

Kubo Tech AG

General Terms and Conditions of Business

(Edition of 20th April 2026)

1. Quotations

All our quotations, whether written, by telephone, or verbal, are subject to change without notice. We endeavour to adhere to the offered prices, quantities, qualities, services, and delivery periods.

2. Acceptance of Orders

All orders require our written confirmation or the issuance of an invoice to be valid. Verbal or telephone agreements only take effect insofar as we expressly exercise this right.

We are under no obligation to procure the ordered goods immediately or to keep them available in Switzerland prior to the delivery date.

3. Prices

Prices refer to the confirmed or invoiced services ex works (our premises). Prices are not applicable to excess or short quantities or subsequent orders.

VAT, freight, postage, and packaging (which is not taken back) are not included in the prices and will be charged separately. All prices are based on the wages, costs, levies, and exchange rates known on the date of confirmation. Should these increase in the period up to delivery, we reserve the right to adjust the prices accordingly.

We reserve the right to set a minimum invoice amount, to charge a minimum item value, and to cancel discounts for small invoices.

Prices may also refer to engineering, development, design, consulting, or similar activities (hereinafter collectively referred to as "Services").

In the absence of a deviating agreement, such Services shall be provided and invoiced based on time and material expenditure. This includes, in particular, conceptual work, drawings, calculations, prototypes, preparation and follow-up, as well as documentation.

4. Quantity Tolerance

We reserve the right to deliver more or less than the agreed quantity for technical reasons.

5. Delivery Periods

All information regarding expected delivery periods and deadlines for Services is non-binding. They are provided to the best of our knowledge, based on what can be achieved under normal supply and orderly conditions.

Claims for damages due to delayed delivery are excluded. If the buyer withdraws from the contract due to delivery delay, we are entitled to invoice the costs incurred.

If, in the case of blanket orders (framework orders), partial deliveries are not called forward within the agreed period, we reserve the right to invoice the partial delivery and demand its acceptance within 30 days. After this period, the goods will be stored by us at the expense and risk of the customer. Art. 100 CO (Swiss Code of Obligations) remains reserved.

6. Force Majeure

Force majeure includes all events and circumstances beyond our control that affect the performance of the contract.

We are entitled to cancel orders in whole or in part without compensation if force majeure, whether at our premises, at our suppliers', or in transit, makes their performance impossible.

7. Benefit and Risk

Benefit and risk pass to the buyer upon shipment, i.e., as soon as the goods leave our premises.

The insurance of the goods against damage and loss during transport is the responsibility of the buyer. Any complaints must be made to the relevant transport company before taking delivery of the goods.

8. Terms of Payment

Our invoices are payable without any deduction. The payment period is 30 days from the invoice date.

In the event of default, we are entitled to charge default interest (standard current account rate plus 1%) and expenses.

9. Tools and Molds

Tools and molds remain our property, even if proportionate costs are charged.

All further conditions regarding tools and molds are contained in the "Conditions concerning Costs for Tools, Production Facilities, and Testing Equipment" (BWK) in its currently valid version.

10. Proprietary Rights

Trademarks, drawings, and projects remain our property. It is not permitted to use, reproduce, or pass them on to third parties without our express permission.

All concepts, calculations, drawings, technical documents, and other results developed within the scope of Services remain our intellectual property, unless expressly agreed otherwise in writing. The customer receives a non-

exclusive right of use for these results for the contractually intended purpose.

11. Warranty

The following warranty provisions apply to delivered goods. Insofar as our activity concerns Services, we exclusively owe professional performance in accordance with recognized rules of technology, but no economic or technical success.

All technical data is non-binding; changes and technical improvements are reserved without notice.

We undertake, in the event of demonstrable manufacturing or material defects in the delivered goods, to provide a replacement delivery or repair at our discretion, provided that we are notified of the defect in writing within the statutory or contractually stipulated period. We reject any warranty and other liability in the event of improper storage or handling, excessive stress, or unsuitable use. The assertion of further claims against us, in particular for rescission, reduction, or compensation for direct or indirect damage, is excluded.

In no case shall our liability exceed the sales price of the relevant order. Liability for Services is in any case limited to the amount charged for the service concerned. Art. 100 CO remains reserved.

The approval of initial samples by the customer excludes any subsequent notice of defects, provided that the delivered parts correspond to the approved sample. If parts are delivered according to the customer's designs or drawings, the warranty is limited to the fact that the delivered parts have been executed in accordance with these documents. No warranty is assumed for suitability for the purposes intended by the customer or other purposes.

12. Notice of Defects

Notices of defects must be made in writing immediately upon receipt of the goods, but at the latest within 8 days. If no notice of defects is made within this period, the shipment shall be deemed approved.

Notices of defects regarding Services must be made in writing at the latest within 30 days of becoming aware of the defect, but in any case, within 12 months of the provision of the Service. Services shall be deemed accepted unless a written notice of defect is made within 30 days after the transfer of the results.

13. Amendments and Supplements

Amendments and supplements to the General Terms and Conditions require our written confirmation to be valid.

14. Scope of Application

Our General Terms and Conditions (in their currently valid version) are binding for the present as well as for future

business (including verbal agreements); their amendment or revocation remains reserved.

15. Place of Fulfilment, Jurisdiction, and Law

The place of fulfilment and jurisdiction for all obligations arising from the legal relationship between the customer and us is the registered office of our company. Swiss law shall apply, to the exclusion of (i) international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG), and to the exclusion of (ii) conflict of law rules.

In case of any inconsistencies the German version of this text shall prevail.