

General Terms and Conditions of Purchase (10/2025)

1. Scope

These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") apply to SWISSPHONE Wireless AG (CHE-101.104.130) and all its affiliated companies and subsidiaries (hereinafter collectively referred to as the "Swissphone Wireless Group" or "SWISSPHONE"). They govern all business relationships worldwide between the SWISSPHONE Wireless Group and the Supplier in connection with the purchase of products, goods, software or services (hereinafter collectively referred to as "Services"). The GTCP also apply if no explicit reference is made to them in the individual case, regardless of whether the cooperation is on an individual basis, on a recurring basis or within the framework of a long-term contract. In the case of an ongoing business relationship, they also apply as a framework agreement.

Any deviating or supplementary terms and conditions of the Supplier, in particular its general terms and conditions of business or delivery, shall not apply – even if reference is made to them in offers, order confirmations or other documents and SWISSPHONE does not expressly object to them or accepts services or makes payments.

These GTC are accepted upon submission of an offer, confirmation or execution of an order or call-off.

2. Enquiries and offers from the Supplier

Any communication from SWISSPHONE designated as an "enquiry" constitutes a non-binding request for information, documentation or an offer.

Offers made by the Supplier to SWISSPHONE are generally free of charge, unless otherwise expressly agreed. If the offer deviates from an enquiry or these GTC, the Supplier must expressly and clearly indicate this.

Offers are binding for the period specified in the enquiry. If no such period is specified, the offer shall be binding for three (3) months from the date of submission.

3. Acceptance of offers, ordering process

SWISSPHONE places orders exclusively using forms generated by it and marked as "order", which are sent by post or e-mail. Framework agreements or longer-term call-off agreements require a separate written agreement. Call-offs within existing framework agreements or for partial deliveries are made by means of a separate order or call-off confirmation.

Each order contains a unique order number, which must be used by the Supplier in all documents, delivery notes, invoices and all correspondence.

The Supplier must confirm each order or call-off in writing within five (5) working days. If the contract has already been concluded with the order on the basis of a binding offer from the Supplier, the confirmation serves as documentation. If our order is to be regarded as an offer, the contract is concluded upon confirmation by the Supplier.

4. Transfer of ownership and risk

Ownership of the delivery items shall pass to SWISSPHONE upon delivery to SWISSPHONE or to a third party expressly designated by SWISSPHONE at the destination. The Supplier's retention of title shall not be recognised.

Until handover and the associated transfer of ownership, the Supplier shall bear the risk of damage, loss or destruction, regardless of the mode of shipment.

5. Deadlines

All delivery or service dates specified in orders, contracts or call-offs are binding. A delay occurs without a warning letter being required as soon as the date is exceeded.

In the event of default, SWISSPHONE reserves all legal rights. SWISSPHONE is entitled to demand a contractual penalty of 0.2% of the invoice value of the delayed deliveries or services per working day of delay – up to a maximum of 5% of the invoice value of the delayed deliveries or services.

Payment or assertion of the contractual penalty does not release the Supplier from the obligation to fulfil the contract in full. Further claims for damages remain reserved. The contractual penalty shall be deducted from further claims for damages. The timely receipt or complete acceptance of the service by SWISSPHONE in accordance with the contract is decisive for compliance with the deadline. SWISSPHONE may reserve the right to claim the contractual penalty even after acceptance until the invoice has been paid (in the case of partial payments, until the final payment has been made).

6. Deliveries, transport and insurance

Delivery shall be made free of charge (DDP pursuant to INCOTERMS 2020) to the address specified by SWISSPHONE in the order or in the contract or to an expressly designated destination.

The Supplier is obliged to pack the delivery properly, protect it against transport damage and insure it adequately at its own expense until it is handed over at its destination. The Supplier alone is liable for damage resulting from inadequate packaging or transport precautions.

This also applies to transport damage that occurs during onward transport to SWISSPHONE's customers or end customers, provided that this is due to packaging errors or inadequate load securing.

7. Force majeure

If one of the contracting parties is prevented from fulfilling its contractual obligations in a timely manner due to an event for which it is not responsible, which was unforeseeable at the time the contract was concluded and which could not be avoided (force majeure), the affected contracting party shall be released from its performance obligations for the duration of the hindrance and to the extent of its effect. The affected party shall be obliged to inform the other party immediately of the impediment and its expected duration. SWISSPHONE shall be entitled to rescind the contract or, in

the case of a continuing obligation, to terminate it if continuation of the contract is no longer reasonable for SWISSPHONE due to the duration of the impediment. This shall apply after three months at the latest. In this case, any payments already made for services not rendered must be reimbursed to SWISSPHONE without delay.

8. Prices

All agreed prices are fixed prices and, unless expressly stated otherwise, are total prices including all ancillary costs. These include, in particular, costs for packaging, shipping, transport, insurance, unloading, public charges, customs duties and other expenses.

Unless the price is expressly designated as a net price or excluding VAT, statutory value added tax is included in the price.

Price changes are excluded during the term of the contract unless they have been expressly approved in writing by SWISSPHONE.

9. Terms of payment and invoicing

Payment shall be made within the agreed payment period. The payment period begins upon complete receipt or acceptance of the contractual service and upon receipt of a formally and substantively correct and verifiable invoice.

Advance payments require a separate written agreement. In such cases, the Supplier must provide an appropriate bank or insurance guarantee or other security at the request of SWISSPHONE.

Contractual penalties or other claims by SWISSPHONE may be offset by SWISSPHONE without restriction against outstanding invoice amounts. SWISSPHONE is also entitled to offset counterclaims by affiliated companies against claims by the Supplier.

The assignment of claims by the Supplier against SWISSPHONE to third parties is only permitted with the prior written consent of SWISSPHONE. This consent may not be refused without objective reason.

Invoices must be sent to the invoice receipt office designated by SWISSPHONE. They must be VAT-compliant and contain the following information:

- SWISSPHONE order number
 - Country of origin of each item delivered
 - Delivery address
 - IBAN of the payment account.
-

10. Warranty

The Supplier warrants that all supplies and services are free from quality defects and defects of title and, in particular, that they have the agreed quality and the quality that is customary and expected for the type of item. They must also be suitable for the purpose specified in the contract and for the usual purpose.

The Supplier warrants that its supplies and services comply with all applicable legal regulations, standards, technical rules, environmental and safety regulations. In particular, the relevant standards for product safety, occupational health and safety, and environmental protection apply.

The warranty period is 24 months and begins with the handover of the goods or acceptance of the service by SWISSPHONE, unless otherwise agreed.

Unless otherwise agreed in a quality assurance agreement or other contract, the following rule applies: SWISSPHONE shall only inspect the goods upon receipt for defects that are apparent upon external inspection, including the delivery documents (e.g. transport damage, incorrect or short delivery) or that are detectable during a random quality control check. If acceptance has been agreed, there is no obligation to inspect the goods. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. With regard to the notification of defects, the respective statutory provisions shall apply.

In the event of defects, SWISSPHONE is entitled to the statutory warranty claims, including claims for damages, without restriction. In the event of a warranty claim, SWISSPHONE may, at its own discretion, demand subsequent performance in the form of repair or replacement. If this fails, is impossible, unreasonable, is refused or does not take place within a reasonable period of time, SWISSPHONE may withdraw from the contract, reduce the price or claim damages under the statutory conditions. If repairs or replacements are made, the warranty period for the affected parts shall recommence.

The Supplier shall also be liable for consequential damage caused by defects. If claims are made against SWISSPHONE by customers or third parties due to defects attributable to the Supplier's services, SWISSPHONE shall be entitled to unlimited recourse in accordance with the statutory provisions.

11. Product liability and product safety

The Supplier shall indemnify SWISSPHONE comprehensively against all third-party claims arising from product liability or product safety laws, insofar as the cause of the claim lies within its sphere of control and organisation and it is itself liable in external relations. This includes, in particular, expenses, recall costs and damages incurred in connection with defective or unsafe products of the Supplier. SWISSPHONE undertakes to inform the Supplier immediately of any such claims.

The Supplier undertakes to maintain worldwide product liability and public liability insurance for the entire term of the contract and for a reasonable period of subsequent liability. This must also cover installation and removal costs, recall costs and damage to third parties as a result of safety defects. Proof of insurance must be provided to SWISSPHONE on request.

12. Third-party rights

The Supplier warrants that its services do not infringe any third-party rights, in particular no property rights such as patents, copyrights, trademarks, designs or trade secrets. The Supplier shall indemnify SWISSPHONE indefinitely against all third-party claims arising from such an

infringement and shall reimburse all resulting expenses and damages. This shall not apply if the Supplier can prove that it is not responsible for the infringement.

SWISSPHONE undertakes to inform the Supplier immediately of any such claims. At SWISSPHONE's request, the Supplier is obliged to participate in the legal defence or to assume it at its own expense.

13. Intellectual property rights

All rights to documents, data, information, technical specifications, plans, drawings, calculations or other documents that SWISSPHONE makes available to the Supplier or makes accessible to them within the scope of the cooperation remain exclusively with SWISSPHONE.

The Supplier may only use these for the purpose of fulfilling the contract. Use by third parties, reproduction or disclosure is not permitted without the prior written consent of SWISSPHONE.

If the contract includes development services provided by the Supplier, all work results created by the Supplier for SWISSPHONE within the scope of the service provision, including all industrial property rights and copyrights thereto, shall belong exclusively to SWISSPHONE and shall be transferred in full by the Supplier to SWISSPHONE in accordance with the following provisions.

The Supplier grants SWISSPHONE the exclusive and irrevocable right to all known and unknown types of use, without restriction in terms of space, time or content, as well as the sole and unrestricted right of ownership to those work results to which such a right can be established and transferred. In particular, SWISSPHONE shall be entitled without restriction to reproduce, edit, transfer into other forms of presentation and otherwise modify, continue and supplement the work results, to distribute them in unaltered and altered form, to reproduce them publicly, grant sub-licences and transfer all rights of use granted under this contract, either for a fee or free of charge.

If work results are produced that can be protected by industrial property rights, the Supplier is obliged to notify SWISSPHONE of this in writing without delay. SWISSPHONE is free to register these property rights in its own name. The Supplier shall provide SWISSPHONE with comprehensive support in this regard, in particular by immediately providing it with the necessary information and making all necessary declarations and taking all necessary measures. The Supplier is prohibited from registering such rights in its own name or in the name of a third party or from directly or indirectly assisting third parties in doing so.

The Supplier has entered into valid and sufficient agreements with its employees and will take all necessary measures to ensure that the work results created by this group of persons are transferred to the contractor for the fulfilment of its obligations under this clause. In particular, it will make unrestricted use of the inventions created by its employees that are eligible for patents and/or utility models.

14. Materials and documents provided

All materials, tools, packaging, containers, parts, drawings or other items provided or paid for by SWISSPHONE to the Supplier shall remain the property of SWISSPHONE, even during processing or treatment.

They must be treated with care, maintained, insured against damage and loss by the Supplier and may only be used for the fulfilment of the contract. Any modification, transfer, use for third parties or destruction requires the prior written consent of SWISSPHONE.

At SWISSPHONE's request, these items must be returned immediately and in full or destroyed in a verifiable manner. There is no right of retention. The return or destruction must be confirmed in writing.

15. Confidentiality

The Supplier undertakes to treat all information, data, documents and business-specific circumstances that become known to it in the course of the business relationship with SWISSPHONE as strictly confidential. These may only be used for the fulfilment of the respective contractual purpose and may only be passed on to employees or third parties who are involved in the implementation and who have also been obliged to maintain confidentiality.

SWISSPHONE may require separate confidentiality agreements to be concluded prior to the conclusion of the contract, in particular for services provided on SWISSPHONE's premises or for data requiring special protection.

The obligation to maintain confidentiality does not apply to information that was demonstrably already known to the Supplier without any confidentiality obligation, was lawfully acquired from third parties or is publicly known, or to information that must be disclosed due to legal regulations or court or official orders to the extent of the disclosure obligation.

The confidentiality obligation shall continue to apply for a period of five years after the end of the contractual relationship.

If the parties have concluded a separate confidentiality agreement that extends to the contract, this shall take precedence.

16. Data protection

Within the scope of contract execution, SWISSPHONE is entitled to process personal data of the Supplier and its employees to the extent necessary to fulfil legal or contractual obligations. Details can be found in Swissphone's data protection information.

SWISSPHONE shall ensure compliance with the applicable data protection regulations, in particular the EU General Data Protection Regulation (GDPR) and the applicable national data protection regulations, by taking appropriate technical and organisational measures.

17. Code of conduct for Suppliers

The Supplier undertakes to comply with all applicable legal regulations, in particular those of the country of manufacture and destination. This applies in particular to:

the prohibition of corruption and bribery (active and passive),

respect for human rights and working conditions,

the prohibition of child labour and forced labour,
environmental and climate protection,
occupational safety and health protection for employees.

The Supplier must take appropriate measures to promote and ensure compliance with this Code of Conduct in its supply chain.

In the event of a breach of these obligations, SWISSPHONE shall be entitled to withdraw from the contract or terminate it with immediate effect. If it is possible to remedy the breach, SWISSPHONE shall first set the Supplier a reasonable deadline for doing so, unless such a deadline is dispensable under the applicable legal provisions.

18. Information security / cybersecurity

The Supplier undertakes to take appropriate technical and organisational measures to ensure the confidentiality, integrity, authenticity and availability of its systems and the associated services. These measures shall be state of the art and based on a recognised information security management system. If deliveries or services include software, firmware or IT components, the Supplier shall ensure that:

current industry-standard security standards are complied with,

vulnerabilities, malicious code and other security risks are detected, assessed and remedied at an early stage,

security updates, patches and maintenance services are provided throughout the expected service life,

a so-called "software bill of materials" (SBOM) with all third-party components is provided upon request,

SWISSPHONE is entitled to carry out security checks or have them carried out.

The Supplier shall designate a central contact person for information security to SWISSPHONE and undertakes to report any security-related incidents that could affect SWISSPHONE or its operations without undue delay.

It further undertakes to pass on comparable requirements to its own subcontractors and to provide evidence of compliance upon request, e.g. through certificates or audit reports.

19. Audits

SWISSPHONE is entitled, after prior notification, to verify compliance with quality standards in the Supplier's production by conducting quality audits itself or through third parties appointed by it who are bound to confidentiality. For this purpose, the Supplier shall grant SWISSPHONE access to its production facilities during normal business hours and provide any information and documents

necessary for the aforementioned purpose. If defects are found during the quality audit, the Supplier shall immediately remedy them by taking appropriate measures.

20. Publications

Any public mention of the cooperation with SWISSPHONE – in particular in press releases, references, advertising materials, presentations or on websites – requires the prior express written consent of SWISSPHONE. This also applies to the use of logos, trademarks or product names of the SWISSPHONE Wireless Group.

21. Applicable law, place of performance and jurisdiction

The contractual relations between SWISSPHONE and the Supplier are subject to the substantive law of the country in which the SWISSPHONE company with which the contract was concluded has its registered office. The United Nations Convention on Contracts for the International Sale of Goods (CISG, "Vienna Sales Convention") is expressly excluded.

Unless otherwise agreed, the place of performance is the registered office of the respective SWISSPHONE company. The exclusive place of jurisdiction is the registered office of the SWISSPHONE company with which the contract was concluded. However, SWISSPHONE is also entitled to sue the Supplier at its registered office or any other permissible place of jurisdiction.