

General Terms and Conditions of Purchase | Effective August 28, 2025

1. General Provisions

Our Terms and Conditions of Purchase apply exclusively to purchases made by Jehle AG (hereinafter referred to as the "Purchaser"). We do not recognize any terms and conditions of sale from the supplier that conflict with or deviate from our Terms and Conditions of Purchase, unless we have agreed in writing to their validity. Our Terms and Conditions of Purchase apply even if we accept the delivery without reservation while being aware of conflicting terms and conditions from the supplier.

2. Conclusion of Contract

Quotations from the supplier are provided free of charge in all cases and are considered accepted only when a written order is placed by the purchaser. An order confirmation must be sent to us within two business days; thereafter, the order is deemed tacitly accepted unless the supplier provides notice to the contrary. The content of the contract is, in all cases, limited to what is included in the order. Additions or changes must be confirmed in writing to be valid.

3. Prices and Terms of Payment

All prices are fixed prices, unless expressly agreed otherwise in the individual contract. Reservations regarding price increases or any cost pass-throughs are valid only with our written consent. Payment shall be made within 30 days net after delivery or receipt of the invoice.

4. Delivery

Deliveries shall be made in accordance with Incoterms 2010 DDP Etzgen. Partial deliveries and early deliveries require the prior written consent of the purchaser. Each delivery also includes the handover of the shipping documents. Delivery is considered complete only upon proper acknowledgment of the delivery notes. If the goods are not accepted, they will be stored at the supplier's expense and risk.

5. Delay in Delivery

The agreed-upon delivery dates are binding dates for arrival at the designated delivery location. The supplier agrees to keep the relevant logistics department at the purchaser's company informed of the status of the delivery; in particular, the supplier shall inform the purchaser as early as possible of any risks regarding on-time delivery. Upon expiration of the delivery date, the Supplier shall be in default without the need for a reminder. In the event of default by the Supplier, the Purchaser shall notify the Supplier whether it wishes to proceed with the delivery or cancel it. A new delivery date must be confirmed in writing by the Supplier.

Failure to meet the delivery deadline entitles the purchaser, in addition to the right to demand performance of the contract, to claim compensation for consequential damages.

Should the purchaser be unable to accept the deliveries in accordance with the delivery schedule due to unforeseen events (e.g., force majeure or a decline in demand), we have the right to amend the delivery schedule accordingly, without this giving rise to any right to compensation or a price increase on the part of the supplier.

6. Acceptance and Warranty

The delivery will be inspected as soon as normal business operations permit, at which point it shall be deemed accepted by the purchaser. The supplier warrants that the delivered goods comply with the specified performance requirements and specifications, as well as with applicable laws, regulations, and other provisions. Materials in which defects are discovered during processing or use must be replaced by the supplier free of charge within a reasonable period of time, regardless of how much time has elapsed since delivery. Additional costs resulting from poor quality, or expenses for scrap or rework, may be charged to the supplier.

7. Confidentiality

The parties shall treat all information received in the course of their contractual cooperation as confidential. The business relationship and its details must be kept confidential from third parties.

All documents that the Customer provides to the Supplier for the preparation of a quote or the manufacture of a delivery item, etc., may not be used or reproduced for any purposes other than those for which they were provided, nor may they be made available to third parties. Upon conclusion or termination of the business relationship, the items and documents must be returned without being asked.

The parties are aware of the provisions regarding the protection of personal data. The provisions of the Data Protection Act (DPA) and the Data Protection Ordinance (DPO), as amended, apply without restriction.

8. REACH

The supplier warrants that it complies with the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No. 1907/2006 of December 18, 2006), as amended—hereinafter referred to as the REACH Regulation. If the delivered goods contain substances listed on the so-called “Candidate List of Substances of Very High Concern” (“SVHC List”) pursuant to REACH, the supplier is obligated to notify us immediately. If these substances are contained in the products delivered to us, we must be notified in writing prior to delivery, specifying the substance and its identification number (e.g., CAS) and providing a current safety data sheet for the product to be delivered. The delivery of these products requires separate approval from us. The supplier is obligated to indemnify us against any liability arising from the supplier’s failure to comply with the aforementioned regulations and to compensate us for any damages we incur as a result of or in connection with the supplier’s failure to comply with the regulations.

9. RoHS

The supplier must fully comply with the RoHS Directive in accordance with Directive No. 2011/65/EU and 2002/95/EC.

The supplier warrants that all products meet the requirements of the RoHS Directive. The supplier is obligated to indemnify us against any liability arising from the supplier’s failure to comply with the aforementioned regulations and to compensate us for any damages we incur as a result of or in connection with the supplier’s failure to comply with the regulations.

9. Governing Law and Jurisdiction

The legal relationship is governed by Swiss law. The applicability of the Vienna Convention on the International Sale of Goods (Vienna Sales Convention) is excluded. The place of jurisdiction is Laufenburg AG. However, the buyer is entitled to bring a claim against the seller before any other competent court.

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