

General Terms and Conditions of Purchase of Kambly:

1 General

- 1.1 These General Terms and Conditions of Purchase (hereinafter «GTC») of the Kambly Group (hereinafter «Kambly») shall apply exclusively to all agreements (hereinafter «Agreement») concluded between Kambly and the seller or supplier (hereinafter «Supplier») concerning products and services (hereinafter «Supplies») provided by the Supplier. Deviating written agreements between the parties shall remain reserved. Any terms and conditions of the Supplier that deviate from these GTC are hereby expressly rejected. Deviations from these GTC are valid only if expressly and in writing acknowledged by Kambly.
- 1.2 In case of conflicts or contractual gaps between different contractual documents, the following order of precedence shall apply:
- 1) Mutually signed contract or contract implicitly accepted by the Supplier
 - 2) Supplier's order confirmation
 - 3) Kambly's purchase order
 - 4) These GTC of Kambly
 - 5) Supplier's offer
 - 6) Kambly's request for quotation
 - 7) Supplier's general terms and conditions of sale, provided they have been expressly and in writing acknowledged by Kambly
- 1.3 In the event of interpretation issues or disputes, only the German version of these provisions shall be authoritative.
- 1.4 By submitting an offer or confirming an order - generally by means of an order confirmation - the Supplier shall confirm having read and accepted the latest version of these GTC, available under the following link <https://kambly.com/en/gtc/>.
- 1.5 All agreements and legally relevant declarations between the Supplier and Kambly shall be valid only if made in writing. The requirement of the written form shall also be deemed satisfied by any transmission method that allows evidence in text form, such as e-mail.
- 1.6 Without mutual written consent, rights and obligations arising from these GTC or contracts concluded on their basis may not be transferred.
- 1.7 The specifications, quantities, delivery dates, and prices are integral parts of the orders. By accepting these orders, the individual delivery contracts shall come into effect. These GTC form an integral part of those contracts.

2 Specifications and Legal Requirements

Deliveries and services must comply with the agreed specifications. If no specific specifications have been agreed upon, the Supplier must comply with applicable legal provisions in the manufacture of products and provision of services.

3 Quality Assurance

The Supplier shall inspect, ensure, and upon request prove the defect-free quality of the delivered products. In the event of a risk or occurrence of non-conformity, the Supplier shall immediately inform Kambly orally and in writing, indicating all relevant data. Any costs arising from product recalls due to significant quality deviations of supplied goods shall be charged to the Supplier.

4 Orders and Terms

- 4.1 The Supplier shall confirm Kambly's purchase orders within 48 hours of receipt. Deviations shall be explicitly mentioned in the written order confirmation and are valid only after reconfirmation by Kambly. Changes in agreed specifications are not permitted in the order confirmations.
- 4.2 Unless otherwise agreed, the purchase price shall be due net (without deduction) within 45 days from the invoice date. Statutory rules regarding the consequences of late payment shall apply.

5 Duty to inform

The Supplier shall inform Kambly in advance and in writing about any intended changes in production locations or in the origin of raw materials used.

6 Delivery Deadlines, Delay, and Transfer of Risk

- 6.1 Agreed delivery dates are binding. Compliance with the delivery deadlines shall be determined by the receipt of the contractual delivery at the agreed destination.
- 6.2 Partial or early deliveries shall be permitted only upon prior written agreement.
- 6.3 Impending delays and their expected duration (notification of new delivery date) shall be immediately communicated to Kambly in writing.
- 6.4 If the Supplier fails to deliver by the agreed date, the Supplier shall automatically be in default. Unless otherwise agreed, the obligation to deliver shall remain in effect.
- 6.5 If the Supplier is in default, Kambly may refuse acceptance, withdraw from the contract, and/or claim damages for non-performance, including consequential costs such as contractual penalties imposed on Kambly by third parties.
- 6.6 Kambly may also withdraw from the contract if it becomes apparent during production that the supplies will not be suitable for the intended purpose.
- 6.7 Risk and title shall pass upon actual delivery of goods to Kambly. If the goods are dispatched, the Supplier shall bear the risk until the goods have been handed over to the carrier commissioned by Kambly. In the event of a delay in acceptance by Kambly, risk and title shall pass only upon the occurrence of such delay.

7 Defects and Liability

- 7.1 The warranted characteristics of the supplies shall be defined in the respective contracts. Any deviation therefrom shall constitute a defect.
- 7.2 Kambly shall inspect the supplies upon receipt.
- 7.3 The Supplier shall be fully liable for ensuring that the supplies are free from defects, irrespective of whether the Supplier was aware of such defects or whether they originate from a third party engaged by the Supplier. The Supplier shall be responsible for all direct and indirect losses incurred by Kambly or its partners as a result of defective deliveries.

- 7.4 In case of defects, Kambly may demand subsequent improvement or replacement at the Supplier's expense. The Supplier shall bear all costs related to repair or replacement. In the case of significant defects, Kambly may withdraw from the contract directly.
- 7.5 If Kambly requests subsequent improvement or replacement, the Supplier shall rectify defects or deliver replacements within the specified period, bearing all related costs. The three-year warranty period restarts for repaired or replaced components from rectification or replacement.
- 7.6 If the Supplier has not carried out the requested repair or replacement (successfully) or within the specified period, Kambly shall be entitled to rescission (withdrawal) or reduction of the purchase price. The repair or replacement shall, in particular, be deemed to have failed if the Supplier delays it beyond reasonable deadlines set by Kambly or refuses to fulfil the obligation.

8 Insurance Coverage

The Supplier shall maintain liability and product liability insurance, including coverage for product recall, combination, and commingling damages. Proof of insurance shall be provided to Kambly upon request. The Supplier shall be liable for production costs incurred by Kambly and shall indemnify Kambly against third-party claims.

9 Intellectual Property Rights

Where the Supplier undertakes developments or other work for Kambly, all resulting intellectual property rights shall exclusively belong to Kambly and shall be fully compensated by the agreed payment. The Supplier shall provide all documents necessary for obtaining such rights. Formulas, samples, and designs provided by Kambly remain Kambly's property and shall not be shared or used for third parties.

10 Protection Rights

- 10.1 The Supplier shall be responsible for and warrants that no third-party intellectual property rights (in particular copyrights and patent rights) are infringed in connection with its delivery.
- 10.2 The Supplier shall immediately defend, at its own expense, any third-party claims arising from infringements of intellectual property rights. In addition, the Supplier shall promptly inform Kambly in writing of such claims and of the actions taken.
- 10.3 If Kambly is held liable for an actual or alleged infringement of third-party intellectual property rights, the Supplier shall, upon Kambly's first request, participate in the dispute or conduct any related proceedings at its own expense on behalf of Kambly.
- 10.4 The Supplier shall fully indemnify and hold Kambly harmless from such claims and from any associated obligations - regardless of fault and irrespective of any agreed limitation of liability.

11 Confidentiality and Data Protection

- 11.1 Both parties shall treat business and trade secrets and other confidential information obtained during contract performance as confidential and use them only for lawful contract performance. This obligation shall survive the termination of the Agreement.

- 11.2 Supplier personal data is processed in accordance with the Swiss Federal Act on Data Protection Act (FADP), the EU Regulation on Protection of natural persons with regard to the processing of personal data (GDPR), and other relevant laws, only as necessary for contract performance.
- 11.3 For more information, refer to Kambly's privacy policy at www.kambly.com or www.kambly.de.

12 Code of Conduct

- 12.1 The Supplier shall sign Kambly's Ethics and Social Standards as part of supplier qualification.
- 12.2 The Supplier shall undertake responsible conduct and compliance with Kambly's Standards of Conduct.
- 12.3 In the event of non-compliance with the Ethics and Social Standards, Kambly shall reserve the right to impose a contractual penalty on the Supplier. This penalty amounts to 5% of the contract value, with a minimum of CHF 3'000.00 per violation. The Supplier shall acknowledge that a breach of the Ethics and Social Standards will generally result in early termination of the contract for cause.

13 Final Provisions

- 13.1 Amendments to agreements under these GTC shall be in writing.
- 13.2 Neither party shall be deemed in breach or liable for delay or non-performance caused by force majeure, provided written notice is given, and performance deadlines shall be extended accordingly.
If such force majeure lasts longer than six months, the parties shall in good faith discuss mitigation or alternative arrangements.
- 13.3 If any provision is invalid or unenforceable, the remaining provisions shall remain valid. The parties shall replace invalid provisions with valid ones closest to the original intent. This also applies in case of contractual gaps.

14 Applicable Law and Jurisdiction

- 14.1 All agreements under these GTC shall be governed exclusively by Swiss law. Conflict of laws provisions, the UN Convention on Contracts for the International Sale of Goods (CISG), and other international conventions do not apply.
- 14.2 For all disputes, including those concerning the validity of these GTC, the exclusive jurisdiction shall lie with the ordinary courts at Kambly's registered office in CH-3555 Trubschachen, judicial district Emmental.

November 2025