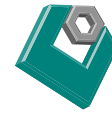


General Terms and Conditions of Purchase



**Brütsch-Rüegger
Tools**

1. Scope

1.1 All agreements between Brütsch/Rüegger Tools Ltd. (hereinafter referred to as **"BRW"**) and its suppliers or other contractors (hereinafter referred to as the **"Supplier"**) are subject to the following General Terms and Conditions of Purchase (hereinafter referred to as the **"GTCP"**). These terms and conditions form an integral part of purchase enquiries, orders and contracts and are binding on both parties throughout the term of the agreement. The Supplier's terms and conditions shall apply only if expressly confirmed in writing by BRW. Failure to object, payment or acceptance of goods by BRW shall not constitute recognition of any deviating terms and conditions.

1.2 These GTCP shall also apply to all future deliveries and services provided by the Supplier to BRW and until BRW's new purchasing terms and conditions take effect.

1.3 The BRW Code of Conduct for Business Partners, as in force at any given time, forms an integral part of these purchasing terms and conditions.

2. Quotations, orders, conclusion of contract

2.1 The Supplier's quotations must be made in writing (e-mail is sufficient), must describe the goods in full and must list in full all additional products necessary for the safe and efficient use of the delivered goods by BRW and must include such products in the quoted price. Any deviation from BRW's enquiry must be expressly identified separately.

2.2 No compensation shall be paid for visits made in connection with quotations or for preparing quotations, projects, etc., unless such compensation was expressly agreed in writing.

2.3 Only orders placed in writing (e-mail is sufficient) shall be legally binding. Orders placed orally or by telephone shall only become legally valid upon subsequent written confirmation by BRW (e-mail is sufficient). The same shall apply to oral ancillary agreements and amendments to the contract.

2.4 BRW may request changes to the goods even after conclusion of the contract insofar as such changes are necessary and reasonable for the Supplier. This shall apply in particular to orders for parts manufactured according to drawings, tools and equipment where such changes become necessary during the manufacturing process. In the event of such a contractual change, the effects shall be taken into account appropriately and by mutual agreement by both parties, in particular with regard to additional or reduced costs and delivery dates.

2.5 Deviations from and changes to the goods by the Supplier shall only be permitted if the Supplier expressly notifies BRW thereof in writing and BRW has confirmed approval in writing in advance.

3. Prices, invoicing and payment

3.1 The prices agreed with the Supplier are binding and exclude any subsequent claims for additional payment. Unless otherwise agreed in writing, the prices include the costs of packaging and transport to the delivery address specified by BRW, as well as the cost of customs formalities and customs duties.

3.2 If BRW's order does not specify prices, BRW reserves the right to subsequently review and approve the prices invoiced, even if performance of the supply contract has already commenced.

3.3 Invoices must be submitted separately and in due form by the Supplier, stating the order number, item, material description and BRW article number. Copies of invoices must be clearly identified as such. Invoices not submitted in due form shall be returned immediately to the Supplier by BRW and shall only be deemed received when a proper invoice is available.

3.4 Unless otherwise agreed, payment shall be made within 14 days minus a 3% cash discount or within 30 days net following delivery and receipt of the invoice by BRW.

3.5 Payments by BRW shall not constitute a waiver of claims arising from defective performance or any other claims of BRW.

3.6 In the event of a defective delivery, BRW shall be entitled to withhold payment until proper performance has been rendered.

4. Delivery dates, delay in delivery, shipping instructions, transfer of risk

4.1 The agreed delivery dates and deadlines are binding. Receipt of the goods at the delivery address specified by BRW shall be decisive for compliance with the delivery date or delivery deadline.

4.2 If it becomes apparent to the Supplier that an agreed date cannot be met, irrespective of the reasons for the delay, the Supplier shall immediately notify BRW thereof in writing, stating the reasons and the expected duration of the delay. BRW's claims arising from delay in delivery shall remain unaffected.

4.3 The Supplier may claim a failure of BRW to provide the necessary documents only if the Supplier requested such documents in writing and did not receive them within a reasonable period..

4.4 Delivery documents must be duly and separately submitted by the Supplier, and must state the order number, item, material description and BRW article number. BRW reserves the right to refuse acceptance of consignments with incomplete delivery documents and to return them at the Supplier's expense.

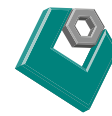
4.5 Unless otherwise agreed, shipment shall be at the Supplier's risk. Risk shall pass to BRW upon delivery of the goods.

4.6 In all other respects, the separate delivery guidelines shall apply to all deliveries and must be observed by the Supplier.

4.7 The goods must be packaged in such a way as to prevent damage in transit. Packaging materials shall only be used to the extent necessary to achieve this purpose, without causing additional work or costs for BRW. Only environmentally friendly, pollutant-free and readily recyclable packaging materials may be used; the applicable legal requirements must be complied with.

5. Service/system fee for deliveries of goods

5.1 In order to cover the internal expenses associated with the delivery of goods, in particular in the areas of article master data maintenance, data management, IT integration, incoming goods inspection and quality assurance measures, BRW may charge a service/system fee. The amount of this fee shall depend on the scope and quality of the respective deliveries, the service level of data transmission and the resulting additional internal expenses. The calculation shall be based, among other criteria, on the number of goods delivered and goods receipts.



5.2 The service/system fee shall be claimed annually from the Supplier by means of a credit note request and offset against invoices to BRW.

5.3 The service/system fee shall apply uniformly to all supplier relationships, unless a deviating individual agreement has been made in writing, and shall be specified in the commercial terms agreement.

6. Origin of goods, customs tariff number, regulations governing the movement of goods

6.1 The Supplier shall specify and continuously update the preferential and non-preferential origin, the customs tariff number and, where applicable, the hazardous materials marking for all delivered goods. The Supplier shall be liable for the accuracy of this information. Any changes to hazardous materials designations, the production site, the origin of the goods or the customs tariff number must in all cases be stated on the accompanying goods documents (delivery note / invoice).

6.2 Suppliers based in Switzerland may provide BRW, for all delivered articles, with a long-term supplier's declaration regarding the preferential origin of the goods in accordance with the applicable Swiss preferential origin regulations. This declaration must clearly state the preferential origin of the goods (e.g. "goods of Swiss preferential origin" or the corresponding statement under the applicable free trade agreements). The declaration must comply with the applicable customs regulations and must be updated or renewed at BRW's request.

6.3 Suppliers based outside Switzerland and manufacturers/suppliers that are unable to issue a long-term supplier's declaration are obliged to provide BRW with all information and proofs of origin required for the customs treatment of the goods. This includes in particular: (i) the non-preferential origin of the goods (country of origin), and (ii), where applicable, proof of preferential origin in accordance with the respective free trade agreements (e.g. origin declaration on the invoice or EUR.1 movement certificate). The corresponding information and proofs of origin must be provided to BRW no later than the documents accompanying the goods (in particular the invoice or delivery note).

6.4 The Supplier undertakes to observe and comply with the relevant national export control regulations (including sanctions lists, embargo lists, etc.) at the place of dispatch and, independently thereof, those of the EU and the USA (see also: <https://www.seco.admin.ch> and www.bis.doc.gov) and to inform BRW thereof in writing.

6.5 The Supplier is obliged to immediately and on its own initiative inform BRW if the goods supplied are dual-use goods or goods subject to an export license. In the case of goods subject to an export license, the Supplier shall provide BRW with all export-control and sanctions-law information and documents required to obtain the export license (e.g. export list numbers, ECCN numbers). The Supplier must ensure, or enable BRW by providing appropriate information, that dual-use goods and goods subject to authorization are clearly identified on electronic sales platforms and/or in databases. If BRW requires further information for this purpose, it will request such information from the Supplier, which the Supplier shall provide without delay. Where applicable, the Supplier is obliged to clearly and traceably identify the goods concerned in its quotations, order confirmations and all documents accompanying the goods with the relevant ECCN/GKN (Export Control Classification Number/Güterkontrollnummer).

6.6 In the event of non-compliance with these obligations – in particular where origin information or proofs of origin are missing, late or incorrect – the Supplier shall be liable for all losses incurred by BRW as a result, including any subsequent claims for import duties, fines or comparable sanctions.

7. Proper performance of the contract, warranty

7.1 The specification of the goods agreed with the Supplier is a material part of the supply contract and may only be amended with the consent of both parties. The Supplier shall continuously inspect the quality of the goods with due care and in an appropriate manner. The Supplier shall immediately notify BRW of any possible improvements and implement them at BRW's request. Requirements relating to technical data and inspection procedures shall not release the Supplier from its obligation to supply goods that are free from defects, conform to the contract and are functional.

7.2 The incoming goods inspection carried out by BRW includes identification of the goods, a quantity check based on sample inspection and review of the delivery documents. Individual articles are not inspected at the time of acceptance. Subsequent claims in respect of concealed damage, shortages, incorrect articles, expiry of the shelf life or quality defects are reserved.

7.3 Defective deliveries identified during incoming goods inspection shall be notified to the Supplier in writing within 10 working days. The same notification period for defects shall apply to defects discovered later, commencing from the time the defect becomes known.

7.4 The Supplier warrants that the goods comply with the agreed specifications and quality standards, are fit for the intended use, correspond to the recognized state of the art, are free from material defects and defects in title and comply with all applicable national and international regulations and requirements.

7.5 The Supplier is obliged, at its own expense, to enclose the declarations and confirmations required by BRW concerning the conformity of the goods with all applicable regulations (in particular those concerning essential safety and health requirements) in the languages requested by BRW.

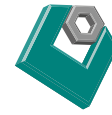
7.6 The Supplier undertakes, at BRW's option, to repair or replace defective goods. The Supplier shall bear all costs associated with repair or re-placement. If the Supplier fails to remedy the defect within a reasonable period, BRW shall be entitled, at its option, to demand a price reduction, withdraw from the contract or have the defective goods repaired at the Supplier's cost and risk, either by BRW itself or by third parties or replaced. The warranty period shall be two years from delivery of BRW's end product to the end customer. The warranty period shall recommence in the event of replacement delivery or repair.

7.7 Payments made by BRW shall not constitute a waiver of warranty claims.

7.8 In all cases, BRW may claim compensation for losses arising directly or indirectly from non-performance or improper performance. The Supplier shall be liable for its sub-suppliers as for itself. If BRW incurs costs as a result of a defective delivery or other improper performance, in particular transport, material and labor costs, the Supplier shall reimburse such costs in full.

8. Liability, indemnification and insurance

8.1 The Supplier warrants that the goods supplied comply with all applicable Swiss and EU/EEA regulations as well as governmental requirements. This in particular includes compliance with provisions relating to product safety, product liability, chemicals legislation, environmental law and, where applicable, regulatory requirements applicable to medical devices or electrical equipment in the respective sales markets.



8.2 The Supplier shall ensure that the goods are properly marked and declared and are accompanied by all required information, warnings and instructions for use in the languages required in each case. The supplier undertakes to on its own initiative provide, the evidence required for the EU/EEA and CH markets (e.g. declarations of conformity, safety data sheets, test reports, certificates).

8.3 The Supplier shall immediately inform BRW in writing of any change that could affect the conformity of the goods and of any governmental objections or recall measures in any country. In addition, the Supplier warrants that the goods do not infringe on any third-party rights (in particular intellectual property rights) and are free from defects in title. Unless otherwise agreed, the following shall apply:

8.3.1 The Supplier shall be liable to BRW, irrespective of fault, for the entire loss caused by the Supplier as a result of a breach of contract or defective delivery.

8.3.2 If claims are asserted against BRW, the Supplier shall be liable to BRW to the same extent as the Supplier would be directly liable. The Supplier shall indemnify BRW against all such claims.

8.3.3 BRW shall also be entitled to claim reimbursement from the Supplier for costs that BRW is required to bear in relation to its customers, provided that such customers have a claim against BRW for reimbursement of costs required to remedy defects, in particular transport, travel, labor and material costs.

8.3.4 The Supplier undertakes, at its own expense, to maintain appropriate business and product liability insurance, including recall cost insurance, and to provide BRW with corresponding evidence upon request. The Supplier's liability shall not be limited to the amount of the insurance coverage. In the event of a loss, the Supplier undertakes to claim insurance benefits in favor of BRW and, to the extent legally permissible, to assign the corresponding claims to BRW upon request.

8.3.5 If BRW or one of its direct or indirect customers takes measures to avert danger (e.g. a recall campaign), the Supplier shall be liable to the extent that the danger was caused or contributed to by its performance.

9. Confidentiality

9.1 All documents provided by BRW, including drawings, formulations, sketches and samples, are the exclusive property of BRW. The Supplier undertakes not to make these documents accessible to third parties, to use the documents and samples exclusively for the performance of BRW's order, not to reproduce them, to handle and store them with due care and to return them to BRW in full immediately after completion of the tasks. In particular, the Supplier shall, even after completion of the order, keep secret the manufacturing processes acquired from BRW and shall use them neither for its own production nor for deliveries to competitors of BRW. BRW reserves all rights in new features originating from BRW, in particular in the event of patents being granted or other industrial property rights. Goods manufactured in accordance with documents designed by BRW, such as drawings, models or confidential information, may neither be used by the Supplier itself nor offered or supplied to third parties.

9.2 The confidentiality obligation shall remain in force after termination of the contract between BRW and the Supplier.

9.3 The use of BRW enquiries or orders, other correspondence or the existence of a business relationship between the Supplier and BRW for

advertising purposes shall not be permitted without BRW's prior written approval.

10. Technical documents, production equipment, manufacturing documents

10.1 Technical documents and aids, models, test fixtures, tools, special equipment, molds, samples, designs, plans, projects, drawings and other production equipment or manufacturing documents (collectively, the "Production Equipment") provided to the Supplier by BRW or produced by BRW shall remain the property of BRW and may not be used, reproduced or made accessible to third parties by the Supplier for any purpose other than performing the delivery.

10.2 If Production Equipment is manufactured by the Supplier on behalf of BRW or procured by the Supplier from third parties and the Supplier receives compensation from BRW for this, ownership shall pass to BRW no later than upon full payment of such compensation, even if the Production Equipment remains in the Supplier's possession. In such case, the Supplier shall be responsible, at its own expense, for servicing, maintenance and insurance of the Production Equipment.

10.3 Production Equipment owned by BRW or provided by BRW, including the current documentation relating to the Production Equipment, shall be surrendered to BRW at any time and upon first request.

10.4 The Supplier shall independently verify the usability of Production Equipment provided by BRW. The Supplier shall be liable for damage to, deterioration, destruction or loss of Production Equipment or manufacturing documents.

10.5 The Supplier shall clearly mark all Production Equipment owned by BRW as the property of BRW in accordance with BRW's instructions.

11. Intellectual property rights and rights of use

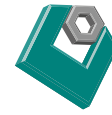
11.1 The Supplier warrants and represents that all deliveries do not infringe on any third-party intellectual property rights and, in particular, that the delivery and use of the supplied items do not infringe on any patents, licenses or other third-party intellectual property rights.

11.2 The Supplier shall indemnify BRW and BRW's customers against third-party claims arising from any infringement of intellectual property rights and shall also bear all costs incurred by BRW or the customer in this connection.

11.3 If the Supplier owns intellectual property rights in the delivered goods, including illustrations and certificates, BRW shall be granted a royalty-free, perpetual and freely transferable right of use thereof.

11.4 The Supplier shall provide BRW free of charge with all product data, product descriptions, technical information, safety data sheets and image material required for distribution. The supplier warrants that it holds the rights required for this purpose and grants BRW a non-exclusive, transferable, perpetual and worldwide right of use in such content, in particular for use in online shops, print media, catalogues, marketplaces, price lists and sales materials, as well as for marketing and sales purposes and for compliance with statutory information, evidence and documentation obligations. This right shall continue after termination of this contract to the extent necessary for the sell-off, promotion, documentation and processing of goods delivered by the Supplier that remain in the inventory of BRW or its affiliated companies.

General Terms and Conditions of Purchase



**Brütsch-Rüegger
Tools**

11.5 The Supplier shall ensure that the use of the content provided by BRW or its partners does not infringe on any third-party rights (in particular copyrights, trademark rights or personality rights). It shall indemnify BRW against all third-party claims in this respect and undertakes to bear all costs arising in this connection (including reasonable legal costs).

12. Force majeure

12.1 Force majeure, meaning war, civil unrest, strikes, lockouts, pandemics, official intervention, shortages of energy and raw materials as well as operational disruptions not attributable to the parties, e.g. due to fire, water or machine damage, and all other impediments which, viewed objectively, have not been culpably caused by the parties and continue for more than one week, shall release the parties from their performance obligations for the duration of the disruption and to the extent of its effects.

12.2 The parties are obliged, to the extent reasonably possible, to provide the necessary information without delay and to adapt their obligations to the changed circumstances in good faith. BRW shall be released in full or in part from the obligation to accept the ordered delivery/service and shall to that extent be entitled to withdraw from the contract if, due to the delay caused by force majeure or an industrial dispute and taking economic considerations into account, the delivery/ service can no longer be used by BRW.

13. Compliance / Code of Conduct

13.1 The Supplier undertakes to comply with the applicable statutory provisions relating to employees, environmental protection and occupational safety and to work towards reducing the adverse effects of its activities on people and the environment. Furthermore, the Supplier shall, upon request, demonstrate that it has implemented a code of conduct that applies the principles of the UN Global Compact. These essentially concern the protection of international human rights, the abolition of forced and child labor, the elimination of discrimination in hiring and employment, environmental responsibility and the prevention of corruption (see also www.unglobalcompact.org).

13.2 If the Supplier repeatedly and/or despite a corresponding warning breaches statutory provisions and fails to demonstrate that the breach has been remedied as far as possible and that appropriate measures have been taken to prevent future breaches, BRW reserves the right to terminate existing contracts with immediate effect.

14. Data protection

14.1 The Supplier agrees that all data transmitted in the course of the business relationship – in particular company, contact, communication, contract and performance data – may be used and stored electronically by BRW for the purpose of conducting and administering the purchasing process as well as for internal analysis, documentation and optimization.

14.2 The Supplier consents to BRW also disclosing such data, to the extent necessary, to affiliated companies insofar as this is required for purchasing, logistics, quality assurance, marketing or further business cooperation.

14.3 Data processing and disclosure shall take place in compliance with the applicable data protection laws, in particular the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU General Data Protection Regulation (GDPR). The Supplier shall have the right at any

time to request information about the data stored by BRW and to request its rectification or deletion within the framework of the statutory requirements.

15. Place of performance, applicable law, jurisdiction, contract language, severability clause

15.1 The delivery location agreed for the delivery obligation shall be the place of performance.

15.2 All legal relationships arising from or in connection with the contract between BRW and the Supplier shall be governed exclusively by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.3 The exclusive place of jurisdiction for all disputes between BRW and the Supplier arising from or in connection with the contract shall be Urdorf, Switzerland. However, BRW shall also be entitled to sue the Supplier at its general place of jurisdiction.

15.4 The contract language is German. If the contracting parties additionally use another language, the German wording shall prevail.

15.5 Oral agreements made after conclusion of the contract, including subsequent amendments and supplements to these GTCP and ancillary agreements of any kind shall only be valid if made in writing. The precedence of individual agreements shall remain unaffected. Where the contract requires written form, both parties may also use an electronic signature. The prerequisite is that the electronic signature is linked to a time stamp and enables verification of the integrity of the document and the identity of the person signing electronically (e.g. by means of SwissSign, Skribble, DocuSign or comparable solutions). In such cases, the written-form requirement shall also be deemed satisfied. Electronically signed documents must be delivered to the other party in electronic form. Documents bearing an original handwritten signature shall be delivered by post, courier, in person or electronically by transmitting a scanned copy of the document bearing the original signature. The same rules shall apply to the signing of the contract.

15.6 If any provision of these purchasing terms and conditions is void or unenforceable, the validity of the remaining provisions shall not be affected. Void or unenforceable provisions shall be replaced by provisions that correspond as closely as possible to the intended purpose.

September 2026

Brütsch/Rüegger Tools Ltd.
CH-8902 Urdorf