

## PURCHASE TERMS AND CONDITIONS

### 1. General Terms and Scope

#### 1.1. Definitions

The "IAR Group" refers to IAR Group Holding AG headquartered at Henzmannstrasse 8, 4800 Zofingen, Switzerland, including all its international subsidiaries and affiliates.

#### 1.2. Supply

This order shall be provided in strict accordance with the conditions expressed in this document, and there can be no change to its text or conditions without prior written consent of IAR Group. Unless otherwise agreed, delivery shall be made to the location indicated in the order (DAP as per Incoterms 2010).

#### 1.3. Order Acceptance

The acceptance of this order shall be confirmed by the supplier in writing within 48 hours. If no response is received within this timeframe, IAR Group assumes that all conditions, including deadlines, are accepted. The partial or full execution of this order will also be considered acceptance of the terms, even if no formal confirmation is provided.

#### 1.4. Inspection

All goods and materials are subject to inspection and approval by IAR Group. Any items not conforming to specifications will be returned at the supplier's expense. During manufacturing, IAR Group representatives must be granted access to the supplier's facilities for inspection purposes. The supplier remains fully responsible for compliance with specifications, regardless of inspection.

#### 1.5. Packaging

Charges for packaging materials will not be accepted unless specifically included in this order.

#### 1.6. Merchandise Acceptance

Acceptance of goods occurs only after thorough inspection. The supplier is responsible for any loss, damage, or shortages.

### 2. LIABILITY AND TERMINATION

#### 2.1. Termination

IAR Group reserves the right to terminate this order at any time without financial liability under the following circumstances : non-compliance with agreed samples or specifications, failure to meet delivery dates without just cause, doubts regarding the supplier's rights to the goods (patents, trademarks, etc.), bankruptcy or insolvency of the supplier, breach of any terms or conditions of this order, any other reasons specified by applicable law.

In cases of partial termination, IAR Group is only liable for the payment of goods received and accepted.

#### 2.2. Indemnity

The supplier shall indemnify IAR Group for any damages arising from defective or non-conforming goods or services, without prejudice to other rights under applicable law.

#### 2.3. Limitation of Liability

IAR Group's liability for any claims arising from this order shall not exceed the total value of the order. Under no circumstances shall IAR Group be liable for indirect, consequential, or punitive damages.

#### 2.4. Force Majeure

Neither party shall be liable for any failure or delay in performing any obligation under this agreement if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemic, labor strikes, or governmental action. If an event of force majeure continues for a period exceeding 60 days, either party may terminate the contract by providing written notice.

### 3. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

#### 3.1. Intellectual Property, Patents, and Models

The supplier agrees to indemnify IAR Group from any claims arising from the use, possession, or sale of the supplied goods due to violations of intellectual property rights. The supplier will cover all associated costs and liabilities.

#### 3.2. Ownership of Technical Equipment

Any materials, drawings, or tools provided by IAR Group remain the property of IAR Group and must be returned upon request. The supplier may not disclose or use these

materials for any purpose other than fulfilling this order and must maintain confidentiality.

### 4. PAYMENTS AND INVOICES

#### 4.1. Payments

Payments will be made within 60 days, unless otherwise agreed in writing between the parties. The payment period begins upon delivery or receipt of the invoice, whichever is later. If testing or certification is required, the payment period begins upon receipt of the required documentation. Payments do not imply acceptance of goods or services. Payments are made via ACH or wire transfer, depending on location.

#### 4.2. Invoices

Invoices must reference the IAR Group purchase order number and item details. Payment may be delayed if this information is not provided.

### 5. COMPLIANCE AND SUPPLIER OBLIGATIONS

#### 5.1. Supplier Performance and Evaluation

Supplier performance will be evaluated annually based on criteria such as delivery timelines, product quality, and order confirmations.

#### 5.2. Warranties

The supplier warrants that all goods delivered under this agreement are free from defects in material and workmanship and conform to the specifications for a period of 24 months from the date of delivery. In case of defects, the supplier agrees to repair or replace the defective goods at no additional cost.

#### 5.3. Contracting Parties and Subcontracting

The supplier may not subcontract any portion of this order without prior written consent from IAR Group. Unauthorized subcontracting may result in contract termination and liability for damages.

### 6. LEGAL JURISDICTION AND GOVERNING LAW

#### 6.1. Governing Law

This contract shall be governed by and construed in accordance with the substantive laws of the country where the IAR Group's relevant subsidiary is located. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

#### 6.2. Jurisdiction

The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be the courts of the country where IAR Group's relevant subsidiary is located. IAR Group also reserves the right to bring claims at the supplier's place of business if deemed necessary.

#### 6.3. Dispute Resolution

In the event of any dispute, the parties shall attempt to resolve the matter amicably through mediation before resorting to formal legal proceedings. If mediation fails, disputes will be resolved through arbitration in accordance with the rules of [Arbitration Body], before litigation is pursued.

### 7. SUSTAINABILITY AND ETHICAL PRACTICES

#### 7.1. Environmental and Social Responsibility

The supplier shall adopt responsible practices to minimize environmental impact, including reducing waste, conserving energy, and adhering to relevant environmental laws. The supplier shall comply with all applicable labor laws, anti-corruption regulations, and ethical business practices.

#### 7.2. Labor Laws and Environmental Regulation

The supplier must comply with all applicable labor laws and environmental regulations, including RoHS, WEEE, and REACH where relevant.

### 8. ADDITIONAL PROVISIONS

#### 8.1. Amendment

This contract may only be amended by a written agreement signed by both parties.

#### 8.2. Matters Not Covered

Any matters not covered by these terms shall be governed by applicable laws.

Version : September 01, 2024