

## General Terms and Conditions of Purchase (GTC)

### 1. General

These General Terms and Conditions of Purchase (hereinafter referred to as "GTC") of STAG AG govern the partnership between the Supplier and STAG AG.

These GTC are valid for all purchases made by STAG AG from its suppliers, unless they are replaced by a mutually signed supply agreement. These GTC expressly take precedence over any terms and conditions of sale and delivery of the Supplier. This also applies if the terms and conditions of sale or delivery in the supplier's offers and order confirmations have not been objected to by STAG AG. Each order placed by us and accepted by the supplier constitutes a contract concluded in itself. In the event of contradictions between different contract documents, the documents shall prevail in the order listed below:

1. Contract signed by both parties
2. Our Order
3. Our Terms and Conditions of Purchase
4. Our Request for Quotation
5. Supplier's offer
6. Supplier's Terms and Conditions of Sale

The costs for the preparation of offers will not be reimbursed without a corresponding written agreement.

STAG is certified according to SN EN ISO 9001:2015 by SQS. Furthermore, SQS certifies that the occupational health and safety concept meets the requirements of ISO 45001:2018.

### 2. Offers

Offers from the supplier are binding and valid for at least 90 calendar days, unless otherwise agreed. All information in offers, in particular prices, dates and specifications, is binding.

### 3. Pricing / Documents / Invoicing

Unless otherwise stated, the prices are in Swiss francs (CHF) or the currency specified in each case, net without tax and according to the order.

Subsequent price adjustments/increases require the written consent of STAG AG before they are executed. Each shipment must be accompanied by a detailed delivery note (shipping note) containing our references. The invoices are to be sent exclusively to [invoice@stag.net](mailto:invoice@stag.net).

All correspondence (letters, delivery notes, invoices, etc.) must contain the following elements:

STAG purchase order number (BEXXXXXXX)

Project number (PXXXX. XX)

Order Date

Contact person at STAG AG

Quantities

Gross/net weight

Invoices must be issued in accordance with the formal requirements of VAT legislation.



#### 4. Delivery time

The delivery dates agreed in the order are binding, unless otherwise agreed in writing. Compliance with delivery dates is an essential contractual obligation.

The Supplier shall inform STAG immediately in writing as soon as it recognizes or must recognize that a delivery in whole or in part cannot be made on time, unless otherwise agreed in writing, stating the reasons and the expected duration of the delay.

In the event of delay in delivery, STAG is entitled to demand a contractual penalty (penalty), unless otherwise agreed in writing. This amounts to 1.5 % of the net order value per completed calendar week of the delay, but no more than 9 % of the net order value.

The penalty is owed regardless of any fault on the part of the supplier, unless otherwise agreed in writing. The enforcement of the penalty does not affect STAG's further claims for damages; a penalty paid will be offset against any damages.

In the event of significant or repeated delays in delivery, STAG shall be entitled to withdraw from the contract in whole or in part, unless otherwise agreed in writing, without prejudice to other statutory or contractual rights.

In the event of delivery delays due to force majeure, no contractual penalty (penalty) is owed for the duration of the impairment. However, the supplier must inform STAG AG of this in writing without delay.

#### 5. Shipping / Transport / Packaging

The shipping/transport is carried out according to our order.

If dispatch is delayed as a result of circumstances for which the supplier is responsible, the risk shall pass to the supplier upon notification of readiness for dispatch. Furthermore, we have the right to withdraw from the contract or to demand damages for non-performance after a reasonable grace period has been set and its fruitless expiry. In the event of delay, the supplier must bear in particular the costs and risks resulting from instructions and necessary formalities incumbent on him that are not given in time.

The packaging must be designed in such a way that the goods are effectively protected against damage and corrosion during transport and any subsequent storage. The supplier is liable for damage caused by improper packaging. The supplier is obliged to mark or label the goods in the manner prescribed by us.

The supplier is responsible for all costs and disadvantages resulting from non-compliance with our instructions for transport, customs clearance, etc.

#### 6. Terms of payment

Unless otherwise agreed in writing, invoices are to be paid within 45 days net, including VAT, after the invoice date without deductions.

A discount deduction is only permissible if it is expressly agreed in writing and shown in the order, in particular a 2% discount if payment is made within 14 days.

Incomplete or incorrect invoices entitle STAG to reject them; in this case, the payment period does not begin until receipt of the corrected invoice. The payment period begins only after receipt of the goods/services.

#### 7. Ownership

Materials, components, tools, devices, drawings, documents or other objects provided by STAG or manufactured or procured by the Supplier on behalf of or at the expense of STAG shall become the property of STAG at the latest upon their production, provision or payment, even if they are still at the Supplier.

The Supplier is obliged to clearly mark STAG's property, store it separately, properly insure it and use it exclusively for STAG's orders.

Irrespective of the transfer of ownership, risk and transfer of liability shall be governed exclusively by the agreed Incoterms in accordance with Incoterms 2024, unless otherwise agreed in writing. If STAG AG's order does not include an incotermination, FCA shall apply in accordance with Incoterms 2024.

STAG is entitled to demand the provision of suitable bank guarantees to secure its claims, in particular:

- Deposit guarantee
- Performance guarantee
- Warranty guarantee

The guarantees must be made on first request, irrevocably, independently of the underlying transaction and in accordance with the applicable STAG regulations, unless otherwise agreed in writing.

#### 8. Conclusion of contract

Our orders are only binding if they have been placed or confirmed by us in writing (letter, e-mail). Sketches, drawings, comments, specifications, etc. form part of our orders, provided that they are expressly mentioned as such, dated and visited by us.



Every order from STAG AG must be confirmed in writing by the supplier within a period of two working days after receipt (order date). If this does not happen, we are entitled to revoke our order without the supplier being able to derive any claims from this.

Unless otherwise agreed in writing, the order issued by STAG AG and validly signed by the Supplier shall be deemed to be the order confirmation. After receipt of the order confirmation by STAG AG, changes and/or additions are only binding if they are confirmed by us in writing.

Within reasonable limits, we are entitled to demand changes to the agreed delivery item with regard to design, execution and delivery dates, even after receipt of the order confirmation. If additional costs are incurred as a result, we must be informed immediately and a comprehensible list of the additional costs must be provided within a reasonable period of time. We are to be compensated for reduced costs within the scope of the order (project).

The supplier is obliged to inform us of possible defects when submitting the offer documents, in particular with regard to compliance with the state of the art of science and technology, environmental protection regulations or technical expediency.

### 9. Warranty

The Supplier guarantees that all deliveries and services will be completed in full, professionally and exactly in accordance with:

- the drawings provided by STAG,
- specifications,
- Parts lists,
- test and production documents as well as
- all other binding technical and qualitative specifications of STAG

unless otherwise agreed in writing. Deviations from this are considered material defects within the meaning of these warranty provisions.

The Supplier further warrants that the deliveries and services:

- are free of defects in property and title,
- correspond to the latest state of the art, and
- are suitable for their intended use.

In principle, the warranty period is 12 months from the date of readiness for operation, but no later than 24 months after delivery or notification of readiness for shipment, unless otherwise agreed in writing.

If defects occur during the warranty period, STAG is entitled, at its own discretion:

- Rectification,
- Replacement delivery, or
- Rectification of defects by third parties at the supplier's expense

If the repair or replacement delivery fails, is delayed or is not reasonable for STAG, STAG is entitled to demand a reduction, withdrawal from the contract and damages.

The warranty also extends to replaced or repaired parts, for which the warranty period begins to run again, but at least for 12 months, unless the original remaining term is longer.

The supplier is also liable for hidden defects that occur during the warranty period and were not recognizable during proper inspection.

In order to secure warranty claims, STAG shall be entitled to demand that the Supplier provide a warranty guarantee in accordance with the applicable STAG regulations, unless otherwise agreed in writing. The inspection of deliveries and services by STAG AG is carried out within the usual commercial framework. The time limit for complaining about open and hidden defects does not begin until they are actually discovered.



## 10. Privacy, Confidentiality, and Compliance

The Supplier undertakes to comply with all applicable legal provisions, in particular with regard to:

- data protection,
- occupational health and safety,
- environmental protection,
- Competition and antitrust law,
- anti-corruption and anti-bribery, as well as
- Export and sanctions regulations.

The supplier expressly undertakes to comply with the STAG Supplier Code of Conduct in the current version.

This obligation also applies to subcontractors, subcontractors and other third parties used by the supplier for the performance of the contract.

The disclosure of drawings, technical documents, specifications, data, information or other non-publicly accessible documents from STAG to the supplier shall only take place on the basis of a non-disclosure agreement (NDA) from STAG legally signed by both parties, unless otherwise agreed in writing.

The Supplier undertakes to treat all information received in the course of the business relationship confidentially, to use it exclusively for the performance of the contract and to take appropriate technical and organizational measures to protect against unauthorized access, loss or misuse.

STAG is entitled to demand appropriate information and appropriate evidence in the event of reasonable suspicion of violations of legal provisions, the STAG Code of Conduct or the confidentiality obligations.

Violations of this clause 9 entitle STAG to demand appropriate remedial measures or to withdraw from the contract in whole or in part, unless otherwise agreed in writing.

## 11. Liability

The Supplier shall be liable in accordance with the statutory provisions for all damages incurred by STAG in connection with the performance of the contract, in particular as a result of:

- Delay in delivery,
- defects in quality or title,
- breach of contractual obligations,
- Violation of protection, care or ancillary obligations.

The Supplier's liability also includes consequential and financial losses, to the extent permitted by law.

Liability for personal injury, intentional or grossly negligent conduct as well as for mandatory statutory liability (in particular product liability) remains unrestricted.

A contractual penalty (penalty) agreed in these GTC or in the contract as well as regulations on warranty, ownership and securities or bank guarantees remain unaffected by this liability regulation.

The Supplier shall indemnify STAG against all claims by third parties asserted due to breaches of duty by the Supplier or the subcontractors employed by the Supplier.

## 12. Place of performance and jurisdiction

Swiss law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), unless otherwise agreed in writing.

The place of performance and exclusive place of jurisdiction is the registered office of STAG AG, unless there are mandatory statutory provisions to the contrary.

