

BRUSA HyPower AG – Langäulistrasse 60 – CH-9470 Buchs

Terms and Conditions of Purchase

(Version April 2026)

1 General

Our terms and conditions of purchase apply exclusively. We only recognise any conflicting or deviating general terms and conditions of the supplier insofar as we have expressly agreed to them in writing. Our terms and conditions of purchase also apply if we accept or pay for products or services from the supplier in the knowledge that the supplier's terms and conditions conflict with or deviate from our terms and conditions of purchase and our acceptance or payment is equivalent to a rejection of the opposing conditions.

- 1.1 Our Terms and Conditions of Purchase form the contractual basis for all business relationships with the supplier regarding goods and/or services, unless otherwise agreed in writing.

2 Conclusion of the contract, amendments to the contract and basis of the contract

- 2.1 Contracts, orders and delivery schedules, as well as any amendments and additions thereto, must be made in writing, whereby the written form under these Terms and Conditions of Purchase shall also be deemed to have been complied with by e-mail.
- 2.2 Verbal agreements require written confirmation to be valid.
- 2.3 Cost estimates are binding and not subject to remuneration, unless otherwise expressly agreed in writing.
- 2.4 The content of the documents communicated by us and relevant for performance of the contract must be checked by the Supplier. The Supplier must inform us without undue delay of any detectable inaccuracies, contradictions or missing content.
- 2.5 Each order must be confirmed in writing by the supplier without delay. In addition to the order confirmation, the execution of the order, in particular the delivery or partial delivery and the acceptance of payments, shall be deemed to constitute unconditional acceptance of our terms and conditions of purchase.
- 2.6 If the supplier does not accept the order within one (1) week of receipt, we shall be entitled to revoke it.
- 2.7 We are entitled to change the content of the order if necessary. The supplier is also obliged to execute the changed order, unless this is technically impossible or otherwise unreasonable for the supplier. If the change to the order results in additional or reduced costs, the originally agreed remuneration must be adjusted accordingly.

- 2.8 The basis of the delivery and service relationships is that the supplier remains competitive in terms of prices, quality, innovative capability and security of supply.

3 Delivery

- 3.1 Deviations from contracts, orders and delivery calls in terms of type, quality, quantity, dimensions and weight shall only be effective with our prior written consent. The values determined by us shall be decisive. The supplier is free to prove that no deviations exist.
- 3.2 Agreed dates and deadlines are binding. The date of receipt of the goods at the place of performance shall be decisive for compliance with the delivery date or delivery deadlines. If delivery is not agreed to be "free works" (e.g. DAP or DDP in accordance with Incoterms 2020), the supplier shall make the goods available in good time, taking into account the time for loading and dispatch to be agreed with the carrier.
- 3.3 Delivery dates must be met punctually. If the delivery date is not met, the supplier shall be in default without warning. If the supplier becomes aware of difficulties with regard to production, material procurement, compliance with supplier delivery dates or similar circumstances that could prevent it from meeting the delivery date or delivering the agreed quality and quantity, it must notify procurement@brusahypower.com immediately.
- 3.4 If the supplier fails to perform or is in default, our rights – in particular to withdrawal and compensation – shall be determined in accordance with the statutory provisions. The provisions in section 3.5 below remain unaffected.
- 3.5 If the supplier is in default, we may – in addition to further legal claims – demand lump-sum compensation for our damage caused by the delay in the amount of 1% of the net price per completed working day, but not more than 10% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The supplier reserves the right to prove that no damage or only significantly lower damage has been incurred.
- 3.6 We reserve the right to reject early deliveries without thereby waiving our right to timely delivery.
- 3.7 The unconditional acceptance of a late delivery of the contractual item does not constitute a waiver of further claims (in particular for damages) incurred or arising as a result of the late delivery.
- 3.8 The quality assurance agreement (QSV) of BRUSA HyPower AG, available on our homepage, is an integral and binding part of the order.

4 Place of performance, transfer of risk

- 4.1 The place of performance is the place to which delivery is to be made in accordance with the order.
- 4.2 The supplier bears the risk until acceptance of the subject matter of the contract by us or our agent at the place to which delivery is to be made in accordance with the order.

5 Force majeure

- 5.1 Force majeure refers to events that are unforeseeable and unavoidable, beyond the control of the affected party and for which the affected party is not responsible ("force majeure").
- 5.2 The party affected by an event of force majeure must do everything reasonable to overcome or mitigate it and adapt its obligations in good faith to the changed circumstances. Notwithstanding this, during the period in which the supplier is affected by force majeure, we shall be released from accepting delivery

and shall be entitled to obtain the delivery item from third parties and to reduce the quantities ordered without having to compensate the supplier for this. For the duration of such events, the contractual obligations shall be deemed suspended and the affected party shall be released from its obligation to perform to the extent of the effect of the force majeure event.

- 5.3 If, due to the delay caused by force majeure, the delivery/service is no longer reasonable for us, taking economic aspects into account (in particular if an event of force majeure lasts continuously for more than 60 days or for a total period of 365 days with interruptions of more than 60 days), we shall be entitled to withdraw from the affected contract (or from the part of it that has not yet been fulfilled). In this case, neither party may claim damages from the other party for any losses incurred. Existing obligations for items already delivered shall remain unaffected. We shall only accept partial deliveries by express agreement.

6 Shipping notification and invoice

- 6.1 Delivery notes and packing slips must be enclosed with each shipment in a single copy. The documents must contain: order number, quantity and unit of measure, item description with our item number and the remaining quantity in the case of partial deliveries.
- The invoice must be sent in single copy, separately for each individual order, stating the invoice and order number and other identifying features, to **invoice-ch@brusahypower.com** and must not be enclosed with the shipment.
- 6.2 In the case of partial deliveries, the invoice shall be issued after complete delivery, unless otherwise agreed in writing in advance.
- 6.3 Unless otherwise agreed in writing, prices are fixed prices and "delivered duty paid" (DDP according to Incoterms 2020), including packaging. Any sales taxes are not included.

7 Terms of payment, assignments, retention

- 7.1 Unless otherwise agreed, invoices shall be paid within 30 days with a 2% discount or within 60 days without discount. The payment period shall commence upon receipt of the complete contractual item and receipt of the invoice. Payment shall be conditional upon acceptance of the contractual item.
- 7.2 If certificates or material tests have been agreed, these form an essential part of the delivery and must be sent to the customer together with the delivery. Without these, the supplier's claim is not due for payment.
- 7.3 Unless otherwise agreed in writing, the supplier is not entitled to assign a claim against us to a third party or to have it collected by a third party.
- 7.4 The supplier shall only be entitled to rights of retention if his counterclaims have been legally established, are undisputed or have been recognised by us in writing. Furthermore, the supplier shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same legal relationship.

8 Obligation to inspect, quality assurance, claims for defects, limitation period, subcontractors

- 8.1 We reserve the right to accept the subject matter of the contract only after checking it for correctness and suitability. Our incoming goods inspection is generally limited to the type, quantity and externally

visible transport damage. We have no further obligation to inspect the goods; in particular, we assume that the supplier has carried out proper quality control.

- 8.2 The supplier is obliged to establish a quality management system in accordance with the provisions of IATF16949 and to apply these provisions in the context of its business relations with us. In particular, the supplier is obliged to carry out quality control that is appropriate in terms of type and scope and corresponds to the current state of the art.
- 8.3 The supplier guarantees and assures that the contractual items and/or services are free of defects, i.e.
- a) they have the agreed properties (in particular compliance with agreed specifications and drawings),
 - b) correspond to the initial samples approved by us,
 - c) have been manufactured in accordance with the agreed processes,
 - d) they comply with the legal and official rules of the possible target markets that are relevant to the contract stuff,
 - e) are free of development errors (unless the design of the contractual item was specified by us),
 - f) do not infringe any third-party rights (e.g. third-party intellectual property rights),
 - g) are free from material defects and, unless properties have been expressly agreed,
 - h) correspond to the current state of the art, and
 - i) are suitable for the contractually stipulated purpose (as far as the supplier is aware)
- a. Regardless of whether defects are (objectively) immediately apparent or hidden, we may give notice of defects discovered within the warranty period within 30 days and, at our discretion, demand either rescission (simultaneous reversal of the transaction), a price reduction (abatement), a replacement delivery free of charge or rectification of the defect free of charge. We reserve the right to assert claims for damages (including indirect damages) in all cases.
 - b. If we incur additional costs as a result of the supplier's defective delivery or service, in particular transport, travel, labour, installation, removal or material costs, or costs for incoming goods inspections or sorting costs exceeding the usual scope, the supplier shall bear these costs. This shall not apply if the corresponding measures were not necessary on the merits or were not reasonable in terms of amount.
 - c. The warranty period is 36 months; it begins with the acceptance of the goods. For repaired or replaced goods, the warranty period begins anew with delivery and acceptance.
 - d. The supplier is obliged to inform us in advance of any subcontractors commissioned by them. We are entitled to object if there is a legitimate interest (e.g. competitive relationship with us). The supplier is liable to us for the actions and omissions of their subcontractors as if they were their own actions or omissions.

9 Product liability, recall

- 9.1 In the event that claims are made against us under product liability, the supplier is obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the contractual item delivered by the supplier or by any other breach of duty on the part of the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault; if the cause of the damage lies within the supplier's area of responsibility, the supplier shall bear the burden of proof that it is not at fault.
- 9.2 In the cases referred to in clause 9.1, the supplier shall bear all costs and expenses, including the costs of any legal defence. In all other respects, the statutory provisions shall apply.
- 9.3 Prior to a recall campaign resulting from a defect in the contractual item delivered by the supplier, we shall, to the extent reasonable for us, give the supplier the opportunity to cooperate and consult with us on efficient implementation. If a recall campaign is the result of a defect in the contractual item delivered by the supplier or any other breach of duty by the supplier, the supplier shall bear the costs of the recall campaign.

10 Provision

- 10.1 Items provided by us, such as materials, parts, containers and special packaging, remain our property. These may only be used for their intended purpose. The processing of materials and the assembly of parts shall be carried out on our behalf. It is agreed that, in proportion to the value of the materials provided to the value of the total product, we shall be co-owners of the products manufactured using our materials and parts, which shall be stored for us by the supplier.

11 Documents and confidentiality

- 11.1 All business or technical information made available by us (including features that can be gleaned from any items, documents or software provided, and other knowledge or experience) shall, as long as and to the extent that it is not demonstrably in the public domain, and may only be made available within the supplier's own company to persons who absolutely need it in connection with the provision of services for us and who are also bound to secrecy. They remain our exclusive property. Without our prior written consent, such information may not be reproduced or used commercially, except for deliveries to us.
- 11.2 At our request, all information originating from us (including any copies or records made) and items provided on loan must be returned to us immediately and in full or destroyed. We reserve all rights to such information (including copyrights and industrial property rights such as patents, utility models, etc.). Insofar as such rights have been made available to us by third parties, this reservation of rights also applies in favour of the third-party beneficiaries.
- 11.3 If the supplier provides contractual services based on documents designed by us, such as drawings, models and the like, or according to our confidential information or with our tools or replica tools, these may not be used by the supplier itself, nor offered or made available to third parties.

12 Export control and customs

- 12.1 The supplier is obliged to inform us in its business documents of any licensing requirements for (re-)exports of its goods in accordance with Swiss, European and US export and customs regulations as well as the export and customs regulations of the country of origin of its goods. To this end, the supplier shall

provide the following information at least in its quotations, order confirmations and invoices for the relevant goods items: - the export control number in accordance with the Goods Control Ordinance (GVK) of 3 June 2016 or comparable list items from relevant export control lists, - for US goods, the ECCN (Export Control Classification Number) in accordance with US Export Administration Regulations (EAR), - the trade policy origin of its goods and the components of its goods, including technology and software, - whether the goods were transported through the USA, manufactured or stored in the USA, or manufactured with the aid of US technology, - the statistical goods number (HS code) of its goods, and - a contact person in its company to clarify any queries we may have.

- 12.2 At our request, the supplier is obliged to provide us with all further foreign trade data relating to its goods and their components in writing and to inform us immediately (before delivery of the goods concerned) of any changes to the above data in writing.

13 Code of Conduct

- 13.1 The supplier acknowledges the unrestricted validity of our Code of Conduct, which is available on our website, for all business relationships with us. If the supplier violates these obligations, we shall be entitled, without prejudice to further claims, to withdraw from an order or to terminate the contract with the supplier without notice and to demand compensation for the damage resulting from the breach of contract.

14 Place of jurisdiction, applicable law

- 14.1 Should any provision of these terms and conditions and any other agreements entered into be or become invalid and/or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. The contracting parties are obliged to replace the invalid and/or unenforceable provision with a valid and enforceable provision that comes as close as possible to the economic success of the invalid and/or unenforceable provision. The same applies in the event of loopholes in the provisions.
- 14.2 The exclusive and mandatory place of jurisdiction for all disputes arising from or in connection with the business relationship is the ordinary court of the city of St. Gallen, Switzerland. Nevertheless, BRUSA is entitled to sue the supplier at its place of business.
- 14.3 All legal relationships between us and the supplier shall be governed exclusively by Swiss law, excluding conflict of laws provisions (IPR) and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention/CISG).