information and documents requested above.
- 13 Property rights of third parties**
- 13.1 The supplier shall be liable for ensuring that the use of the goods supplied by it does not directly or indirectly infringe any domestic or foreign intellectual property rights and shall indemnify us and our customers against all third-party claims arising from an infringement of such rights. In addition, the supplier shall be liable for any further direct or indirect damage incurred by us as a result of an infringement of such rights. This shall not apply insofar as the supplier manufactures goods exclusively according to our drawings and models and does not know or need to know that the manufacture of these goods constitutes an infringement of rights in the aforementioned sense.
- 14 Samples, drawings, production equipment**
- 14.1 Documents of all kinds, such as samples, drawings, models, software modules and the like, which we make available to the supplier or which the supplier produces at our expense, shall remain our property or shall become our property upon production. We own all rights to these documents. They must be returned to us free of charge without request as soon as they are no longer required - e.g. to fulfil the order. They may not be made accessible to third parties.
- 14.2 The means of production provided to the supplier or manufactured according to our specifications may not be reproduced or sold, transferred by way of security, pledged or otherwise passed on or encumbered in any way with third-party rights or used for third parties without our express written consent. The same applies to the goods manufactured with the aid of these means of production.
- 15 Secrecy**
- 15.1 The supplier undertakes to keep secret from third parties all information that it receives from us, whether intentionally or accidentally, in the course of the business relationship, e.g. technical information, trade secrets and details of our orders, e.g. quantities, technical design, conditions, etc., as well as knowledge that it gains from our information.
- 15.2 The inclusion of our company in a reference list, the reference to our business connection or the use of our order for advertising purposes is only permitted after obtaining our written consent.
- 15.3 Documents and other items of any kind, such as samples, drawings, tools, models, software modules, etc., which we make available to the supplier shall be returned to us free of charge without request as soon as they are no longer required for the fulfilment of the order. Such items may neither be used by the supplier for its own purposes nor made accessible to third parties.
- 16 Invoicing, terms of payment**
- 16.1 Subject to proper delivery of the goods, the documents to be supplied and the invoice, payments shall be made net within 30 days of invoicing, unless otherwise contractually agreed. In no case shall the period begin before the agreed delivery date. In the event of a defect, we shall be entitled to suspend payment for the defective part of the delivery until proper subsequent fulfilment.
- 16.2 If the invoice amount is paid within 14 days of receipt of the invoice, we shall be entitled to a discount of 2% of the invoice amount.
- 16.3 In the case of advance payments, the supplier must submit an irrevocable bank guarantee payable on first demand in the amount of the advance payments. The bank guarantee must be issued by a first-class Swiss bank.
- 17 Place of fulfilment, applicable law and place of jurisdiction**
- 17.1 The place of fulfilment for the delivery is the agreed destination. The place of fulfilment for payment is our registered office.
- 17.2 Swiss substantive law shall apply to the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.3 The place of jurisdiction is Arbon. However, we reserve the right to assert our rights at the domicile of the supplier.
- 17.4 If a provision of the contract proves to be invalid, all other provisions shall remain unaffected.

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Aerne reserves the right to make changes to these GPC at any time without prior notice. The current GPC are available on the homepage.