



General Terms and Conditions of Purchase (GTCP) of Habasit AG, Habasit International AG (hereinafter 'Habasit')

1. Scope of Application

These Terms and Conditions of Purchase (hereinafter referred to as "GTCP") apply exclusively to all business transactions with third parties (hereinafter referred to as "Supplier"), even if they are not mentioned again in subsequent contracts. We do not recognize any terms and conditions of the Supplier that contradict, supplement, or deviate from our GTCP, unless we have expressly agreed to their validity in writing in advance. By accepting our order, the Supplier acknowledges, accepts and agrees that the business relationship shall be governed by these GTCP. Our GTCP shall also apply if we accept the Supplier's delivery or service unconditionally despite being aware of conflicting or deviating terms. Additional or deviating agreements between us and the Supplier must be documented in writing. This also applies to the waiver of this written form requirement.

We reserve the right to amend these GTCP at any time. An amendment shall be deemed to have been accepted unless the Supplier objects in writing within one month of notification of the amendment and shall apply to all legal relationships thereafter entered into between us and the Supplier.

2. Offers, Cost Estimates, Orders and Cancellation

Offers and cost estimates from the Supplier must be submitted free of charge unless otherwise agreed in writing. An order, as well as any modification or supplement thereof, is only binding once it has been confirmed by us in writing or electronically. Verbal or telephone orders are only valid if they are subsequently confirmed in writing or electronically. Electronic orders without a signature are considered written orders. The Supplier must confirm the order in writing without delay, but no later than five (5) business days after receipt, specifying the order number, material number, order quantity, price, and delivery date. Deviations are only valid if confirmed by us in writing. Absence of confirmation within five (5) business days shall be deemed acceptance of the order under the stated conditions. By accepting the order, the Supplier confirms that they are aware of the execution details and scope of performance. Any apparent errors or mistakes in our orders or documents must be reported to us immediately.

Until an order has been accepted by the Supplier, we may cancel it at any time free of charge. After the order has been accepted by the Supplier, we shall be entitled to cancel the order against reimbursement of all costs incurred by the Supplier in connection with the order up to the time of delivery. However, the Supplier shall only be entitled to reimbursement of costs if the goods cannot be sold or otherwise used. In addition, we will only reimburse costs if the supplier can prove that they have been incurred.

3. Prices, Invoices, and Payment Terms

The prices specified in our orders are fixed prices and do not include statutory VAT. Price changes are only valid if confirmed by us in writing. Each delivery must be invoiced separately, with the invoice including our order number, order item, material number, as well as quantity and price. Payments are subject to invoice verification. Payment is made within 14 days of receipt of goods in accordance with the contract and receipt of the invoice with a 2% discount or within 30 days net unless otherwise agreed in writing.

The Payment of the invoice shall not constitute acceptance of the delivery as being free from defects or complete. In the event of defective delivery, we shall be entitled to withhold payment until proper performance.

General Terms and Conditions of Purchase	Resp. dg	Version 1.0	Valid as of 2025-04	Page 1/6
--	-------------	----------------	------------------------	-------------

4. Delivery Dates, Deliveries, Delay in Delivery, and Force Majeure

The delivery dates specified in the order are binding and shall be deemed to be the deadline for performance within the meaning of art. 102 para. 2 of the Swiss Code of Obligations (CO).

If the Supplier realizes that they cannot meet the delivery date, they must inform us immediately in writing, stating the reasons and the expected duration of the delay.

The Supplier shall be in default without notice if the specified delivery dates are not met. If the Supplier fails to comply with the contractually agreed delivery date, we shall be entitled, irrespective of any fault on the part of the Supplier to rescind the relevant contract in whole or in part and to claim damages, or to adhere to the relevant contract and to claim damages instead of performance, without prejudice to our right to insist on performance instead and to claim damages for delay. Art. 190 CO is expressly excluded.

In the event of a delivery delay, we are also entitled to demand a contractual penalty of 0.5% of the net order value per calendar week of delay, up to a maximum of 5% of the net order value. Further legal claims remain unaffected. The penalty shall also be payable if the delayed delivery is accepted without reservation. Payment of the contractual penalty does not release the Supplier from fulfilling his obligations.

Early deliveries require our written consent. Unauthorized early deliveries may be returned or stored at the Supplier's expense.

The specified order quantities must be adhered to. Partial deliveries, under deliveries, or over deliveries are only permissible with our written consent. Each delivery must be accompanied by a delivery note stating the order, item, and material number, product description, a list of delivered batches, and net and gross weights. Missing documents may result in delays.

If the Supplier is prevented from fulfilling its contractual obligations due to force majeure, e.g. natural disasters, epidemics or other operational disruptions for which it is not responsible, it must notify us in writing without delay, but in any case within 2 (two) business days, stating the nature and expected duration of the force majeure, its effects on its obligation(s) and the (intended) measures to mitigate these effects. If the Supplier fails to comply with the above provisions, it shall not be entitled to invoke force majeure. Force majeure on the part of the Supplier shall under no circumstances include a lack of personnel, production facilities, resources or (third party) services, sickness of personnel, lockouts, breaches of contract by third parties engaged by the Supplier, financial difficulties on the part of the Supplier or the inability of the Supplier to obtain any licenses or any statutory or governmental registrations, filings, approvals or authorizations required for the goods to be delivered.

5. Shipping, and Transfer of Risk

Delivery shall be made "delivered duty paid" ("DAP customs cleared" according to Incoterms 2020) unless otherwise agreed in writing. Shipping and packaging costs are included in the prices. Hazardous substances must be packaged and labeled in accordance with applicable regulations; safety data sheets must be provided. The transfer of risk is in accordance with the agreed Incoterms.

6. Warranty and Claims for Defects

The Supplier guarantees that their delivery complies with the agreed specifications, the state of the art, and all relevant legal regulations and the characteristics required for the intended use. In addition, the intended use and the agreed specifications are determined by the contract, its annexes or appendices and the pre-contract correspondence.

The immediate obligation to inspect and give notice of defects pursuant to art. 201 and art. 367 CO is waived. This shall also apply where delivery is made directly by the Supplier to our customers, sub-contractors or other third parties designated by us.

If a defect is identified, we shall be entitled, irrespective of any fault on the part of the Supplier, to demand rectification, a replacement delivery or rescission of the contract, or to make a reduction from the purchase price corresponding to the reduced value. Further claims for damages remain reserved. The warranty period is 36 months from the transfer of risk unless a longer statutory period applies.

7. Other Liability and Insurance Coverage

Unless otherwise provided in these GTCP or in any other agreement, the Supplier shall be liable to us for all damages caused by the Supplier's breach of contractual or non-contractual obligations in accordance with the applicable statutory provisions.

The Supplier shall indemnify us against all damages and costs (including legal fees) upon first request against product liability claims by third parties, insofar as the cause lies within their area of responsibility.

The Supplier shall bear all costs of any necessary recall action.

The Supplier warrants that it has obtained and maintains, at its own expense, proper and adequate insurance consistent with the standards of a company engaged in similar or comparable activities to those of the Supplier. Such insurance shall include at least comprehensive (all risk) professional indemnity, general liability and product liability insurance. The Supplier shall, on our first request, provide us with the insurance documents showing that such cover exists.

8. Product Modifications

If, after the initial order, the Supplier makes changes to the manufacturing process, including the composition of intermediate goods and/or raw materials, the Supplier must notify us in good time to enable us to carry out a qualification test, but at least three months before the change comes into effect. If the aforementioned modifications result in a change in the form, function, accuracy of fit or specification of the products, the aforementioned notification must be made in writing with a reasonable period of notice of at least 12 months before the proposed modification.

In addition, we must be given the option of a 'last call', i.e. a final order to cover the expected demand with unaltered goods.

9. Rights of Use and Third-party Rights

With the creation or acquisition of any intellectual property rights by the Supplier, in particular copyrights and other property rights to the delivery items specially and exclusively manufactured, packaged and/or delivered by the Supplier for us, all rights of use and exploitation of these rights shall pass to us irrevocably, immediately and exclusively, as well as without restriction as to content, place and time.

The Supplier is obliged to manufacture, package and/or deliver the goods free of third-party rights, in particular free of copyrights and other intellectual property rights of third parties, which impair and/or exclude the achievement of the contractually agreed purpose.

The Supplier shall defend at its own cost and risk against claims by third parties for infringement of intellectual property rights and shall indemnify us in full against all claims by third parties, including the costs of legal defense and/or legal proceedings.

10. Termination

We may, in our absolute discretion, terminate or suspend any contract and/or individual orders with immediate effect, in whole or in part, without any liability to pay damages and without prejudice to any other rights and remedies to which we may be entitled, if

- the Supplier fails to perform any of its obligations under law, the contract or these GTCP and such failure is not remedied within a reasonable period set by us;
- the Supplier is bankrupt, applies for a moratorium or makes any composition with its creditors or is subject to any procedure having similar effect.
- the Supplier's default is due to force majeure justifying immediate termination and, in any event, if the circumstance constituting force majeure lasts or can reasonably be expected to last for more than 14 days; and
- the Supplier acquires, directly or indirectly, a shareholding or other economic interest in a competitor of ours, whether by way of shareholding, contract or otherwise.

11. Confidentiality and Reference

The Supplier shall treat as strictly confidential all information made available to him in connection with the contractual relationship that is neither obvious nor generally accessible (Confidential Information). The Supplier shall not disclose the Confidential Information to third parties without our express consent. The Supplier is responsible for ensuring that its employees, agents or other third parties also comply with these provisions.

Confidentiality must be maintained prior to the commencement of a contract and shall continue to apply after the business relationship has ended. Upon termination of the business relationship, Confidential Information must be returned to us or irretrievably deleted. There is no right of retention of our Confidential Information.

All rights to Confidential Information shall remain our property. However, we grant the Supplier a limited, non-exclusive and non-transferable right to use our Confidential Information in connection with the performance of the contract.

If the Supplier wishes to use our name or logo publicly, it must obtain our prior written consent.

12. Code of Conduct, Social Responsibility and Environmental Protection

The Supplier shall comply with the provisions of our Code of Conduct. The current version can be found at <https://www.moovimenta.com/-/media/Files/Moovimenta/Moovimenta-Supplier-Code-of-Conduct.pdf>.

The Supplier is committed to complying with legal regulations regarding environmental protection, occupational safety, and social standards. The Supplier commits to adhering to the principles of the UN Global Compact Initiative, particularly regarding:

- the protection of internationally recognized human rights,
- the right to collective bargaining,
- the elimination of forced labor and child labor,
- the elimination of discrimination in hiring and employment,
- environmental responsibility, and
- the prevention of corruption.

The Supplier shall continuously work to minimize the negative impact of its business activities on people and the environment.

The Supplier shall, as far as possible, establish and develop a management system in accordance with ISO 14001.

13. Audit

We shall be entitled to audit, or cause a third party to audit, the Supplier's compliance with its obligations under the contract and these GTCP. This includes the right to physically inspect the (manufactured) goods and to conduct on-site inspections of facilities used directly or indirectly by the Supplier or any of its sub-contractors in the performance of the contract. The Supplier shall give all reasonable co-operation and assistance to facilitate any such audit/inspection and shall ensure that its sub-contractors do the same. We shall be entitled to recover the cost of the audit from the Supplier if the audit reveals any irregularities.

14. Retention of Title, Provision, Tools

The Supplier shall not be entitled to register a retention of title in respect of the goods. The goods become our property upon delivery.

Materials provided shall remain our property and shall be stored separately, labelled and managed as our property free of charge and adequately insured, in particular against accidental loss and deterioration. They may only be used for our orders/instructions. In the event of deterioration or loss, the Supplier shall provide compensation. This also applies to the chargeable transfer of order-related material.

Tools, molds, samples, models, profiles, drawings, standard specifications, printing templates and gauges provided by us, as well as items manufactured in accordance with them, may not be passed on to third parties or used for purposes other than those agreed in the contract without our written consent. They shall be protected against unauthorized inspection or use. Without prejudice to any further rights, we may demand their return if the Supplier breaches these obligations.

The Supplier shall be obliged to carry out any necessary maintenance and inspection work at its own expense and in good time. The Supplier shall notify us immediately in writing of any defects; failure to do so will result in the loss of any right to compensation.

The Supplier is obliged to send us a written list of the materials, tools and other property belonging to us which are in the Supplier's possession on the cut-off date by 30 November each year at the latest.

General Terms and Conditions of Purchase	Resp.	Version	Valid as of	Page
	dg	1.0	2025-04	5/6

15. Security Regulations

If the Supplier performs services on our premises, they must comply with our instructions, security regulations, and our respective house rules.

16. Assignment, Transfer, Pledge, Set-off and Rights of Retention

Rights and obligations under the contract may not be assigned, transferred or pledged to third parties without our prior written consent, unless otherwise agreed in writing. Companies within a group are not considered as third parties.

The Supplier may only set off undisputed or legally established counterclaims.

The Supplier shall have no right of retention or lien.

The Supplier shall be and remain at all times fully responsible and liable for the proper performance of and compliance by its sub-contractor(s) with the contract and/or these GTCP and for the acts and omissions of any sub-contractor as if they were its own acts and omissions. The Supplier shall ensure that its sub-contractor(s) shall perform all of the Supplier's obligations under the contract and/or these GTCP and any representation, warranty or undertaking of the Supplier shall extend to its sub-contractor(s).

17. Change of Control

The Supplier shall, to the extent permitted by law, promptly notify us of any proposed change of control and/or ownership.

We shall be entitled to terminate the contract with immediate effect and without compensation if the proposed change of control and/or ownership is unacceptable to us.

18. Miscellaneous

If any provision of these GTCP is held to be invalid in whole or in part, the remainder of these GTCP shall continue in full force and effect. The invalid provision shall be deemed modified to the extent necessary to make it valid and to achieve the intended purpose of the invalid provision to the greatest extent possible. The same shall apply to the respective contract.

All rights or remedies granted to us under these GTCP are without prejudice to all other rights or remedies we have at law, in contract or otherwise. Any delay or failure on our part to exercise any right, power or remedy will not constitute a waiver of that right, power or remedy.

19. Applicable Version

If these GTCP are also provided to the Supplier in German, only the German version of these GTCP shall apply.

20. Jurisdiction and Applicable Law

The place of jurisdiction for all disputes is Arlesheim/BL. However, we are entitled to bring an action at the Supplier's place of business.

Swiss law shall apply exclusively, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).