



# General Terms and Conditions of Purchase

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GTCP of Gremotool GmbH, Wilerstrasse 3, CH-9200 Gossau (SG) Switzerland

Valid from 01.01.2026

## TRANSLATION NOTICE

This English translation is provided for convenience and understanding only. The legally binding version of these General Terms and Conditions is the original German text. In the event of any discrepancies, differences in interpretation or inconsistencies, the German version shall prevail.

## 1 GENERAL – SCOPE OF APPLICATION

### 1.1 Scope of these GTCP

These General Terms and Conditions of Purchase ("GTCP") apply to all – including future – offers, orders, deliveries and services provided for the benefit of Gremotool GmbH, Wilerstrasse 3, CH-9200 Gossau ("Gremotool"), irrespective of whether such deliveries or services are performed by the Supplier itself or procured from subcontractors.

### 1.2 Exclusion of conflicting supplier terms

Any terms and conditions of the contracting party ("Supplier") that deviate from, contradict, or are not included in these GTCP shall not form part of the contract unless Gremotool has expressly agreed to their applicability in writing. Any Supplier confirmation referring to its own business or delivery terms is hereby expressly rejected.

### 1.3 Priority of these GTCP despite knowledge of conflicting terms

These GTCP shall also apply if Gremotool accepts or performs deliveries or services from the Supplier without reservation while being aware of terms and conditions that conflict with or deviate from these GTCP.

### 1.4 Amendments to the GTCP

Gremotool reserves the right to amend these GTCP as required. The version valid at the time the contract is concluded shall apply.



## 1.5 Applicability to businesses and legal entities

These GTCP apply to Suppliers acting in the course of their commercial or independent professional activities at the time of contract conclusion (businesses), as well as to legal entities under public law.

## 1.6 Priority of individual agreements

Individual agreements between Gremotool and the Supplier (including side agreements, supplements or amendments) shall take precedence over these GTCP, provided that such agreements have been made in writing or confirmed in writing by Gremotool.

## 1.7 Mandatory information in Supplier correspondence

All correspondence issued by the Supplier (including invoices, order confirmations, shipping and delivery documents) must contain the following information:

- Gremotool order number
- Order line item
- Article numbers
- Quantities
- Customs tariff numbers
- Correct delivery and invoicing address

## 1.8 Origin of contractual goods and statutory obligations

Suppliers acting as resellers undertake not to supply contractual goods originating from war or embargo regions and not to procure goods from countries subject to delivery or export boycotts. The Supplier shall indemnify Gremotool against all third-party claims arising from any breach of this obligation.

The Supplier further undertakes to comply with all applicable statutory provisions, in particular regarding:

- occupational health and safety,
- environmental and health protection,
- lawful treatment of employees,
- due diligence obligations within the supply chain (in accordance with internationally recognised standards).

## 1.9 Legal violations and termination of contract

If the Supplier violates applicable law despite being notified and fails to demonstrate that such violations have been remedied to the extent possible and that effective measures have been implemented to prevent future breaches, Gremotool reserves the right to withdraw from existing contracts or to terminate them with immediate effect.



## 1.10 Export control, sanctions and embargoes

The Supplier guarantees compliance with all applicable export control, sanctions and embargo regulations (in particular CH/EU/US/UK). The Supplier confirms that contractual goods do not originate from listed countries or regions and that no listed persons or organisations are involved. Any violation entitles Gremotool to withdraw from or terminate the contract; the Supplier shall fully indemnify Gremotool.

## 2 CONCLUSION OF CONTRACT

### 2.1 Written form for framework agreements

Framework agreements, in particular for call-off transactions or services, as well as any amendments or supplements thereto, shall only be valid if made in writing.

This requirement may be fulfilled by:

- a written purchase order issued by Gremotool and a corresponding written order confirmation by the Supplier; or
- a separately concluded contract signed by both parties.

### 2.2 Individual orders and electronic transmission

Individual orders and call-off orders may also be validly placed by electronic means (e-mail).

Where the parties use qualified electronic signatures (QES) or other recognised equivalent electronic signatures, the requirement of written form shall be deemed satisfied.

### 2.3 Effectiveness of oral agreements

Oral agreements made prior to or at the time of contract conclusion shall only become effective once Gremotool has confirmed them either:

- in the purchase order in text form; or
- in a separately executed written agreement.

### 2.4 Amendments after contract conclusion / written form requirement

Any agreements made after contract conclusion, in particular amendments or supplements to these GTCP (including any amendment to the written form requirement itself), as well as any side agreements of any kind, shall only be valid if confirmed in writing by Gremotool.



## 2.5 Supplier's duty to examine and notify

The Supplier shall immediately notify Gremotool in writing or by e-mail of the following:

- obvious errors (e.g. clerical or calculation errors),
- incomplete orders,
- missing documentation,
- contradictory order information.

If the Supplier fails to provide such notification, the order shall be deemed approved within the limits of applicable statutory provisions.

## 2.6 Acceptance period for purchase orders

The Supplier shall accept each purchase order within five (5) working days of receipt by issuing a written order confirmation (e-mail is sufficient).

If the Supplier fails to provide timely confirmation, Gremotool shall be entitled to revoke the purchase order at any time.

## 2.7 Call-off orders – Supplier's silence

For call-off transactions, the following applies:

If the Supplier does not object to a call-off order within three (3) working days in text form, the contract shall be deemed concluded on the basis of the call-off order.

## 2.8 Deviations in the order confirmation

Any deviations in the Supplier's order confirmation from a purchase order or call-off order shall be deemed a new offer by the Supplier.

A contract shall only be formed if Gremotool issues a new purchase order or expressly accepts the deviation in writing.

## 2.9 No binding effect of Gremotool's silence

Silence on the part of Gremotool in response to offers, requests or other declarations by the Supplier shall not constitute acceptance unless expressly agreed in writing.

## 2.10 Nature of the order confirmation

Order confirmations issued by the Supplier are generally declaratory in nature and merely acknowledge receipt of the purchase order or call-off order.

## 2.11 Deliveries without a purchase order

Deliveries or services for which no purchase order has been issued by Gremotool shall not be recognised and shall not give rise to any claim for payment.



## 2.12 Changes to goods or services

If, within an existing business relationship, the Supplier intends to change characteristics of a good or service (e.g. materials, specifications, standards, software versions), the Supplier must notify Gremotool expressly and prior to contract conclusion or, if occurring during the contractual term, immediately.

Any changes without Gremotool's prior approval are prohibited.

## 3 DELIVERY AND DELIVERY DATES

### 3.1 Deviations from purchase orders

Any deviations from purchase orders or call-off orders regarding the type, quality, quantity, dimensions and/or weight of the goods shall only be permitted with Gremotool's prior written consent.

The values determined by Gremotool during incoming goods inspection shall be exclusively decisive for establishing the actual characteristics.

### 3.2 Packaging and transport security

The goods must be delivered in suitable packaging that ensures safe handling and transport.

Any damage resulting from inadequate packaging shall be borne entirely by the Supplier.

### 3.3 Binding nature of delivery dates

Agreed delivery dates and delivery periods are binding. Compliance shall be determined by the arrival of the goods at the place of performance.

### 3.4 Place of performance / Incoterms® 2020

Unless otherwise agreed in writing, the place of performance for the Supplier's delivery and service obligations shall be the registered office of Gremotool GmbH, Wilerstrasse 3, CH-9200 Gossau (Gremotool loading dock). Unless expressly agreed otherwise, the Incoterms® 2020 shall apply.

### 3.5 Installation and assembly services

If installation and/or assembly is to be carried out by the Supplier, the Supplier shall bear all ancillary costs (e.g. travel expenses, personnel, tools), unless otherwise agreed in writing. In such cases, timely performance shall be determined by the date of acceptance.

### 3.6 Delay in delivery

If delivery dates or delivery periods are not met, the Supplier shall be in default without the need for a reminder. In the event of default, Gremotool shall be entitled to exercise its statutory rights, in particular:

- withdrawal from the contract,
- damages,
- substitute performance.

If Gremotool grants a grace period, such period shall be five (5) working days, unless otherwise agreed.



### 3.7 Duty to inform in case of delivery difficulties

If the Supplier becomes aware of circumstances that may jeopardise timely delivery or compliance with the agreed quality or quantity (e.g. material shortages, logistics issues, failures of subcontractors), the Supplier must inform Gremotool immediately and in writing.

### 3.8 Early deliveries

Gremotool may reject early deliveries without thereby waiving its right to timely delivery.

If an early delivery is accepted, the goods shall be stored until the agreed delivery date at the Supplier's cost and risk.

Acceptance of a delivery that is not made on the agreed date shall not constitute a waiver of any claims for damages.

### 3.9 Partial deliveries

Partial deliveries shall only be permitted if Gremotool has given its prior written consent.

### 3.10 Availability of spare parts and product discontinuations

The Supplier undertakes to make spare parts for the contractual goods available, in an economically reasonable scope, for a period of ten (10) years from the date of Gremotool's last order.

In the event of product discontinuation, the Supplier shall inform Gremotool in good time to allow for stock-building orders.

### 3.11 Compliance with technical and statutory requirements

The Supplier guarantees compliance with all mandatory applicable regulations, standards, technical rules and safety requirements relevant to the contractual goods.

## 4 TRANSFER OF RISK AND TRANSFER OF TITLE

### 4.1 Transfer of risk in accordance with Incoterms® 2020

The Supplier shall bear the benefit and risk of the goods until acceptance by Gremotool or its authorised representatives at the contractually agreed place of delivery as specified in the purchase order and in accordance with the Incoterms® 2020 (receiving location).

Any deviation from the Incoterms® 2020 rules on the transfer of risk requires Gremotool's express written consent.

### 4.2 Transfer of risk for deliverables subject to acceptance

Where acceptance is agreed (e.g. for equipment, installation services, software, customised goods or products relevant to MVO requirements), the transfer of benefit and risk shall occur only upon successful acceptance by Gremotool.

Delivery or installation alone shall not suffice; the decisive factor is exclusively Gremotool's written acceptance confirmation.



### 4.3 Transfer of title / Exclusion of retention of title

Title to the delivered goods shall pass exclusively upon actual acceptance at the place of performance by Gremotool.

Neither dispatch nor delivery, installation, assembly nor payment shall constitute a transfer of title.

Retention-of-title clauses of the Supplier – including extended or prolonged retention of title – are excluded unless Gremotool has expressly agreed to them in writing.

Unilateral references by the Supplier in offers, order confirmations or general terms and conditions shall have no effect.

### 4.4 Compliance / MVO / technical and legal requirements

The Supplier guarantees that, up to the moment of transfer of risk, the goods fully comply with:

- Regulation (EU) 2023/1230 (MVO), and
- all mandatory applicable safety, health, environmental and conformity requirements,

and that corresponding evidence (e.g. declarations of conformity, technical documentation, test reports) is provided no later than upon delivery.

For software-based functions, the Supplier shall comply with the cybersecurity and software-integrity requirements of the MVO (e.g. secure updates, protection against tampering) and shall document such compliance in the technical file.

### 4.5 Risks until transfer of risk

Until the transfer of risk, the Supplier shall bear the sole and full risk for:

- transport,
- loss,
- damage,
- deviations in quality or non-compliance with agreed specifications,
- regulatory objections,
- breaches of MVO obligations or other conformity requirements.

All resulting costs, delays, inspection or rework efforts, contractual penalties, replacement deliveries or claims for damages shall be borne exclusively by the Supplier – irrespective of whether the underlying cause originates with the Supplier or with upstream suppliers.

### 4.6 Transitional provisions regarding the MVO (EU) 2023/1230

Where products fall within the scope of Regulation (EU) 2023/1230 (MVO), the parties shall observe the applicable transitional provisions.

Until 19 January 2027, the requirements of Directive 2006/42/EC shall generally apply; as of 20 January 2027, the MVO shall be binding.

The Supplier shall ensure that declarations of conformity, CE marking, technical documentation and, where applicable, digital instructions for use comply with the legal framework applicable at the relevant time.



## 5 PRICE, DISPATCH NOTIFICATION AND INVOICE

### 5.1 Binding nature of prices

The prices stated in Gremotool's purchase order are binding.

Deviating prices, price changes or price reservations shall only be valid if expressly agreed in writing between Gremotool and the Supplier.

### 5.2 Prices to be submitted subsequently

If prices have not yet been finally determined at the time of the purchase order, the Supplier shall submit them to Gremotool:

- without delay,
- but no later than three (3) days after receipt of the purchase order,
- in writing.

In such cases, the purchase order shall only become legally effective upon Gremotool's written confirmation of the price.

### 5.3 Price components / Incoterms® 2020 / packaging

Unless otherwise agreed, prices shall be understood as DPU (Delivered at Place Unloaded) according to Incoterms® 2020, including all packaging costs.

All prices are exclusive of statutory VAT at the applicable rate, even if not shown separately.

Under DPU (Incoterms® 2020), the Supplier bears all costs and risks until the goods are unloaded and made available at the named place.

Import clearance, duties and taxes are borne by the buyer.

The transfer of risk occurs after unloading at the named place.

### 5.4 Dispatch notifications

Dispatch notifications must be prepared in accordance with the requirements specified by Gremotool in the purchase order or call-off order and must be submitted to Gremotool in due time.



## 5.5 Delivery notes / shipping documents

Each delivery must be accompanied by two copies of the delivery note. These must contain at least the following information:

- Gremotool purchase order number
- Quantity and unit of measure
- Gross, net and, where applicable, calculation weight
- Description of the goods
- Supplier's article number
- Gremotool article number
- In the case of partial deliveries: the remaining outstanding quantity

For freight shipments, the Supplier must additionally send Gremotool a separate dispatch notification on the day of dispatch.

## 5.6 Invoicing

Invoices must be issued in a single copy and must state:

- the invoice number,
- the VAT number (where applicable),
- the corresponding purchase order number.

Invoices must be sent to the invoicing address specified in the purchase order.

## 5.7 Correction of obvious errors

Gremotool shall be entitled to correct obvious errors, in particular clerical and calculation mistakes in purchase orders, amendments or other documents, at any time and without further formality.

# 6 PAYMENT TERMS AND CUSTOMS REQUIREMENTS

## 6.1 Payment term

Unless expressly agreed otherwise, Gremotool shall settle duly issued invoices of the Supplier within thirty (30) days, net.

## 6.2 Commencement of the payment period

The payment period shall begin only once all of the following conditions have been cumulatively fulfilled:

- a) receipt of the goods by Gremotool,
- b) complete arrival of the goods at the place of performance,
- c) receipt by Gremotool of a duly issued invoice,
- d) where applicable, successful acceptance, if acceptance is required or contractually agreed for the goods or services.

Until all of these conditions have been fully met, Gremotool shall not be obliged to make any payment.



### 6.3 Preferential origin documents for goods with preferential origin

The Supplier undertakes to include, without being requested to do so, the appropriate preferential origin document with each delivery, insofar as the goods qualify as preferential-origin goods.

The following documents are in particular accepted:

- EUR.1 movement certificate,
- EUR-MED movement certificate,
- preferential origin declaration on the invoice.

### 6.4 Swiss supplier declarations

Swiss suppliers are required to issue an annual domestic supplier declaration in accordance with the requirements of the Swiss Federal Customs Administration (EZV/BAZG) and to provide it to Gremotool.

This declaration must correctly specify the origin of all delivered goods in accordance with the applicable rules of origin.

### 6.5 Consequences of missing or incorrect customs and origin documents

Deliveries without valid preferential origin documents, or with incomplete or incorrect documentation, shall be deemed improperly performed.

If import duties, subsequent charges, fines or any other costs are imposed due to missing or incorrect preferential origin documents at the border, the Supplier shall bear such costs in full.

### 6.6 Supplier's duty to provide evidence and cooperate

Upon request, the Supplier shall immediately provide all origin, material and production evidence and shall supply all declarations and documents required for customs purposes.

## 7 WARRANTY AND GUARANTEE

### 7.1 Scope of warranty / warranted characteristics

The Supplier warrants – irrespective of any separately agreed guarantees – that, at the time of delivery, the supplied goods:

- are free from material and legal defects,
- comply with the agreed specifications and technical documentation,
- possess the warranted characteristics,
- reflect the state of the art,
- meet all applicable Swiss and international standards, in particular the FEPA standards,
- and bear all required test marks and conformity markings.

The goods must comply with the relevant FEPA, EN and ISO safety standards (e.g. EN 12413, EN 13236, EN ISO 16089).



## 7.2 Scope of Gremotool's incoming goods inspection

Gremotool's incoming inspection is limited to:

- a) the type of goods,
- b) the delivered quantity,
- c) obvious, externally visible defects.

Gremotool shall not be subject to any further duty of inspection.

Gremotool may rely on the Supplier having duly performed all required quality tests in accordance with the test plan, the quality agreement and the FEPA standards.

## 7.3 No approval effect through acceptance or payment

Neither acceptance of the goods nor payment shall be deemed approval of the delivery.

## 7.4 Gremotool's rights in the event of defects

If defects are identified during the warranty period – whether immediately apparent or latent – Gremotool shall be entitled, at its discretion, to:

- immediate and free rectification,
- free replacement delivery (new delivery),
- rescission of the contract (return of goods against refund),
- reduction of the purchase price.

The assertion of additional claims for damages remains expressly reserved.

## 7.5 Substitute performance

If the Supplier does not react without delay or fails to remedy the defect within the reasonable period set by Gremotool, Gremotool shall be entitled to:

- remedy the defect itself, or
- have it remedied by third parties,
- in each case at the Supplier's expense.

## 7.6 Return or disposal of defective products

The return of defective products shall be carried out within a reasonable period, as instructed and at the expense of the Supplier.

If the Supplier allows this period to lapse, Gremotool shall be entitled to dispose of the defective products at the Supplier's expense.

## 7.7 Warranty period / notification period

The warranty period shall be two (2) years from delivery of the goods.

Within this period, Gremotool may, at any time and within sixty (60) days after discovery of a defect, demand its remedy or assert any other statutory warranty rights.



## 7.8 Limitation period

The limitation period for warranty claims shall be five (5) years.

The commencement of the limitation period shall be:

- the date on which the defect notification was made within the warranty period, or
- the date on which such notification should have been made at the latest.

## 7.9 Restart of periods in the event of rectification or replacement delivery

With each rectification or replacement delivery, both the warranty period and the limitation period for the rectified or replaced goods shall recommence.

# 8 THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS

## 8.1 Freedom from third-party rights

The Supplier guarantees that the delivery, use, further processing or resale of the goods by Gremotool or its customers does not infringe any intellectual property rights or other rights of third parties.

This includes in particular:

- patents,
- utility models,
- design and trademark rights,
- copyrights,
- software and licence rights,
- know-how and trade secrets,
- any other intellectual property rights, both in Switzerland and abroad.

## 8.2 Indemnification and liability of the Supplier

If the delivered goods infringe third-party rights, or if such infringement is suspected, the Supplier undertakes to fully indemnify and hold harmless Gremotool and its customers.

This includes in particular:

- indemnification against all third-party claims,
- compensation for all resulting damages,
- reimbursement of costs arising from recalls or returns,
- downtime, delay or consequential costs,
- costs of procuring replacements,
- as well as all legal, court and procedural costs.

The indemnification shall be provided upon Gremotool's first written request and shall be made on a franc-for-franc basis.



### 8.3 Remedy of intellectual property rights infringement

At Gremotool's request, the Supplier shall immediately take all measures necessary, at its own cost, to:

- eliminate the infringement of intellectual property rights,
- ensure continued use of the goods (e.g. by obtaining licences), or
- provide an equivalent, legally compliant replacement solution.

### 8.4 Limitation period for indemnification and damages claims

The corresponding indemnification and damages claims shall become time-barred in accordance with the limitation period applicable to the asserted third-party claims, but not earlier than ten (10) years after delivery of the goods to Gremotool.

## 9 PRODUCT LIABILITY

### 9.1 Supplier's liability for product-related damages

If Gremotool is held liable under product liability law or other liability provisions due to a product defect caused by the Supplier, the Supplier undertakes to fully indemnify and hold Gremotool harmless.

This applies in particular to damages resulting from design defects, material defects, manufacturing defects, failures to provide instructions or warnings, or non-compliance with the requirements of Regulation (EU) 2023/1230 (MVO).

### 9.2 Scope of indemnification

The indemnification covers all third-party claims as well as all costs incurred by Gremotool, including:

- compensation for all third-party damages,
- costs of legal defence (lawyers', court and procedural costs),
- internal processing costs,
- costs of recalls, returns and safety measures,
- costs for technical inspections, analyses and expert reports,
- costs of risk communication, notifications to authorities and market surveillance under Regulation (EU) 2023/1230,
- costs of procuring or producing replacements.

### 9.3 Supplier's duty to notify and inform

The Supplier undertakes to proactively and immediately inform Gremotool of any product-related risks, safety defects, suspected hazards or regulatory orders relating to the delivered goods.

This includes, in particular, all notification obligations arising under Regulation (EU) 2023/1230 (e.g. incident reporting, safety warnings, documentation obligations).



#### 9.4 Recalls and safety measures initiated by Gremotool

If Gremotool implements damage-prevention measures for safety or compliance reasons (e.g. recall, withdrawal, customer warning), the Supplier shall fully indemnify and hold Gremotool harmless for all related costs.

Gremotool shall be entitled to initiate such measures as soon as a safety or conformity risk becomes apparent; no regulatory decision is required.

#### 9.5 Cost coverage in all indemnification cases

In all cases of indemnification under this section, the Supplier shall bear all costs and expenses incurred, irrespective of their nature or amount, including the costs of legal protection, recall measures, transport and disposal of defective products.

#### 9.6 Applicable statutory provisions

In all other respects, the mandatory statutory provisions shall apply, in particular the Product Liability Act (PrHG), the Swiss Code of Obligations, and Regulation (EU) 2023/1230 (MVO) including its implementing provisions.

#### 9.7 Product liability insurance

The Supplier undertakes to maintain adequate product liability insurance with a coverage amount appropriate to the risk per damage event, and to keep such insurance in force throughout the entire business relationship.

Gremotool may request proof of insurance (policy or insurance certificate) at any time.

## 10 DOCUMENTS

#### 10.1 Ownership of Gremotool's documents

All illustrations, drawings, models, calculations, specifications, data, 3D models, digital content and other documents (hereinafter "Documents") provided by Gremotool to the Supplier shall remain the unrestricted property of Gremotool.

Gremotool retains all ownership, usage and copyright exploitation rights therein.

#### 10.2 Restrictions on use and disclosure

The Documents may be used by the Supplier exclusively for the execution of the purchase order.

Disclosure to third parties, including subcontractors, is permitted only with Gremotool's prior written consent.

#### 10.3 Return obligation and deletion of digital data

The Supplier shall:

- return all Documents to Gremotool immediately upon request at any time, and
- return them without being requested, no later than after fulfilment of the order, early termination of the contract or failure of the contract to materialise.

This obligation also covers all digital copies, backups, intermediate files and derived documents.

Any electronic data must be demonstrably deleted unless statutory retention obligations apply.



#### **10.4 Ownership of items provided by Gremotool**

Operating and auxiliary equipment, fixtures, tools, measuring instruments, moulds, devices or any other items provided by Gremotool to the Supplier shall remain the sole property of Gremotool, irrespective of their location.

#### **10.5 Mixing, processing, combination (continuation of ownership)**

If Gremotool's ownership of provided items ceases due to mixing, combination, processing or transformation, the Supplier hereby transfers to Gremotool, in advance, a co-ownership share in the newly created item corresponding to the invoice value of the respective provided item.

The Supplier shall hold the newly created item in custody for Gremotool.

#### **10.6 Use, storage and labelling of provided items**

Items provided by Gremotool may be used exclusively for fulfilling Gremotool's order.

The Supplier undertakes to:

- store them free of charge,
- insure them at its own expense against damage, loss and accidental destruction,
- clearly and permanently label them as the property of Gremotool.

#### **10.7 Return of provided items**

Provided items must be returned immediately upon Gremotool's first request or, without being requested, after termination, dissolution or failure of the contract to materialise.

#### **10.8 Documentation obligations under the MVO and other standards**

The Supplier undertakes to prepare, maintain and, upon request, provide to Gremotool all technical documentation, conformity evidence, risk assessments, test reports and traceability information required for the respective goods in accordance with the requirements of:

- Regulation (EU) 2023/1230 (MVO), and
- all other mandatory applicable safety, environmental and product standards.

#### **10.9 Retention periods and accessibility of MVO documentation**

The Supplier shall ensure that all MVO-relevant documentation is retained in reproducible form for the legally required periods (at least ten years) and is accessible at any time to Gremotool or the competent authorities.



## 11 EXPORT CONTROL / SANCTIONS

### 11.1 Export control / sanctions

The Supplier warrants full compliance with all applicable export control, sanctions and embargo regulations of Switzerland, the European Union, the United States of America and the United Kingdom (CH/EU/US/UK).

The Supplier specifically confirms that:

- the contractual goods do not originate from sanctioned or embargoed countries or regions,
- no listed persons, companies or organisations (e.g. under the SECO sanctions list, EU sanctions list, OFAC SDN list, UK Sanctions List) are involved,
- all export, transfer and supply chains are structured in full compliance with sanctions and export control laws.

In the event of a violation – including a merely imminent or suspected violation – Gremotool shall be entitled to withdraw from the contract or terminate it with immediate effect.

The Supplier shall fully indemnify and hold Gremotool harmless from all resulting claims, damages, costs, additional charges, fines, procedural expenses or regulatory measures.

## 12 CONFIDENTIALITY (NDA)

### 12.1 Scope of the confidentiality obligation

The Supplier undertakes to treat as strictly confidential all information, data and documents that become known to it in the context of its business relationship with Gremotool (“Confidential Information”).

This includes in particular:

- commercial, technical and organisational information,
- content contained in purchase orders, accompanying documents, drawings, layouts, CAD models, plans, specifications, test evidence, bills of materials and documentation,
- process data, digital twins, manufacturing information, software or interface data,
- information relating to customers, suppliers or internal processes of Gremotool,
- any other non-public information disclosed or made accessible directly or indirectly in the course of the cooperation.

### 12.2 Purpose limitation and prohibition of disclosure

The Supplier may use Confidential Information exclusively for the execution of the purchase order.

Disclosure to third parties, including subcontractors, is permitted only with Gremotool’s prior written consent.



### 12.3 Internal disclosure on a need-to-know basis

Within the Supplier's organisation, Confidential Information may only be disclosed to employees who:

- strictly require such information for the performance of the contract ("need-to-know principle"), and
- are subject to confidentiality obligations equivalent to those set out in this section.

### 12.4 Statutory disclosure obligations / public information

The confidentiality obligation does not apply to information:

- a) that must be disclosed pursuant to statutory provisions or regulatory orders. In such cases:
  - the Supplier shall inform Gremotool in advance and without delay, insofar as legally permissible,
  - the Parties shall, where time permits, coordinate in good faith regarding the content and scope of the disclosure; and
- b) that is publicly accessible without any breach of these confidentiality obligations.

### 12.5 Commencement and duration of the confidentiality obligation

The confidentiality obligation applies even before the conclusion of a contract or any purchase order by Gremotool and shall remain in force:

- throughout the entire business relationship, and
- for an unlimited period after its termination.

### 12.6 Return and deletion of confidential information

The Supplier is obliged, at any time and upon Gremotool's request, to:

- return confidential information in physical and digital form without delay, or
- where no statutory retention obligation exists, demonstrably delete it in full.

This includes electronic copies, backups, temporary files, cache elements and any other digital reproductions.



## 12.7 Supplier's liability in the event of breaches

The Supplier shall be liable for all damages incurred by Gremotool as a result of any breach of the confidentiality obligations, including:

- loss of profit,
- additional expenditure and administrative costs,
- costs for restoring or safeguarding confidentiality,
- internal and external investigation and enforcement costs,
- all consequential and financial losses.

The liability is unlimited, both in amount and in scope.

## 13 APPLICABLE LAW, JURISDICTION AND PLACE OF PERFORMANCE

### 13.1 Applicable law / exclusion of the CISG

The contractual relationship between Gremotool and the Supplier shall be governed by substantive Swiss law.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

### 13.2 Jurisdiction

For all disputes arising out of or in connection with the contract, these General Terms and Conditions of Purchase, or any individual purchase orders – provided the Supplier is a merchant or legal entity (including public-law entities) – the courts of the Canton of St. Gallen (SG), Switzerland, shall have exclusive jurisdiction.

However, Gremotool shall be entitled to bring an action against the Supplier at the Supplier's registered office or domicile, or at any other legally permissible place of jurisdiction.

### 13.3 Place of performance

Unless otherwise agreed in the purchase order or order confirmation, the place of performance for all delivery and performance obligations of the Supplier shall be Gremotool's registered office.



## 14 RELATIONSHIP OF THE PARTIES

### 14.1 Independence of the contracting parties

Gremotool and the Supplier are independent contracting parties.

The cooperation under these General Terms and Conditions of Purchase, under framework agreements or under individual purchase orders does not create:

- an employment relationship,
- an agency relationship,
- a joint venture,
- a partnership or trust relationship,
- a representation or authorisation relationship.

### 14.2 No authority to represent or bind

Neither party is authorised to act in the name of, or on behalf of, the other party, nor to bind the other party in any way.

In particular, the Supplier is not permitted to:

- enter into obligations on behalf of Gremotool,
- make commitments, declarations, guarantees or warranty statements in the name of Gremotool,
- perform actions or make statements that could legally or economically bind Gremotool.

## 15 DATA PROTECTION

### 15.1 Processing of personal data

The Supplier, customer or reseller agrees that the personal data provided by them in the context of the business relationship, or required for the performance of the contract, may be collected, stored, processed and used by Gremotool.

Processing shall take place exclusively for the purposes of:

- establishing, performing and administering the contractual relationship,
- administrative management,
- fulfilling orders and services,
- maintaining the business relationship.



## 15.2 Compliance with data protection regulations

Gremotool undertakes to comply with all applicable data protection regulations, in particular:

- the Swiss Federal Act on Data Protection (DSG),
- the Data Protection Ordinance (DSV),
- and, where applicable, international data protection requirements (e.g. GDPR standards where an EU connection exists).

## 15.3 Data security / technical and organisational measures (TOMs)

Gremotool implements appropriate technical and organisational measures to ensure the security of personal data and to protect such data against unauthorised access, loss, alteration or misuse.

This includes, in particular, standards pursuant to the DSG/DSV and – where applicable – Article 32 GDPR.

## 15.4 Disclosure to third parties / processors

Personal data shall only be disclosed to third parties where:

- this is necessary for the performance of the contract,
- required by law, or
- the data subject has given consent.

Service providers processing personal data on behalf of Gremotool shall be contractually bound to comply with data protection requirements.

## 15.5 Supplier's obligation to ensure lawful data provision

The Supplier shall ensure that any personal data transmitted to Gremotool has been lawfully collected and that its transmission does not infringe the rights of third parties.

## 15.6 Continuation of data protection obligations

The data protection obligations of the Parties shall apply:

- throughout the entire business relationship, and
- for an unlimited period after its termination.

## 15.7 Notification of data breaches

The Supplier shall notify Gremotool without delay of any breach of data security, in particular any loss, unauthorised access, manipulation or other data protection incidents.

Gremotool shall decide on:

- any notification to the FDPIC,
- any required notifications to affected individuals,
- further measures necessary to mitigate damage.

## 15.8 Data processing on behalf (DPA / ADV)

Where the Supplier processes personal data as a processor in the context of the business relationship, a written Data Processing Agreement (DPA) shall be concluded prior to the commencement of data processing.

Such DPA must comply with the requirements of the DSG and, where applicable, the GDPR.

## 15.9 Privacy by Design / Privacy by Default

The Supplier undertakes to implement the principles of Privacy by Design and Privacy by Default in all systems, products or services used by it that relate to personal data, in accordance with the requirements of the revised Swiss Data Protection Act (revDSG).

# 16 SEVERABILITY

## 16.1 Continuation of the remaining provisions

If individual provisions of these General Terms and Conditions of Purchase or of the contract supplemented by them are or become wholly or partially invalid, unenforceable or not part of the contract, the validity of the remaining provisions shall remain unaffected.

## 16.2 Substitute provision / interpretation according to economic purpose

In place of the invalid or missing provision, the statutory rule shall apply that most closely reflects the economic purpose of the omitted provision.

This also applies to any contractual gaps.

## 16.3 Obligation to renegotiate

In such cases, the Parties undertake to agree, in good faith, on a new provision that comes as close as possible to the economic result originally intended.

9200 Gossau, 01. January 2026

Management of Gremotool GmbH

