

General Terms and Conditions of Purchase (GTCP)

1. Scope of application and validity

- 1.1 These general purchasing conditions apply to the procurement of AkkuPoint AG (AkkuPoint). They are applicable to all orders of AkkuPoint, Villmergen, to the exclusion of the general terms and conditions of the supplier and subject to deviating written agreements.
- 1.2 In addition to the provisions of these purchasing conditions, only what has been agreed in writing is binding for both parties.

2. Offer

- 2.1 With the enquiry, the supplier is requested to submit a written offer free of charge. With the submission of a written offer, the feasibility is confirmed at the same time.
- 2.2 If the offer differs from the request for quotation, the supplier shall expressly point this out.
- 2.3 For the scope of the delivery, only the written order of AkkuPoint is authoritative in any case. If the supplier does not specify a period of validity in his offer, this is binding for 90 days.

3. Orders

- 3.1 Orders are only valid if AkkuPoint has placed or confirmed them in writing.
- 3.2 Orders are to be confirmed in writing by the supplier. If he waives this, this is considered as acceptance of the order by AkkuPoint under the conditions contained therein.
- 3.3 If the supplier recognises errors or ambiguities in the order, in particular the quality, quantity, price or deadline, he is obligated to immediately report them.

4. Execution of the order

- 4.1 The ability of the supplier to deliver the defined goods is generally confirmed with the product specification.
- 4.2 If special technical specifications, material or quality specifications are missing, open questions are to be clarified in writing with AkkuPoint before the execution of the order.
- 4.3 Changes to the primary material or the manufacturing process require prior written information from the supplier.
- 4.4 The supplier undertakes to comply with all laws and regulations applicable to the product in their respective current version (e.g. RoHS, REACH etc.) as well as to hand over the corresponding declarations of conformity and associated documentation. All technical work equipment must comply with the recognised rules of technology, the work and accident prevention regulations.
- 4.5 During execution, the regulations on quality assurance in accordance with the ISO 9001 standard in the currently valid version shall be complied with.
- 4.6 The supplier will submit a written, duly signed declaration about the origin of the goods according to customs law (proof of origin), provided with all necessary information. This declaration is to be sent to AkkuPoint AG with the first delivery at the latest. The supplier will inform AkkuPoint immediately if a delivery is completely or partially subject to export restrictions according to national or any other law.

5. Delivery time and consequences of delay

- 5.1 The delivery has to take place at the agreed delivery date (fixed date) at the place of destination.
- 5.2 The supplier undertakes to report any missed deadlines in good time.
- 5.3 If it can be foreseen before the delivery is due that the supplier will exceed the delivery date, the customer may withdraw from the contract and waive the delivery. In this case, the supplier shall not be entitled to compensation.
- 5.4 Over-deliveries require the prior written consent of AkkuPoint. If the supplier produces for stock without a corresponding order, no obligation to accept arises for AkkuPoint.
- 5.5 Deliveries before the agreed upon dates require the prior written consent of AkkuPoint.

6. Transport, risk transfer, insurance and packaging

- 6.1 Unless otherwise agreed, the place of fulfilment is the location of AkkuPoint in Villmergen. The transfer of benefit and risk takes place at the time of delivery at the place of fulfilment.

- 6.2 Additional expenses due to partial delivery or freight surcharges (express etc.) as a result of delivery delays are only accepted if they are caused by AkkuPoint and have been confirmed in writing in advance.
- 6.3 The supplier bears the full responsibility for proper packaging. The packaging must effectively protect the delivery items against damage. The supplier is liable for all damages as a result of improper packaging, customs clearance and non-compliance with transport instructions.
- 6.4 Packaging costs that are not included in the price are only taken over by AkkuPoint, as far as they are necessary and have been shown separately in the offer. If nothing else is agreed upon in writing, shipping and transport are carried out for the account and risk of the supplier. He is also responsible for the transport insurance, the sum insured of which must correspond to the order value as a minimum.

7. Warranty and complaints

- 7.1 The supplier warrants as a specialist and in knowledge of the intended use that the goods have the agreed material and legal properties and are fit for the intended use.
- 7.2 The warranty period is two years from receipt of the goods. Defects must be notified within 30 calendar days of discovery. If there is a case of warranty due to defects in the delivery, AkkuPoint has the free choice to demand cancellation, reduction, rectification by the supplier himself or delivery of other goods that correspond to the order. In addition, AkkuPoint is to be compensated for any damage that has arisen in connection with the defect.
- 7.3 AkkuPoint is entitled to pass on all costs and expenses, which have arisen towards the customer from warranty for defective or faulty goods of the supplier, to the supplier.
- 7.4 The supplier confirms that the use or disposal of the delivered goods does not violate any property rights or other rights of third parties. The supplier indemnifies and holds AkkuPoint harmless in this regard and will enable the use of the delivered goods in any case.
- 7.5 Specific documentation such as declarations of conformity, safety data sheets and safety certificates must be made available to AkkuPoint immediately upon request.

8. Confidentiality, copyright and data protection

- 8.1 The parties treat all information confidentially, which is neither obvious nor generally accessible and use it exclusively for the fulfilment of the purpose of the concluded contract. The parties shall also ensure confidential treatment by their employees and any specialists consulted. In case of doubt, the information is to be treated confidentially.
- 8.2 All information, drawings, models, patents, copyrights, etc., which AkkuPoint provides to the supplier for the preparation of the offer or an order, may not be further used, reproduced or made accessible to third parties without the written consent of AkkuPoint.
- 8.3 This confidentiality obligation already exists before the conclusion of the contract and applies for a period of 5 years after the end of the contractual relationship.
- 8.4 Publications for advertising purposes in which AkkuPoint, the logo or products of AkkuPoint are mentioned or pictured, require the prior written consent of AkkuPoint.

9. Right of inspection

- 9.1 The buyer is entitled to inspect the execution of the order. This does not change or limit the supplier's duty to fulfil according to the contract.
- 9.2 AkkuPoint can carry out quality audits after prior notification of the supplier.

10. Terms of payment

- 10.1 If nothing else is agreed upon, the payment takes place within 30 days from the receipt of the invoice with a discount of 2% or within 60 days net.
- 10.2 The prerequisite is that the goods and the documents to be delivered have arrived and the agreed services have been completely fulfilled.
- 10.3 AkkuPoint reserves the right to return incorrect, unverifiable invoices for correction. The payment period begins anew with the corrected invoice.
- 10.4 The offsetting with one or more counterclaims from AkkuPoint remains reserved.

11. Compliance

- 11.1 The supplier adheres to the respectively valid legal norms, especially to the competition and antitrust laws, to the labour and child protection regulations (e.g. concerning conflict raw materials), to the

prohibition of human trafficking and to the core conventions of the international labour organisation as well as to the regulations against counterfeiting or for the protection of the environment and health (e.g. directives like REACH and RoHS).

11.2 The Supplier undertakes not to accept any financial or other favours if an unjustified advantage is expected or rewarded by the giver in return.

12. Applicable law and place of jurisdiction

12.1 The parties shall endeavour to resolve any disputes arising from this contract amicably in the first instance.

12.2 The present contract shall be governed exclusively by Swiss law. The Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

12.3 For all disputes arising from the contractual relationship or in this context, the ordinary courts at the registered office of AkkuPoint AG are exclusively responsible.

12.4 Should a clause of this document be invalid, the validity of the remaining clauses remains unaffected.

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