

## **General Terms and Conditions of Purchase for Supplies and Services to companies of the UNITED MACHINING SOLUTIONS Group**

(July 2025)

### **1. Scope of Application**

1.1. Supplies and services of the Supplier to companies of the UNITED MACHINING SOLUTIONS Group as Purchaser shall be governed exclusively by these Terms and Conditions of Purchase and the provisions of the underlying purchase order, unless otherwise agreed in writing between the parties.

1.2. The Supplier's General Terms and Conditions shall not form part of the contract; not even if the Supplier separately emphasizes that it only intends to supply based on its General Terms and Conditions, if the Purchaser does not expressly object to the Supplier's General Terms and Conditions or if the Purchaser accepts the supplies and services without any reservation.

1.3. These Terms and Conditions of Purchase shall apply, until revoked by the Purchaser, also to all future supplies and services of the Supplier, even if they are not expressly agreed upon again. Agreed deviations shall only apply to the supplies and services for which they have been confirmed in writing.

### **2. Purchase Order**

2.1. Supplies and services require a written or electronic purchase order. A legally binding individual contract under the terms and conditions stated herein shall come into force if an unconditional offer by the Supplier is met with the Purchaser's binding purchase order with the same content. Otherwise, the purchase order of the Purchaser shall be deemed to be a new offer to conclude a contract.

2.2. Purchase orders shall be binding if they are placed unconditionally by the Purchaser in writing or electronically or if they are confirmed in writing or electronically stating the purchase order number after being placed verbally or by telephone. The same applies to verbal ancillary agreements or subsequent changes to the purchase order.

2.3. Acceptance of the purchase order must be immediately delivered to and received by the Purchaser and in any case no later than 5 working days after receipt of the purchase order by the Supplier. If the Purchaser does not receive the written confirmation within the aforementioned period or if an individual contract has not yet been validly concluded in accordance with sec. 2.1 above, the Purchaser shall be entitled at any time after the expiry of this period to revoke the purchase order free of charge by means of an informal declaration.

2.4. If the parties have agreed on a quantity contract or supply schedule, the Purchaser may at any time call off supplies against the quantity contract or supply schedule by written declaration, taking into account the agreed supply periods. Unless otherwise agreed in writing between the parties, the Supplier may not refuse a call-off. The Supplier shall immediately confirm the call-off under quantity contracts to the Purchaser in writing or electronically and in any case no later than 3 working days after receipt of the call-off by the Supplier.

2.5. The Purchaser may request changes to the purchase order even after its acceptance by the Supplier, provided that this is reasonable for the Supplier. In such a case, prices and supply dates shall be adjusted appropriately to the extent necessary.

### **3. Scope of Supply**

3.1. The scope of supply shall be determined in accordance with the purchase order placed by the Purchaser.

3.2. The Purchaser shall not be obliged to accept partial supplies. If the supply exceeds the ordered quantity, the risk for the excess quantity shall remain, unless otherwise agreed between the parties, with the Supplier and the Supplier shall be obliged to take it back at its own expense.

3.3. The supply shall be duly accompanied by all contractually agreed documents. The timely and proper supply of the aforementioned documents qualifies as an essential part of the contract for the Purchaser and forms part of the scope of supply owed.

### **4. Supply**

4.1. Unless otherwise agreed in writing, the supply shall be made DDP named place of destination (Incoterms 2020). This place shall also be the place of performance. If a place of destination is not named, the place of destination shall be the seat of the Purchaser.

4.2. Benefit, risk and title shall pass from the Supplier to the Purchaser upon completion of the supply in accordance with the agreed Incoterms.

4.3. Each supply shall be notified to the Purchaser by means of a dispatch note at the latest upon execution. Each supply shall be accompanied by proper supply and dispatch documents. These must contain the object, the article/product number used by the Purchaser, the purchase order items, the quantity, the value of the goods, the weight, the packaging, the dispatch method as well as the order and purchase order number of the Purchaser. The consequences of incorrect, incomplete or delayed supply and dispatch documents shall be borne by the Supplier.

4.4. The Supplier is obliged to include in the supply free of charge all certificates of origin, statutory confirmations and confirmations customary in the industry (in particular CE declaration of conformity, CE declaration of incorporation, declarations of conformity, REACH, RoHS, WEEE, TSCA and Conflict Minerals statements) and insofar as they are applicable to the supply, the safety data sheets, storage, assembly and operating instructions as well as maintenance and repair documents, all issued in the language of the Purchaser. The Supplier shall clearly and unambiguously inform the Purchaser in writing of all hazards that may arise in connection with the supply. All documents must contain - in English and in the language at the place of destination - an explanation of the hazard in question and the designation of the component concerned, as well as emergency information.

4.5. The supply shall be adequately and properly packed, considering the goods to be dispatched and the means of transport chosen. The type of packaging shall be as specified in the purchase order, if applicable, and shall effectively protect the goods against any damage during transportation, handling and subsequent storage. The Purchaser shall be entitled, at its discretion and at the Supplier's expense, to return the packaging to the Supplier, to recycle it or to dispose of it.

4.6. Hazardous goods shall be marked by the Supplier with international hazard symbols in compliance with the regulations on the transport of hazardous goods and shall be marked with references to the designation of the essential components. Superfluous and non-environmentally friendly packaging is to be avoided.

## 5. Supply Date / Consequences of delayed Supply

5.1. Supply dates and periods agreed in individual contracts shall be binding and essential for the Purchaser. The receipt of the defect-free and complete supply (including documentation), the performance of the defect-free and complete service or, if agreed, the acceptance of the supplies and services by the Purchaser at the named place of destination shall be decisive for compliance with the agreed supply dates and periods.

5.2. Supplies shall be made to the Purchaser at usual business hours. An early supply may only be made with the written consent of the Purchaser and shall not affect the agreed payment date.

5.3. The Supplier shall immediately notify the Purchaser in writing of any foreseeable exceeding of the supply dates and periods, stating the reasons and the expected duration of the delay.

5.4. If the Supplier fails to perform the supply or service on time, he shall be in default without the need for a separate notification by the Purchaser. In this case, the Purchaser shall be entitled, without proof of a specific damage and without prejudice to further rights, to charge the Supplier a contractual penalty of 0.5% for each working day of delay and a maximum of 5% of the order value in total, or to offset such penalty directly against the contract price owed. The Purchaser reserves the right to assert the contractual penalty and additional claims for compensation until final payment.

5.5. After fruitless expiry of a reasonable grace period set by the Purchaser, the Purchaser shall be entitled to withdraw from the individual contract or to have the supply and service performed by a third party at the Supplier's expense. In this case, the Supplier shall be obliged to immediately surrender any necessary documents to the Purchaser. Insofar as intellectual property rights impede the supply by third parties, the Supplier shall be obliged to immediately procure a corresponding exemption.

5.6. In all other respects, the Purchaser shall be entitled, without any restrictions whatsoever, to the statutory rights and claims arising from default.

5.7. The acceptance of a delayed supply and service by the Purchaser shall not constitute a waiver of claims arising from default.

## 6. Interruption of Supply / Withdrawal

6.1. The Purchaser may, considering the legitimate interests of the Supplier and subject to reimbursement of the immediate associated, direct additional costs, at any time suspend supplies and services in whole or in part for a reasonable period of time if this becomes necessary due to circumstances for which the Purchaser is not responsible. This shall apply in particular in the event of unexpected, temporary market disruptions, extraordinary fluctuations in demand, temporary shutdowns or interruptions in the operations of the Purchaser or of the Purchaser's customer for whom the supply is intended, and in the event of significant delays in orders or delays in acceptance.

6.2. The Purchaser may withdraw from the individual contract in whole or in part if the supply and service is or becomes unusable for economic reasons due to circumstances for which the Purchaser is not responsible, including, for example, as a result of a long-term market crash, technical obsolescence or final purchase order cancellation by the Purchaser's customer for whom the supply is intended. In such a case, the parties shall try to settle the consequences of the withdrawal in partnership, taking into account the following principles:

- The Purchaser shall pay to the Supplier at cost price the expenditures incurred up to the time of the withdrawal which have become useless to the Supplier and cannot be used otherwise. Any excess down payments made by the Purchaser shall be refunded to the Purchaser.
- The Purchaser shall accept goods specifically manufactured or procured for the Purchaser which are not otherwise included in the Supplier's general sales program at the contractually agreed price. If the goods are not specifically manufactured or procured for the Purchaser, the Supplier is obliged to sell these goods elsewhere.
- Both parties undertake to exercise their rights moderately and to endeavor to minimize damage.

6.3. Each party shall be entitled to terminate an individual contract within the scope of the statutory provisions for good cause. In this case, the parties shall ensure proper settlement of the current relationships. Payment claims of the Supplier under the terminated individual contract shall forfeit; any down payments made shall be refunded to the Purchaser immediately and without deduction.

6.4. All items and documents which the Purchaser has provided to the Supplier for the performance of its contractual obligations, and in particular all confidential information and copies thereof, shall be returned to the Purchaser immediately upon first request and no later than on the effective date of termination or shall be destroyed upon the Purchaser's instructions.

## 7. Technical Support / Replacement Parts

7.1. The Supplier shall provide the Purchaser with all necessary technical and application-specific support. In particular, he shall support the Purchaser with the necessary documentation and the required information for system recognitions and approval procedures.

7.2. The Supplier is obliged to supply to the Purchaser spare parts and wearable parts with regard to the supplies during their entire service life, but at least for 15 years after supply, at fair and in line with the market prices. If the Supplier intends to discontinue the supply of spare and wearable parts after the expiry of this period, he shall inform the Purchaser thereof immediately in writing and give it the opportunity to place a last purchase order as well as - if available - the possibility to order form-fit-function spare and wearable parts.

## 8. Prices

8.1. The agreed prices are fixed prices and exclude subsequent claims of any kind. Unless otherwise agreed in writing, the prices shall be DDP named place of destination (Incoterms 2020), including packaging and documentation, but excluding statutory value added tax/sales tax. The individual price components shall be shown separately by the Supplier.

8.2. Remuneration for visits, samples, specimens or the preparation of offers, projects, etc. shall not be granted by the Purchaser unless otherwise agreed in advance and in writing.

## 9. Terms of payment

9.1. Invoices shall be issued by the Supplier after supply and service have been performed and, if contractually agreed, after acceptance by the Purchaser. The exact payment modalities (down payments, payment periods, discounts, currency, etc.) shall be determined in accordance with the individual contract. Unless otherwise agreed in the individual contract, payments shall be made within 30 days after the commencement of the payment period with a 3% discount or within 60 days net.

9.2. The payment period shall commence upon receipt of a proper invoice suitable for the settlement of value added tax/sales tax. Early supply shall not affect the original payment period. In the case of incomplete or defective supplies and services, the payment period shall commence upon proper provision of the complete supply and service, or removal of the defects.

9.3. The invoice shall comply with the legal requirements as well as the requirements of the purchase order. The latter shall at least include the purchase order number and other allocation features in accordance with sec. 4.3. Invoices that are improper shall be deemed to have been received by the Purchaser only from the time of their correction.

9.4. If agreed between the parties and if the technical requirements are available to the Supplier, invoices shall be issued electronically.

9.5. The Purchaser shall not be in payment default without prior warning. The Purchaser shall be entitled to exercise offsetting rights to the extent provided by law.

9.6. The Supplier shall not be entitled to assign his claims against the Purchaser or to have them collected by third parties without the Purchaser's consent. If the Supplier nevertheless assigns his claims to third parties or has them collected by third parties, the Purchaser may, at his option, make payment with discharging effect both to the Supplier and the third party.

9.7. Payment shall not constitute recognition of the supply and service as being in accordance with the contract. Payment is deemed to be made under reservation of subsequent claims.

9.8. Insofar as payments are to be made by the Purchaser prior to supply and service (down payments), the Supplier shall, upon request and in favor of the Purchaser, provide corresponding bank guarantees before the Purchaser effects payment.

## 10. Warranty

10.1. The supplier warrants that the supplies and services are in conformity with the contract and of flawless quality. In particular, the Supplier warrants and represents that:

- the supplies and services as well as their manufacture and performance fully comply with all applicable statutory, contractual and/or industry-wide generally accepted rules and regulations, in particular - as far as applicable - with the relevant norms, regulations and directives on machine safety (Machinery Directive 2006/42/EC), on REACH, RoHS, WEEE, TCSA and Conflict Minerals, as well as on quality assurance, traceability, safety, accident prevention, environmental protection and emission-related limits; the Supplier shall issue the required declarations of conformity in this respect;
- the supplies and services comply with the recognized present state-of-the-art, are CE-compliant and are free from any defects with regard to construction, design, material and workmanship and of satisfactory quality;
- the supplies and services fully comply with the agreed specifications and service descriptions, in particular with regard to dimensions, accuracy and availability;
- the supplies and services are free of any third party intellectual property rights and are suitable for the intended use and the purpose presupposed by the Purchaser;
- all services are performed with professional expertise and care and in conformity with the applicable quality assurance systems and measures.

10.2. The Supplier shall warrant the full traceability of the supplies and their components and spare parts and is obliged to provide the Purchaser, at the latter's request, with the relevant certificates of procurement and origin.

10.3. If the Supplier has concerns about the type of execution requested by the Purchaser, it shall immediately notify the Purchaser thereof in writing.

10.4. The warranty period shall be 24 months, unless otherwise agreed in writing in the individual contract. It shall commence upon commissioning or final acceptance of the supply and service by the Purchaser. If commissioning or final acceptance is not envisaged, the warranty period shall commence upon supply to the Purchaser. In the case of supplies which the Purchaser is known to resell, whether as individual sales (e.g. spare and wear parts) or as part of its products, the warranty period shall commence upon commissioning or final acceptance by the Purchaser's customer, but shall end no later than 36 months after supply to the Purchaser.

10.5. The Purchaser shall inspect the supplies within a reasonable period of time for externally visible deviations in quality and quantity in accordance with the reception control procedures applied by the Purchaser. The Supplier shall be notified of deviations in quality and quantity that are not externally visible as soon as they are discovered in the normal course of the Purchaser's business. The Supplier shall be notified in writing of any defects discovered as soon as this is practicable.

10.6. In the case of bulk supplies, the Purchaser shall only be obliged to take random samples. If it is found that significant parts of the random sample do not comply with the contractual or statutory requirements, the Purchaser shall be released from any further inspection and shall be entitled to reject the entire supply. Rejection of the supply shall not constitute a declaration of withdrawal from the contract.

10.7. Notwithstanding the notification period described above, the Purchaser shall be entitled to give notice of defects within the warranty period without observing a specific period for giving notice of defects. The Supplier waives the objection of late notice of defects. However, the Supplier shall not be liable for any aggravation of damage occurring exclusively due to late notification of defects. Statutory periods for inspection and notification of defects shall be waived to the extent permissible and shall be replaced between the parties by the above provisions.

10.8. In the event of defects occurring within the warranty period, the Supplier is obliged to remedy the defects immediately by repair or replacement. For this purpose, the Purchaser shall, without prejudice to any further rights, grant the Supplier a reasonable grace period for the proper performance of his contractual obligations. The Supplier shall bear all expenses incurred in connection with the determination of the defect and the rectification of the defect, in particular investigation costs, removal and installation costs, transport, travel, labor and material costs. This shall also apply insofar as the expenditures increase due to the fact that the supply was taken to a place other than the place of destination.

10.9. If the Supplier does not fully or properly comply with the Purchaser's request to remedy the defect within the reasonable grace period set by the Purchaser, the Purchaser shall be entitled to remedy the defect or to have it remedied by a third party at the Supplier's expense. In order to remedy minor defects, to prevent disproportionately large damage, to avoid risks to the operational safety of the Purchaser or its customers or if the setting of a deadline is dispensable, the Purchaser shall also have this right without setting a deadline. The Purchaser shall inform the Supplier immediately of the reason,

nature and scope of such measures. The Supplier's warranty obligation shall not be affected thereby.

10.10. In all other respects the Purchaser shall be entitled to the statutory rights and claims under warranty.

10.11. If the rights of third parties are infringed by the use of the supplies and services in accordance with the contract, the Purchaser shall be entitled, without prejudice to any further rights, to obtain the necessary rights of use from the holder of the rights at the Supplier's expense. The Supplier shall be obliged to support the Purchaser in the dispute with the holder of the rights.

10.12. The acceptance of a repair or replacement supply by the Purchaser shall not constitute a waiver of warranty claims. In particular, the Purchaser shall be entitled to claims for compensation in addition to and in parallel with the repair or replacement supply.

10.13. For supplies or parts thereof which cannot be used by the Purchaser or its customers for the duration of the defect or the rectification of the defect, the warranty period shall be extended by the duration of the interruption of use. For supplies or parts thereof which have been repaired or replaced, the warranty period shall start again from the time the defect is remedied.

10.14. The Supplier agrees that the Purchaser may assign and pass on all warranties and warranty claims relating to the supplies and services to its customers and/or end users.

## **11. Quality Assurance**

11.1. The Supplier shall carry out a state-of-the-art quality assurance of a suitable type and scope and shall provide, upon request, evidence thereof to the Purchaser. If agreed, the provisions of the corresponding quality assurance agreement shall apply in addition.

11.2. The Purchaser and/or third parties mandated by him shall have the right, after reasonable advance notice, to inspect the supplies and the manufacturing processes at the Supplier's facility and to ascertain compliance with all contractual provisions, in particular with regard to quality assurance. The Supplier grants, subject to specific confidentiality agreements, the same right to customers and end users of the Purchaser. The Supplier shall endeavor to obtain the same rights for the benefit of the Purchaser and its customers and end users from subcontractors and sub-suppliers it may engage.

11.3. The Supplier shall ensure by factory inspections that the supplies and their manufacture comply with the technical specifications and the quality assurance requirements of the Purchaser and in particular with the warranty provisions set out in secs. 10.1 and 10.2. The Supplier shall be obliged to record the tests carried out and to archive all test, measurement and inspection results as well as the properly kept customer and order files for 10 years. The Purchaser shall be entitled to inspect the records and make copies thereof any time.

11.4. The Supplier shall immediately notify the Purchaser in writing, without being requested to do so, of any technical changes to the supplies and, if necessary, to the manufacturing process, in particular changes in the composition of the processed material or in the constructional design of the supplies. The changes shall require the written approval of the Purchaser. The modified supplies shall be deemed to be in conformity with the contract only after the Purchaser has given his approval. The Purchaser shall be notified in writing of any relocation of production to other facilities.

11.5. The Supplier shall mark the supplies in such a way that they are permanently recognizable as its products.

## **12. Liability / Insurance**

12.1. The Supplier shall be liable to the Purchaser for all damage for which the Supplier is responsible.

12.2. If a claim is made against the Purchaser due to violation of statutory provisions, in particular safety regulations, or due to domestic or foreign product liability, the Supplier shall be obliged to indemnify the Purchaser, its customers and end users, as well as its and their organs and employees against all claims, insofar as they are caused by the Supplier's supply. This indemnification shall also include the costs of a precautionary voluntary or mandatory recall action as well as all costs incurred in this connection, including in particular costs relating to establishment/assessment of the facts, information of the competent authorities and affected persons, legal defense costs and claims for damages by third parties. The Purchaser shall inform the Supplier of the content and scope of the recall measures to be carried out, insofar as this is possible and reasonable, and shall give the Supplier the opportunity to comment thereon.

12.3. The Supplier shall be obliged to obtain all insurances required by law and to maintain such insurances for the term of the individual contract as well as for the 12 months thereafter. In particular, the Supplier shall maintain a business and product liability insurance with a cover note of at least EUR 5,000,000 per claim and per year for personal injury and property damage as well as a transport insurance with a cover note in the amount of the order value of the supplies. Upon request, the Supplier shall submit the insurance policy to the Purchaser for inspection.

## **13. Confidentiality / Ownership**

13.1. The parties shall treat all confidential information received or acquired from the other party or its affiliates and employees as strictly confidential. The parties are obliged not to disclose or make available any confidential information to third parties, either directly or indirectly, without the prior express written consent of the disclosing party.

13.2. All drawings, plans, sketches and other technical documents provided to the Supplier for the execution of purchase orders, as well as any devices, tools, molds, models and materials provided shall be treated with care, marked as the property of the Purchaser respectively of UNITED MACHINING SOLUTIONS Group, stored separately from other products of the Supplier to the extent possible and organizationally reasonable, and insured against loss and other damage at the Supplier's expense. Documents and materials provided in such a way remain the property of the Purchaser, even in the event of processing. They shall be returned to the Purchaser at any time upon request and at the latest upon completion of the individual contract immediately and without specific request.

13.3. Documents, materials and confidential information of the Purchaser may only be used for the purposes of the Purchaser and only to the extent approved in writing by the Purchaser. Documents and materials may not be reproduced or made available to third parties without the prior written consent of the Purchaser. Subject to possible exceptional provisions, they constitute trade and manufacturing secrets of the Purchaser respectively of UNITED MACHINING SOLUTIONS Group or of third parties contractually associated with the Purchaser respectively UNITED MACHINING SOLUTIONS Group.

13.4. The Supplier may refer to the business relationship with the Purchaser only with the written consent of the Purchaser. The Supplier is not entitled to use trade names, logos or trademarks of the Purchaser or of UNITED MACHINING SOLUTIONS Group.



#### 14. Customs and Foreign Economic Law

14.1. The Supplier is obligated to comply with the applicable national and international customs and foreign economic law (together "Foreign Trade Law"). The Supplier shall, no later than two (2) weeks after the purchase order is placed, and immediately in the event of any changes, provide the Purchaser in writing with all information and data required by the Purchaser to comply with the Foreign Trade Law in case of export, import and re-export, in particular:

- all applicable export list numbers including Export Control Classification Number according to the US Commerce Control List (ECCN);
- the statistical commodity code according to the current list of goods of the external trade statistics and the Harmonized System Code (HS); and
- Country of origin (non-preferential origin) and, if requested by Purchaser, declarations of suppliers regarding the preferential origin in case of European suppliers or certificates of preference in case of non-European suppliers.

14.2. All aforementioned information and data qualify as being part of the supply's quality.

14.3. The Supplier is obliged to inform the Purchaser expressly and in writing already at the time of the submission of the offer and at the latest at the time of the first of either the submission of the purchase order confirmation, the disclosure of data and information or the dispatch of the supplies, if the supplies and services are subject to restrictions of export control law or subject to approval and shall provide the Purchaser with the necessary instructions and conditions. In particular, the Supplier shall expressly designate 'dual-use' goods as such. Relevant in any case are the pertinent provisions of ITAR (International Traffic in Arms Regulations; administered by the U.S. Department of State, Directorate of Defense Trade Controls), EAR (Export Administration Regulations, administered by the U.S. Department of Commerce, Bureau of Industry and Security) and corresponding applicable national provisions at the Supplier's seat and at the Purchaser's seat. If the Supplier violates his obligations under sec. 14, the Purchaser shall be entitled to withdraw from the contract and to claim all damages resulting therefrom.

#### 15. Material Compliance

15.1. The Supplier confirms that the substances used in the supplies are registered with the European Chemicals Agency (ECHA) if they fall within the scope of Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and are classified as subject to authorization or registration. This includes substances and mixtures as such, as well as substances and mixtures processed or contained in products (i.e. in the supplies). Furthermore, the Supplier confirms that the supplies do not contain any substances which the ECHA has refused to authorize or which are not suitable for the intended use according to the individual contract. The Supplier shall provide the Purchaser, without being requested to do so, at the latest together with the supply, with any safety data sheets (if applicable) and shall advise the Purchaser in writing of the safe use and disposal of the supplies and the substances and mixtures contained therein. The Supplier is obliged in particular to inform the Purchaser in accordance with art. 33 of the REACH Regulation if the supplies contain substances of very high concern according to the current SVHC list in a concentration of >0.1 mass percent. The supplier shall declare

the substances and mixtures with the corresponding CAS registration numbers ("Chemical Abstracts Service"). The supplier is obliged to check the SVHC list periodically and at least semi-annually for updates and to inform the Purchaser in case of changes.

15.2. The Supplier confirms that the supplies do not contain any substances according to Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS). If such substances are contained, the Supplier is obliged to submit a RoHS-compliant declaration of conformity and to duly document the Purchaser.

15.3. The Supplier confirms that the substances and mixtures used in the supplies comply with all requirements of the Toxic Substances Control Act (TSCA) and, in particular, that the supplies do not contain any chemicals listed in sec. 6 (h) TSCA. To the extent that the substances and mixtures fall within the scope of TSCA, the Supplier confirms that they have been duly notified to, registered with and approved by the relevant authorities. The Supplier shall issue to the Purchaser, without being requested to do so, all TSCA declarations of conformity required for import of products into the United States of America.

15.4. Supplier represents and warrants that the supplies do not contain Conflict Minerals as defined in the U.S. Dodd-Frank Act and Directive 2017/821/EU of the European Parliament and of the Council of 17 May 2017 on minerals from conflict-affected and high-risk areas. Supplier further represents and warrants that, to the extent applicable to it, he maintains an adequate management system to support his due diligence obligations with respect to imports of such minerals. In all cases, the Purchaser shall be properly documented. The Supplier shall release the Purchaser from any confidentiality obligations in this respect.

15.5. The Supplier is obliged to immediately provide the Purchaser with all necessary confirmations upon first request by the Purchaser, but at the latest together with the supply. In particular, the Supplier is obliged to provide the Purchaser with the required CE declaration of conformity.

15.6. The Purchaser reserves the right to periodically make inquiries on the aforementioned topics itself and/or through mandated third parties.

#### 16. Compliance

16.1. The Supplier is obliged to strictly comply with the provisions of the United Machining Solutions Code of Conduct for Suppliers (the "Supplier Code"), as amended from time to time, which forms an integral part of each purchase order. The Supplier Code can be viewed at [www.grinding.ch/corporate-responsibility](http://www.grinding.ch/corporate-responsibility) and will be sent separately to the Supplier by the Purchaser upon request.

16.2. The Purchaser respectively UNITED MACHINING SOLUTIONS Group has established reporting channels through which the Supplier and his employees can report suspected violations of applicable law, principles or standards of conduct (internet portal: [ums.integrityline.com](http://ums.integrityline.com); contact information is provided in this internet portal). The Supplier shall ensure that such reporting channels are used to report suspected violations.

16.3. The Supplier shall ensure that all requirements set forth in sec. 14 (Customs and Foreign Economic Law), sec. 15 (Material Compliance) and sec. 16 (Compliance) are complied with by its suppliers and that the corresponding information obligations are fully met.

## **17. Miscellaneous**

17.1. The Supplier may not assign or subcontract, in whole or in part, individual contracts and the performance of supplies and services owed thereunder to third parties without the prior written consent of the Purchaser. If the Purchaser consents in writing to the assignment or subcontracting, the Supplier shall be jointly and severally liable with the assignee or subcontractor. The Supplier may not exonerate himself from liability for its subcontractors by proving that he has properly selected them.

17.2. If any provision of these Terms and Conditions of Purchase or of an individual contract proves to be invalid or unenforceable in whole or in part, the remainder of the agreement shall remain unaffected and in full force and effect. The parties shall replace such provision with a new provision that comes as close as possible to its legal and economic content.

## **18. Applicable Law / Place of Jurisdiction**

18.1. These Terms and Conditions of Purchase and the individual contracts concluded thereunder shall be governed

by the law of the country in which the Purchaser has its legal seat, excluding any conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG).

18.2. The place of jurisdiction for all disputes arising from and in connection with these Terms and Conditions of Purchase and the individual contracts concluded thereunder shall be the ordinary courts at the Purchaser's seat if the Purchaser and the Supplier have their legal seat in the same country. The Purchaser shall, however, be entitled to assert his claims alternatively at the Supplier's general place of jurisdiction.

18.3. Cross-border disputes shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The version of the arbitration rules in force at the time of delivery of the notice of arbitration shall apply. The arbitral tribunal shall consist of one or three member(s). The seat of arbitration shall be at the legal seat of the Purchaser, unless the parties agree on a seat in another country. The language of the arbitration shall be English.