

General Terms and Conditions of Business of HUMBEL ZAHNRÄDER AG for Engineering Services

(Version 2025)

1. General

1.1 Scope of application

These conditions (the "Conditions") govern the relationship between the customer (the "Customer") and HUMBEL ZAHNRÄDER AG, ENGINEERING Division ("HUMBEL ENGINEERING")(collectively, the "Parties"). They are binding if declared applicable in the offer or in the order confirmation. Deviating conditions of the Customer are applicable only if and to the extent expressly accepted by HUMBEL ENGINEERING in writing.

1.2 Written form

Amendments and supplements to these Conditions as well as any ancillary agreements must be in writing and signed by both contracting parties (the "Parties") to be valid.

1.3 Invalid provision

Should any provision of these Conditions prove to be invalid in whole or in part, the Parties will replace such provision with a new agreement that pursues as closely as possible its pre-decessor's legal and economic outcome.

2. Services by HUMBEL ENGINEERING

2.1 Scope of performance

Content and scope of the services result from the order confirmation or from other service descriptions of HUMBEL ENGINEERING that have been explicitly declared as binding. The fulfilment of a specific purpose of a development or the achievement of specific parameters must be specifically agreed in writing. HUMBEL ENGINEERING undertakes to report periodically to the Customer on the work status, the findings and knowledge gained, the steps to be followed in the next period and, if agreed, on the respective costs already incurred.

2.2 Changes to the scope of services

Services deviating from the agreed scope of services and causing additional costs on the part of HUMBEL ENGINEERING must be paid by the Customer on top. They apply even without written agreement if notified to the Customer in writing by HUMBEL ENGINEERING following oral agreement and if the Customer does not reject the change to the scope of services in writing within three working days upon receipt of the notification.

2.3 Performance period, delivery date

Without an explicit agreement, the performance period and/or delivery date is not binding. If HUMBEL ENGINEERING fails to observe a performance/delivery date for reasons for which HUMBEL ENGINEERING's is culpably responsible, the Customer may claim compensation for delay of zero point five (0.5) per cent for each full week of delay up to a maximum of five (5) per cent provided that it has incurred a loss. The basis for calculating the compensation for delay is the price of the services that are delivered late to the Customer. Further claims and rights based on delay, in particular for damages, are excluded.

If the maximum compensation for delay is reached, the Customer must grant HUMBEL ENGINEERING a reasonable grace period in writing. If this grace period is not observed for reasons for which HUMBEL ENGINEERING is culpably responsible, the Customer may refuse to take receipt of the delayed part of the services, withdraw from the contract to this extent and claim back payments already made for the services affected by the withdrawal.

A binding performance period/delivery date is deemed observed if, although parts of the services are missing or rework is required, the intended use of the services is still possible or is not notably compromised.

A binding performance period/delivery date is extended or shifted appropriately if HUMBEL ENGINEERING does not receive the information required for the performance of the services in time, if the Customer changes information subsequently, or if the Customer does not fulfil its obligations under the contract (e.g. payment obligation). The same applies in the event of hindrances HUMBEL ENGINEERING cannot prevent despite having exercised due care, irrespective of whether hindrances occur at HUMBEL ENGINEERING, the Customer or a third party, e.g. epidemics, pandemics, mobilisation, (civil) war, terrorist acts, riots, political unrest, revolution, sabotage, significant operational disruptions, accidents, labour disputes, delayed or

defective deliveries of the necessary materials, measures or omissions of authorities, governmental or supranational bodies, travel advisories by authorities, embargoes, unforeseeable transport obstacles, fire, explosion, natural events.

2.4 Place of performance

Unless expressly agreed otherwise, the registered office of HUMBEL ENGINEERING is the place of performance.

3. Services on the part of the Customer

3.1 Prices

The prices are exclusive of the statutory value added tax. This will be charged on top by HUMBEL ENGINEERING. Travel time is considered working time.

3.2 Cooperation on the part of the Customer

The Customer must proactively communicate to HUMBEL ENGINEERING any documents and circumstances that may be relevant for understanding the project and providing the services. The Customer specifically undertakes to make available the information required to provide the services in the form specified by HUMBEL ENGINEERING and give any necessary support free of charge. If necessary or useful, the Customer must make available a suitable working environment at the project site.

3.3 Customer responsibility and export control

The Customer undertakes to use the services of HUMBEL ENGINEERING and the results emanating from them in accordance with the law and the contract. In particular, the Customer must ensure that any services provided by HUMBEL ENGINEERING and their results are utilised exclusively for the purpose and use described in the offer, the order confirmation or other correspondence exchanged between the Parties. In the event of deviations from the agreed purpose and use, the Customer must hold HUMBEL ENGINEERING harmless for each and any damage incurred by HUMBEL ENGINEERING (including costs of litigation and attorney fees).

The Customer acknowledges that the services and/or their results may be subject to Swiss and/or foreign export control regulations, trade sanctions and embargoes, and that they may not be sold, rented or otherwise transferred or used for a purpose other than that agreed without an export or re-export licence from the competent authority. The Customer undertakes to comply with such regulations. It acknowledges that these may change and are applicable to the contract in the currently valid wording.

3.4 Communication of the applicable regulations

Any statutory or other rules and standards that need to be observed by HUMBEL ENGINEERING when providing its services must be communicated by the Customer to HUMBEL ENGINEERING in writing before an offer is made.

3.5 Acceptance by Customer

The Customer must check the services supplied (test results, documents, specifications, program parts, etc.) and notify HUMBEL ENGINEERING as soon as reasonably practicable in writing of any objections and defects. The Customer is entitled to a trial period of thirty (30) days as a warranty period. The trial period starts on the day a project stage (milestone) is reached and for the last project stage upon completion of the entire project.

The services of HUMBEL ENGINEERING are deemed accepted and approved by the Customer if no complaint is made, supplemented with a detailed description of any defects, in writing within the trial period. If HUMBEL ENGINEERING accepts the complaint and provides a remedy, the trial period then starts anew as of the day when HUMBEL ENGINEERING hands over the remedied services to the Customer. Further claims of the Customer are excluded to the extent permitted by law. The explicit release by the Customer or the use of at least three test stages is deemed to constitute unreserved acceptance without the need for an acceptance record.

4. Invoicing and terms of payment

HUMBEL ENGINEERING invoices its services to the Customer on a monthly basis. The invoice must be paid within the payment period shown on the invoice. The invoice is deemed accepted when no objection is received from the Customer by the end of the deadline. Failure of the Customer to meet its payment obligation will result in default after the expiry of the payment deadline, with no need for a reminder. HUMBEL ENGINEERING is entitled to interest on arrears in the amount of five (5) per cent p.a. of the invoice amount. In addition, HUMBEL ENGINEERING may set the Customer a grace period for payment. If this grace period also expires unused, HUMBEL ENGINEERING is entitled to either, at its own discretion, withdraw from the remaining part of the contract or to continue the contract and provide the remaining services only after payment of the

outstanding amounts and against advance payment. In any case HUMBEL ENGINEERING may claim damages for non-performance.

5. **Warranty**

HUMBEL ENGINEERING undertakes to remedy defects notified in time at its own expense. Any further claims of the Customer (including without limitation damages) are excluded to the extent permitted by law. Defects are deemed notified in good time if communicated in writing by the Customer within twelve (12) months of delivery of the services and described in detail. In the case of software, the defects must be reproducible. The Customer must support HUMBEL ENGINEERING in the elimination of defects. In particular, it has to provide workplaces, computers, rooms, telecommunication facilities as well as any documents and information free of charge that enable or help HUMBEL ENGINEERING to assess and eliminate defects.

6. **Liability**

Any cases of non-compliance with the contract and their legal consequences and also any claims of the Customer, irrespective of the legal basis on which they are made, are finally and conclusively provided for in these Conditions. Any contractual and non-contractual claims regarding further damage (death, personal injury, damage to property and financial loss) incurred by the Customer in connection with the contractual relationship with HUMBEL ENGINEERING and its fulfilment, e.g. loss of production, loss of use, loss of orders, recall costs, loss of profit, infringement of third-party property rights, as well as for other direct and indirect damage are excluded, unless the damage is attributable to gross negligence or intent. The same applies to legal remedies not expressly mentioned, such as reduction, cancellation of the contract, withdrawal from the contract. This exclusion of liability also extends to the liability of the principal according to Art. 55 of the Swiss Code of Obligations ("CO") and the liability of auxiliary persons according to Art. 101 CO.

In the event that the Customer makes changes to the services (e.g. repair work, modifications) without the written consent of HUMBEL ENGINEERING, any warranty will lapse and any liability is then excluded.

If the services include developments exceeding the state of the art at the time of the conclusion of the contract, requiring non-recognised rules of technology or a technology introduced by the Customer (including method, procedure, etc.), liability of any kind on the part of HUMBEL ENGINEERING is excluded. In this case, and also in the case of a claim for damages by a third party based on product liability or due to infringement of property rights, the Customer agrees to hold HUMBEL ENGINEERING (including costs for litigation and attorney fees) harmless if a third party was to claim damages from HUMBEL ENGINEERING.

7. **Special provisions**

7.1 **Retention of title**

HUMBEL ENGINEERING remains the owner of objects produced within the scope of the services and the holder of all rights to intangible services until payment has been made in full. The Customer is also obliged to assist HUMBEL ENGINEERING in all measures to protect its property, including without limitation, in the registration or entry of the reservation of title in public registers, books and the like. The Purchaser shall maintain the delivered items at its own expense for the duration of the retention of title and insure them in favour of HUMBEL ENGINEERING against theft, breakage, fire, water and other risks. It must also take all measures to ensure that the Supplier's title is not compromised or thwarted.

7.2 **Right to use the services, intangible property rights and know-how**

Upon full payment for the services, the Customer acquires the non-exclusive, perpetual, non-transferable and geographically unrestricted right to use the services. Taking into account its duty to maintain secrecy, HUMBEL ENGINEERING may modify the services in any way, make copies of them, to use them further, etc. without having to pay a compensation. In addition, HUMBEL ENGINEERING may, specifically, use the acquired know-how, ideas, concepts, procedures, etc., which HUMBEL ENGINEERING has acquired during the provision of the services on its own or together with the Customer, in the execution of works for other customers without having to pay a compensation, provided that these are not based on a trade secret of the Customer.

7.3 **Right to register property rights**

If findings that are capable of protection are made during the provision of services, HUMBEL ENGINEERING has the exclusive right to register them as patent, utility model, trademark, design, etc.

7.4 Non-disclosure and return obligations

Information received by the Customer and HUMBEL ENGINEERING before or during the contract and explicitly marked as confidential or reasonably expected to be kept confidential according to the intention of the other Party must be kept secret by the Customer and HUMBEL ENGINEERING respectively. This obligation extends beyond the end of the contract. Documents or copies thereof, irrespective of their form, containing information to be kept secret, must be returned upon termination of the contract. No return is required for copies that are usually created by the computer system for backup purposes.

This provision applies only inasmuch as no separate non-disclosure agreement exist.

7.5 Non-solicitation, hiring and employment ban

During the contract period and also twelve (12) months beyond the end of the contract, the Customer and HUMBEL ENGINEERING must not headhunt any persons from the other Party previously involved in the provision of the services, must not hire any employees of the other Party and must not employ any employees of the other Party either directly or indirectly.

The Parties agree that non-compliance will result in a contract penalty in the amount of CHF 20,000 per violation. The payment of the contractual penalty does not release the debtor from the obligation to then comply with the breached obligation and does not preclude further claims for damages.

7.6 Authority to issue directives

When employees are deployed at the Customer's site to provide services, the authority to issue instructions under labour law remains entirely with HUMBEL ENGINEERING at all times.

7.7 Warranted characteristics

Characteristics need to be expressly designated as "warranted characteristics" by HUMBEL ENGINEERING to qualify as such. Warranted characteristics are considered to be in place if their absence is not notified at the time of acceptance in accordance with Art. 3 above.

8. Data protection

8.1 HUMBEL ENGINEERING shall process the Customer's data in accordance with the data protection declaration of Humbel Zahnräder AG.

8.2 The Parties agree that the Customer is the responsible party for data processing, ensuring compliance with the applicable data protection laws, in particular the legality of the processing of personal data. HUMBEL ENGINEERING processes personal data on behalf of the Customer and only offers a guarantee for those obligations under the applicable data protection laws that are expressly addressed to the processors and acts in accordance with the instructions of the Customer.

8.3 The personal data provided by the Customer or HUMBEL ENGINEERING for the purpose of ordering deliveries and services (such as name, email address, postal address, payment data) will be used by HUMBEL ENGINEERING or the Customer to fulfil and process the contract. This data will be treated confidentially and will not be passed on to third parties who are not involved in the ordering, delivery or payment process. The employees of the Parties involved in the processing of personal data are informed of the confidential nature of the personal data and receive appropriate instructions regarding their obligations.

8.4 The Customer agrees that it shall not refuse or delay its consent to any changes to this data protection clause and/or to any additional data processing or data protection agreements and their application to the deliveries and services provided by HUMBEL ENGINEERING from time to time. This refers in particular to such changes that, in the reasonable opinion of HUMBEL ENGINEERING, are necessary to comply with the applicable data protection laws and regulations and/or guidelines of a competent supervisory authority.

8.5 The Customer expressly agrees that HUMBEL ENGINEERING may use the Customer's data for advertising and information purposes regarding products and services offered by HUMBEL ENGINEERING, in particular in connection with advertising e-mails, e-mail news, etc. Any agreements between the parties that may differ from this provision shall take precedence over it. Furthermore, the customer may prohibit the use of his data for advertising and information purposes at any time.

9. Term and termination

Either Party may terminate the contract prior to the provision of the agreed services by giving sixty (60) days' notice before the end of a calendar month. The Customer is obliged to pay HUMBEL ENGINEERING for the services provided and costs incurred until the end of the contract, including costs for reserved capacities. The same applies in the case of termination of the contract by HUMBEL ENGINEERING. Yet, obligations regarding confidentiality, non-solicitation (including contract penalty) and rights regarding work results, intellectual property rights and know-how remain in force even beyond the termination of the contract.

10. Final provisions

10.1 Assignment, transfer

The contract or individual rights and obligations arising therefrom may only be assigned or transferred to a third party (including affiliated companies) with the other Party's prior written consent which must not be withheld but for cause.

10.2 Governing law and venue

The legal relationship is governed by Swiss substantive law to the exclusion of the Vienna Convention (CISG).

The exclusive place of jurisdiction for the Customer and HUMBEL ENGINEERING is Weinfelden, Switzerland.