

## General Terms and conditions of Purchase Ionbond Group

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### 1. General information

1.1 The legal relationship between the supplier and IHI Ionbond AG and its affiliates (together "Ionbond Group", "us" or "we") shall be governed exclusively by the following terms and conditions. Conditions and deviating agreements of the supplier shall only apply if we have recognized them in writing. Neither our silence nor the acceptance of the service or its payment shall be deemed to be acknowledgement.

1.2 For the purposes of these General Terms and Conditions, the term "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Ionbond. "Control" shall mean the ownership of more than fifty percent (50%) of the voting securities or other ownership interest of an entity, or the ability to direct the management and policies of an entity, whether through ownership, contract, or otherwise.

All references to "Ionbond Group" or "Ionbond" in these General Terms and Conditions shall be deemed to include IHI Ionbond AG and its Affiliates. Accordingly, all rights, benefits, and obligations of Ionbond under these General Terms and Conditions shall extend to and be enforceable by its Affiliates.

1.3 Orders must be in writing to be binding. Orders placed verbally or by telephone shall only be binding once they have been confirmed in writing.

1.4 Agreed prices are valid until completion of the entire order. Any reservation of price increases requires our express written consent.

1.5 Our order number, the order date, the article numbers, and the reference must be noted on all correspondence, confirmations, invoices, delivery notes, etc.

1.6 Offers from the supplier are in any case free of charge, even if they have been prepared on request.

1.7 Unless our enquiry or the supplier's offer contains anything to the contrary, a commitment period of 90 days shall apply.

### 2. Documents and property rights

2.1 The property rights to all documents such as drawings, plans, sketches, calculations, samples, models, etc., which are handed over to the supplier before or after conclusion of the contract, shall remain with us. The supplier shall use such documents exclusively for the purpose of executing the order. Without our prior written consent, the supplier is not authorized to manufacture products for third parties based on such documents, to copy such documents or to disclose them to third parties who are not involved in the execution of the order. All intellectual property rights, including but not limited to patents, trademarks, copyright, trade secrets, know-how, and any other proprietary rights arising out of or in connection with the goods and services provided under this agreement, as well as any innovations, inventions, improvements, developments, methods, designs, analyses, reports, and all other forms of intellectual property conceived, created, or developed by the Supplier, its employees, subcontractors, or agents specifically for the Purchaser during the term of this agreement, shall be the sole and exclusive property of the Purchaser. The Supplier hereby assigns to the Purchaser all right, title, and interest in and to such intellectual property rights. The Supplier agrees to perform, during and after the term of this agreement, all acts that the Purchaser deems necessary or desirable to permit and assist it, at the Purchaser's expense, in evidencing, recording, perfecting, securing, defending, and enforcing such rights and all associated copyrights, patents, trademarks, and other intellectual property protections in any and all countries.

2.2 The supplier is liable for damage and loss, even if he is not at fault.

2.3 At our request, all documents including all copies or reproductions must be returned to us immediately. If delivery does not take place, the supplier must return the documents to us without being requested to do so.

2.4 Publications for advertising purposes in which we are mentioned may only be made with our written consent.

2.5 The supplier guarantees that no industrial property rights or other rights of third parties are infringed by the disposal of the purchased work results or by their use. He shall indemnify and hold us harmless in this respect and in any case enable us to use the work results.

2.6 The supplier is obliged to indemnify us against any liability in connection with the supplier's failure to comply with the regulations referred to in paragraph 3.3 or to compensate us for any damage incurred by us as a result of or in connection with the supplier's failure to comply with the regulations.

### 3. General design

3.1 In the absence of special technical specifications, material, or quality requirements, only the most suitable and proven materials shall be used

for the fulfilment of our orders.

3.2 Quality changes of any kind may only be made if the supplier has our written consent.

3.3 The supplier undertakes to comply with the relevant applicable legislation on product safety (e.g. EU Machinery Directive Regulation 2023/1230, Electromagnetic Compatibility Directive 2006/42/EC and EU Regulation 2023/1230), Compatibility EMC 2014/30/EU; Low Voltage Directive 2014/35/EU of the EU) and to hand over the correspondingly prescribed declaration of conformity and the associated documentation. All technical work equipment must comply with the generally recognized rules of technology as well as the occupational safety and accident prevention regulations and must be equipped with the appropriate protective devices against accidents and occupational illnesses. Furthermore, the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No. 1907/2006 of 18 December 2006) and EU Directive 2006/121/EC as amended must be complied with. If the delivered goods contain substances that are listed on the so-called "SVHC list" ("Substance of Very High Concern») in accordance with REACH regulation, the supplier is obliged to inform us of this immediately.

The RoHS Directives 2011/65/EU and 2015/863/EU must be fully complied with. All products must fulfil the requirements of the RoHS Directive.

3.4 The supplier has a duty of enquiry or warning vis-à-vis us if it recognizes that the order contains errors or ambiguities with regard to completeness, feasibility, quantity, price, deadline, etc. The supplier is obliged to notify us of these errors or ambiguities. The supplier is responsible for ensuring that it is familiar with all data and circumstances essential for the fulfilment of the order and that it is aware of the intended use and its interfaces with the services of third parties.

## 4. Subcontracting

4.1 If the supplier intends to no longer manufacture units or components ordered from him in his existing workshops, but to have them manufactured in another plant or by a third party, our written consent must be obtained in advance and in suitable time. Our consent shall not affect the supplier's exclusive responsibility for the entire order.

4.2 The supplier shall be liable for the parts procured from its subcontractors under the same conditions as for its own delivery. The supplier shall endeavor to use sub-suppliers who have a recognized quality assurance system and who can provide a corresponding declaration in any case.

4.3 The subcontractor must be obliged to maintain the same confidentiality to which the supplier has committed himself.

4.4 The Supplier shall ensure that all subcontractors engaged in fulfilling the Supplier's obligations under this agreement adhere to the same standards of intellectual property rights protection as stipulated herein. Any breach of IP rights by the Supplier's subcontractors shall be deemed a breach by the Supplier.

## 5. Order quantity

5.1 The ordered quantity shall be delivered in the batch sizes specified by us. No further subdivision may be made without our express consent. In the event of non-compliance, we will charge the supplier for our additional administrative costs.

5.2 Overdeliveries are only accepted by agreement.

5.3 Each order placed by us is a self-contained contract. If the supplier produces in stock without a corresponding order, we shall have no obligation to accept the goods.

## 6. Special regulations

6.1 The material provided by us shall remain our property until delivery- even after processing.

6.2 The quantity and quality of such deliveries must be checked upon receipt. Complaints must be reported to us immediately in writing, even if hidden defects are discovered. Further processing must be stopped until we have decided.

6.3 If the material was supplied by us, replacement material for rejects must also be obtained from us.

6.4 If defects and execution errors are deliberately concealed or corrected without our consent, we shall be entitled to waive the execution of all current orders with immediate effect, subject to our claims for damages.

6.5 Scrap tolerances must be expressly agreed and apply exclusively to the material provided by us. Any rejects must be submitted to us for inspection.

## 7. Acceptance and warranty

7.1 We reserve the right to inspect the goods at the supplier's premises prior to delivery.

7.2 If no special agreement has been made, acceptance shall take place after receipt of the delivery at the destination. If the delivery involves components for a system, acceptance shall take place at the same time as acceptance of the system by our customer.

7.3 The supplier guarantees that the services provided by it fulfil the intended purpose and the warranted functions and properties in full and

comply with the relevant laws, regulations and other provisions. If certificates, test reports and similar documents are part of the agreed scope of delivery, the information contained therein shall be deemed warranted characteristics, even if such certificates etc. originate from the supplier's subcontractors.

7.4 If it becomes apparent during the warranty period that the services or parts thereof do not fulfil the stated warranties, 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 a defect-free replacement free of charge.

7.5 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 by a third party at the supplier's expense and risk.

7.6 The supplier guarantees that it and its subcontractors have complied with the principles of quality assurance in accordance with the ISO 9001 series of standards when executing the order.

7.7 We are released from the immediate obligation to inspect and give notice of defects. Defects shall be notified as soon as they are discovered, but no later than the date on which the warranty period expires. The supplier waives the defense of late notification of defects.

7.8 If, after expiry of the warranty period, it is established that a defect is due to a material or manufacturing defect, the supplier shall be obliged to rectify the defect or to supply a defect-free replacement free of charge even after expiry of the warranty period. Any deviation from our design documents shall be deemed to be a manufacturing defect.

7.9 The limitation period for the assertion of defects is 5 years from the date of dispatch of the respective product to the customer.

7.10 In the event of differences regarding the quality values, an expert opinion is obtained. If the parties are unable to agree on the person of the expert, the expert opinion shall be drawn up by the Swiss Federal Laboratories for Materials Testing and Research (EMPA). The parties undertake to accept the decisions of the mutually agreed expert or EMPA. The costs of the expert opinion shall be borne by the parties in proportion to the extent to which they are unsuccessful.

7.11 In the event of a replacement delivery, the product shall be made available to us for use free of charge until a faultless replacement is available ready for use. This shall also apply in the event of complete or partial cancellation of the contract due to defective delivery.

7.12 Replacement deliveries and repairs shall be warranted to the same extent as the product itself, whereby the warranty period for repaired or replaced parts shall commence anew from the date of recommissioning.

7.13 The statutory warranty claims shall apply subsidiarily.

## 8. Dates

8.1 The delivery dates specified by us and not immediately rejected in writing by the supplier are binding.

8.2 The dates listed are understood as goods arriving in the respective Ionbond plant.

8.3 If the delivery time is exceeded, we reserve the right to decide whether to insist on fulfilment or to waive subsequent delivery without setting a deadline.

8.4 Deliveries before the agreed dates may only be made with our written consent. We reserve the right to cancel the order if these regulations are not observed:

8.4.1 to return the goods delivered too early unstamped at the supplier's risk; or

8.4.2 to store the goods at a third-party location at the supplier's expense until the due date; and

8.4.3 defer payment of the invoice until the delivery date of the goods.

8.5 We must be notified immediately of any foreseeable delays in delivery, stating the reasons and the expected duration of the delay, irrespective of whether all or part of the delivery is affected.

8.6 If the delivery is made more than two weeks after the agreed date, the supplier shall pay a delay penalty in addition to compensation for the damage caused by the delay in delivery. This amounts to 1% of the agreed sales price per week for the entire delivery and is limited to a maximum of 5% of the total sales price.

8.7 We reserve the right to assert statutory claims if the agreed delivery date is exceeded, irrespective of whether the supplier has announced the delay.

## 9. Invoicing

9.1 In the case of a delivery relating to several orders, a separate invoice must be issued for each order and for each partial consignment.

9.2 An original invoice must be provided for each consignment or service when the goods are dispatched.

9.3 We require an invoice for advance payments. The down payment must be shown on the final invoice.

## 10. Environmental conditions

10.1 The supplier undertakes to provide its services in constant compliance with the relevant environmental protection regulations and standards and in accordance with the state of the art. The supplier shall also ensure (where appropriate, within the bounds of what is economically justifiable) that its services are provided in an environmentally friendly manner in accordance with environmental protection laws and regulations. This includes the selection of environmentally friendly and recyclable input materials, low-emission, low-pollutant, dismantling- and deconstruction-friendly construction as well as energy- and resource-saving solutions.

10.2 Substances and preparations that are prohibited under applicable law may not be used. The legally prescribed framework conditions regarding the use and concentration of the substances must be complied with in all cases. The supplier must be able to prove compliance with the legal requirements to the client at any time. The use of heavy metals in products/products must be avoided. The use of heavy metals (cadmium, lead, mercury) and halogenated flame retardants in products/products must be avoided.

10.3 Plastic parts, parts intended for reuse and parts containing environmentally hazardous substances must be labelled accordingly.

10.4 The Supplier commits to sustainable practices and minimizing environmental impact in the production, packaging, and distribution of goods supplied under this agreement. This includes using recyclable materials, reducing waste, and minimizing carbon emissions. The Supplier shall provide periodic reports on its sustainability efforts as requested by the Purchaser.

## 11. Product liability

The supplier expressly acknowledges and agrees that claims arising from product liability may be pursued even after the expiration of any statutory or contractual time limits set forth under applicable product liability laws. In recognition of this, the supplier hereby irrevocably waives any right to assert a defense based on the statute of limitations or any other time-related defenses in such cases. Furthermore, the supplier agrees to fully indemnify us upon our first written request against any and all claims arising directly or indirectly from product liability that result from any defect in the products provided, for which the supplier is deemed responsible. This indemnification includes, but is not limited to, all associated legal costs, damages, and expenses incurred as a result of defending against such product liability claims.

## 12. Confidentiality and Non-Disclosure

For the purposes of these GTCP, "Confidential Information" shall include all information, regardless of its form or format, related to the business, operations, or activities of either Party, which is disclosed or made accessible by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with these GTCP. This includes, but is not limited to, technical data, trade secrets, intellectual property, business operations, strategies, product information, customer and supplier lists, marketing plans, financial data, and any other information that has commercial value or other utility in the business in which the Disclosing Party is engaged.

The Receiving Party agrees to (a) maintain in confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted by these GTCP; (b) use the Confidential Information solely for the purpose of fulfilling its obligations and exercising its rights under this agreement; and (c) protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own proprietary and confidential information, but in no event with less than a reasonable degree of care.

Confidential Information does not include information that: (a) is or becomes publicly known through no wrongful act of the Receiving Party; (b) was in the possession of the Receiving Party prior to its disclosure by the Disclosing Party as shown by the Receiving Party's written records; (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.

The obligations of confidentiality under this clause shall survive the termination or expiration for a period of 5 years, ensuring ongoing protection of the disclosed Confidential Information.

Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information received from the Disclosing Party, including all copies, notes, or other derivative material, and certify in writing to the Disclosing Party that it has complied with these requirements, unless otherwise agreed upon in writing.

## 13. Shipping / delivery documents

13.1 Notwithstanding any other provision of this contract, the parties agree that the default delivery term shall be Delivered at Place (DAP), as defined in the Incoterms 2020 published by the International Chamber of Commerce. Under this term, the seller shall be responsible for all risks and costs associated with delivering the goods to the specified destination, not including any duties, taxes, or other official charges payable upon importation, as well as the costs and risks of carrying out customs formalities. The risk and title transfer from the seller to the buyer at the moment the goods are made available to the buyer at the named place of destination. This default term may be varied or superseded by an alternative delivery term agreed upon in writing at the time of the order. The freight costs must be shown separately.

13.2 The packaging must be designed in such a way that the goods are effectively protected against damage and corrosion during transport and any subsequent short-term storage (i.e. up to a maximum of 60 days). The supplier shall be liable for damage resulting from improper packaging, non-compliance with our instructions for transport, customs clearance, etc.

13.3 If special packaging is agreed (seaworthy or long-term packaging), our instructions must be followed. Only packaging and freight costs shown separately in the offer shall be borne by us.

13.4 If particular care is to be taken when unpacking, the supplier must inform us of this in suitable time and affix a suitable, clearly visible warning to the packaging.

13.5 A delivery note must be enclosed with each consignment. For control purposes, partial and residual consignments must be labeled as such on the shipping documents and invoices. The country of origin must be mentioned on the delivery note for each item. If the required shipping documents for a delivery are not provided in accordance with the regulations, the delivery shall be stored at the supplier's expense and risk until they arrive.

13.6 The traceability of the articles must be always guaranteed.

13.7 The goods must be checked by the supplier before dispatch to ensure that they correspond to the order in terms of quality and quantity.

13.8 Partial deliveries and advance deliveries may only be made with our express written consent.

## 14. Force Majeure

Neither Party shall be liable for any failure to perform its obligations under this agreement if such failure is caused by Force Majeure events such as natural disasters, wars, terrorist acts, pandemics, government actions, or any other circumstances beyond reasonable control. Economic conditions, labor disputes internal to a Party, and any avoidable events do not constitute Force Majeure. The Affected Party must notify the other Party within 14 days of the Force Majeure event's onset and endeavor to resume performance swiftly. If Force Majeure persists beyond 14 days, either Party may terminate the agreement without liability.

## 15. Terms of payment

15.1 Except where a different arrangement has been mutually agreed upon in writing, payment for goods delivered under these GTCP shall be made net, without any deductions or offsets, within a timeframe of 60 days following the end of the month in which the goods were received by us. This payment term is contingent upon our receipt of the goods, all accompanying documentation as specified in the purchase order, and a valid invoice from the supplier. It is the responsibility of the supplier to ensure that the invoice and all required documents are provided in a timely and accurate manner to avoid delays in payment processing.

15.2 We explicitly reserve the right to offset any amounts due to the supplier against any counterclaims we may have against the supplier, whether such claims arise out of this or any other transaction between us and the supplier. This right of offset is applicable to all payments due.

15.3 The supplier is prohibited from assigning any claims or rights against us, including the right to receive payment under this contract, to any third party without our express written consent. Such consent, if granted, will be at our sole discretion and may be subject to conditions we deem appropriate.

15.4 We expressly do not accept cash on delivery (COD) terms for the delivery of goods. All payments must be made in accordance with the payment terms outlined in clause 15.1, unless an alternative payment arrangement has been agreed upon in writing by both parties.

15.5 In cases where we agree to make an advance payment to the supplier, the supplier is required to provide, upon our request, an irrevocable bank guarantee for the full amount of such advance payment. This bank guarantee must be issued by a reputable banking institution acceptable to us and must be designed to ensure the refund of the advance payment in the event that the supplier fails to fulfill its contractual obligations related to the delivery of goods or services for which the advance payment was made. The terms and conditions of the bank guarantee shall be subject to our approval.

## 16. Data protection

16.1 While processing the order, we are authorized to process the supplier's personal data. In particular, the supplier agrees that we may also disclose such data to third parties in Switzerland and abroad for the purpose of processing and maintaining the business relationship. The supplier is obliged to process the personal data exchanged under this agreement in accordance with the provisions of the General Data Protection Regulation of the European Union ("GDPR") or other applicable laws on the processing of personal data.

16.2 The Supplier is responsible for implementing and maintaining robust cybersecurity measures and data protection practices to safeguard all digital data, including personal and sensitive information, against unauthorized access, disclosure, alteration, and destruction.

## 17. Anti-Corruption Compliance

The Supplier commits to conducting all its business in full compliance with all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act. The Supplier shall not, directly or indirectly, offer, promise, give, or authorize the giving of anything of value to any person to influence official action or obtain an improper advantage.

## 18. Place of jurisdiction and place of fulfilment

18.1 The exclusive places of fulfilment are the respective Ionbond plants.

18.2 All legal relationships between the parties are subject to Swiss law. The applicability of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

18.3 In the event of any dispute, controversy, or claim arising out of or relating to these GTCP, the Parties shall first attempt to resolve the matter amicably through negotiation. If the dispute cannot be resolved within thirty (30) days, the Parties agree to submit the dispute to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The arbitration shall be conducted in Zurich, Switzerland, in the English language.

## 19. Supplier Code of Conduct

19.1 The Supplier acknowledges that Ionbond's Supplier Code of Conduct ("Supplier CoC"), as published on Ionbond's official website or otherwise made available to the Supplier, forms an integral and binding part of these General Terms and Conditions of Purchase.

19.2 By accepting these GTCP, the Supplier expressly confirms its full compliance with the Supplier CoC and undertakes to adhere to all principles, requirements, and obligations set forth therein.

19.3 The Supplier shall ensure that all its employees, agents, and subcontractors involved in fulfilling this agreement comply with the Supplier CoC to the same extent as the Supplier itself. Upon request, the Supplier shall provide Ionbond with appropriate documentation or other evidence demonstrating such compliance.

19.4 Any breach of the Supplier CoC shall be deemed a breach of these GTCP and may entitle Ionbond to assert all contractual and statutory rights, including the right to terminate current orders with immediate effect and to claim damages.