

# General Terms and Conditions for Purchase

**ascom**

## 1. Scope and acceptance

- 1.1. These terms and conditions (the "GTC") shall apply to all purchase orders from Ascom and shall be deemed an integral part of any purchase order sent from Ascom (together with the GTC "Agreement"), unless otherwise expressly agreed by Ascom in writing, irrespective of whether or not an explicit reference is given to the GTCs.
- 1.2. Save as agreed by Ascom in writing in accordance with sections 1.1 and/or 1.4, these GTC apply to the Agreement to the exclusion of any other terms that the supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.3. Each purchase order from Ascom to the supplier shall be an offer to purchase product(s) and/or service(s) subject to the Agreement, including these GTC. Without prejudice to section 3, a purchase order may be withdrawn or amended by Ascom (without any liability whatsoever) at any time before acceptance by the supplier in accordance with section 1.4. If the supplier is unable to accept a purchase order from Ascom, it shall notify Ascom promptly in writing.
- 1.4. Acceptance of a purchase order by the supplier shall occur when the supplier expressly accepts Ascom's purchase order or starts deliveries of any product(s) and/or commences performance of any service(s) ordered by Ascom or otherwise conducts itself in a manner which Ascom reasonably considers is consistent with the acceptance of a purchase order (whichever is the earlier). The supplier may not modify Ascom's purchase order and the supplier's confirmation of acceptance may not include any pre-printed text such as, but not limited to, the supplier's general terms and conditions. The supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the supplier that is inconsistent with the Agreement. Ascom's purchase order and/or these GTC may only be amended, changed or modified by an instrument in writing duly executed by both parties.
- 1.5. Notwithstanding any other provision in the Agreement, in the event of any conflict, ambiguity or inconsistency between the terms of a purchase order and these GTC, the terms of the relevant purchase order shall prevail in all cases (except where otherwise agreed in writing between the parties).

## 2. Prices and terms of payment

- 2.1. The price(s) for product(s) and/or service(s) ordered by Ascom shall be as set out in Ascom's purchase order or where no such price(s) is/are quoted, shall be as otherwise agreed between the parties in writing prior to any deliveries of any product(s) and/or commencement of any performance of any service(s). Price(s) are deemed fixed prices and the price(s) include packaging, delivery, unloading, unpacking, shipping, carriage, insurance and all other charges or taxes (including without limitation value added tax or other similar sales tax) related to the product(s) and/or service(s) unless otherwise expressly agreed in writing between the parties. No increase in the price(s) may be made by the supplier after the relevant purchase order is placed by Ascom. The supplier has no right to add invoicing charges or any other price supplements.
- 2.2. Offers, quotations and tenders must be provided by the supplier free of charge.
- 2.3. Save as otherwise expressly agreed in writing by the parties, the supplier shall invoice Ascom for: (i) the product(s), on or after the completion of delivery of the product(s) and (ii) the services, on or after the completion of performance of the services. Each invoice shall include such supporting information required by Ascom to verify the accuracy of the invoice, including the relevant purchase order number and Ascom's article number (where applicable).
- 2.4. Ascom shall pay each validly submitted and undisputed invoice of the supplier within sixty (60) days net after Ascom's receipt of invoice. Payment shall be made to the bank account nominated in writing by the supplier.
- 2.5. Time of payment is not of the essence under the Agreement. If a party fails to make any payment due to the other party under the Agreement by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this section 2.5 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
  - Ascom shall be entitled to set-off under the Agreement any liability which it has or any sums which it owes to the supplier under the Agreement or under any other contract which Ascom has with the supplier. Any exercise by Ascom of its rights under this section 2.6 shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.
- 2.6. The supplier shall pay all sums that it owes to Ascom under the Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

## 3. Cancellation

Ascom shall have the right (without liability to the supplier) to cancel a purchase order for product(s) and/or service(s) or for any part of the product(s) and/or service(s) which have not yet been, in the case of product(s), delivered to, and in the case of services, performed for, Ascom.

# General Terms and Conditions for Purchase



## 4. Delivery, title and risk

- 4.1. The product(s) shall be delivered by the supplier, or its nominated carrier, to the location and on the date set out in Ascom's purchase order or to the extent that no such location and/or date is stipulated, as notified by Ascom to the supplier. The product(s) shall be deemed delivered on completion of unloading of the product(s) by the supplier or its nominated carrier (as the case may be) at the delivery location.
- 4.2. The service(s) shall be performed by the supplier at the location and on the date stipulated in Ascom's purchase order or to the extent that no such location and/or date is stipulated, as notified by Ascom to the supplier. The service(s) shall be deemed performed on completion of the performance of the service(s) as specified in Ascom's purchase order.
- 4.3. The supplier must fulfil the lead-times stated in Ascom's purchase order and without prejudice to any other rights and remedies which Ascom may have under the Agreement, time of delivery or performance (as the case may be) is of the essence. Lead-time means the time between a purchase order and the delivery of the product(s) and/or the performance of the service(s). In case the supplier anticipates that the supplier will have difficulties meeting the lead-times, then the supplier shall inform Ascom in writing as soon as possible and include in such written notice to what extent lead-times are affected and what actions the supplier plans to take in order to remedy the disruption of lead-times.
- 4.4. If the supplier fails to deliver or perform (as the case may be) a purchase order within the specified lead-time, Ascom shall be entitled to liquidated damages. For each week (or part thereof) of delayed delivery or performance (as the case may be), the applicable liquidated damages shall amount to one-point-five (1.5) per cent of the total net amount of the relevant purchase order, up to a maximum of fifteen (15) per cent of the total net amount of the relevant purchase order. This shall not affect Ascom's right to claim higher general damages, provided that the liquidated damages shall be credited against such general damages. The parties confirm that these liquidated damages are reasonable and proportionate to protect Ascom's legitimate business interests. Ascom shall not be entitled to any liquidated damages if the delay is caused by Ascom.
- 4.5. Save as otherwise expressly agreed in writing by the parties, the terms of delivery for product(s) shall be FCA in accordance with Incoterms® 2020, with the delivery location being such location set out in Ascom's purchase order or to the extent that no such location is stipulated, as notified by Ascom to the supplier. In the event of any conflict, ambiguity or inconsistency between the relevant Incoterm® and these GTC, the Incoterm® shall prevail.
- 4.6. If the supplier fails to deliver or perform (as the case may be) according to a purchase order within the specified lead-time, the supplier shall (without prejudice to Ascom's other rights and remedies) provide the delayed product(s) and/or service(s) from another source, e.g. a "broker" or another distributor, to Ascom within a maximum of five (5) Business Days ("Business Day" means a day when banks are open for general banking business in England) without any additional costs for Ascom. If the delay is caused by Ascom, the time of delivery or performance (as the case may be) shall be extended by a reasonable period of time commensurate with the delay caused by Ascom.
- 4.7. The supplier shall always give Ascom's purchase order(s) first priority and shall allocate the necessary resources to deliver the product(s) and/or service(s) in accordance with the purchase order in question and these GTC. The supplier shall also make sure that any sub-supplier or manufacturer allocates the necessary resources. Under no circumstances is any delayed delivery or performance of any purchase order excused due to allocation issues.
- 4.8. Excess, early, and partial deliveries are not accepted without Ascom's specific written consent. To the extent that Ascom has not given its written consent, Ascom has the right to return any such excess, early, and partial deliveries to the supplier at the supplier's risk and expense.
- 4.9. The supplier shall comply with applicable parts/areas of security and protection of goods, such as AEO, C-TPAT, ISPS or equivalent regulations.
- 4.10. The supplier certifies that the product(s): (a) manufactured, stored, forwarded or shipped for an applicant/Authorized Economic Operator (AEO, C-TPAT, ISPS); (b) delivered to the applicant/Authorized Economic Operator (AEO, C-TPAT, ISPS); or (c) collected for delivery from an applicant/Authorized Economic Operator (AEO, C-TPAT, ISPS), (i) are manufactured, stored, processed and loaded in secure business facilities and safe loading and transport areas; and (ii) are protected against unauthorized interference during production, storage, processing, loading and transport.
- 4.11. Title and risk in the product(s) shall pass to Ascom on completion of delivery in accordance with the Agreement.

## 5. Termination

- 5.1. Without prejudice to section 3, either party has a right to immediately and prematurely terminate the Agreement , upon written notice to the other party, if the other party: (i) is in material breach of the purchase order in question or these GTC, and provided the default has not been remedied within thirty (30) days after the non-breaching party has served notice specifying the nature of the breach and requiring that it should be remedied (if the breach is not capable of remedy, no thirty (30) days cure period shall apply), or (ii) should be declared insolvent or bankrupt in any legal process, or have an administrator or similar person appointed over all or substantially all of its assets, or make any general assignment for the benefit of or composition with its creditors, or another event having substantially the same or similar effect in any relevant jurisdiction.

# General Terms and Conditions for Purchase



- 5.2. Without limiting its other rights and remedies, Ascom may terminate the Agreement with immediate effect by giving written notice to the supplier if: (i) the supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy; or (ii) there is a change of control of the supplier (which shall mean a change to the beneficial ownership of more than 50% of the issued share capital of the supplier or the legal power to direct or cause the direction of the management of the supplier).
- 5.3. Termination or expiry of the Agreement shall not affect any accrued rights and liabilities of Ascom at any time up to the date of termination.

## 6. Documents of delivery, packing and wrapping

- 6.1. All documents of delivery, such as delivery notes, packing notes, invoices and quality certificates, if any, must be marked with the relevant purchase order number, Ascom's article number and be issued in accordance with the instructions provided by Ascom.
- 6.2. A packing note must always be visibly attached on the outside of the wrapping of the product(s). If a delivery consists of product(s) with different Ascom article numbers, those product(s) must be packed and marked separately. If product(s) from different purchase orders are delivered together, there must be separate delivery notes and packing notes for each individual purchase order.
- 6.3. Electronic product(s) must be packed in accordance with the agreed upon delivery form/unit packing (reel, tube, bulk etc.) and the packing material must consist of an ESD protective material (if nothing else is agreed upon in writing in a specific purchase order). All product(s) must be wrapped in such a way that the product(s) will not be damaged during transportation.
- 6.4. The packing of the product(s), including wrapping, shall be included in the price details agreed between the parties in writing prior to any deliveries of any product(s) and/or commencement of any performance of any service(s) (if nothing else is agreed upon in writing in a specific purchase order).

## 7. Warranty

- 7.1. The supplier warrants and represents that the product(s) shall: (i) perform and conform in accordance with the requirements and specifications stipulated by Ascom in the purchase order or as otherwise notified by Ascom to the supplier; (ii) be fit for any purpose held out by the supplier or made known to the supplier by Ascom, expressly or by implication, and in this respect Ascom relies on the supplier's skill and judgment; (iii) be free from defects in design, materials and workmanship for a period of twenty-four (24) months from date of delivery of the product(s) to Ascom; and (iv) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the product(s).
- 7.2. The supplier warrants and represents that the service(s) shall: (i) be performed in accordance with the requirements and specifications stipulated by Ascom in the purchase order or as otherwise notified by Ascom to the supplier and (ii) be performed with the best care, skill and diligence in accordance with best practice in the supplier's industry, profession or trade. Any parts provided by the supplier in connection with the performance of the service(s) will be free from defects in design, materials and workmanship for a period of twenty-four (24) months from date of delivery of the service(s) to Ascom.
- 7.3. The supplier warrants and represents that the product(s) will be free from Epidemic Failure. "Epidemic Failure" are defects that are not anticipated in the relevant purchase order and caused by the same material, workmanship or design defect and not limited to one single installation, with respect to agreed specifications, with identical root cause that appears in more than four (4) per cent of the respective hardware delivered within the previous twelve (12) months or the previous delivered five-hundred (500) units, whatever is highest, without limitation in time.
- 7.4. If the supplier has delivered products (including parts) that do not comply with sections 7.1 to 7.3 (inclusive), then, without limiting or affecting other rights or remedies available to it, Ascom shall have one or more of the following rights and remedies: (i) to terminate the Agreement with immediate effect by giving written notice to the supplier; (ii) to reject the product(s) (in whole or in part) whether or not title has passed and to return them to the supplier at the supplier's own risk and expense (including costs related to packaging and transportation); (iii) to require the supplier to repair or replace the rejected product(s) within such time period as stipulated by Ascom, or to promptly provide a full refund of or credit note for the price of the rejected product(s); (iv) to refuse to accept any subsequent delivery of the product(s) which the supplier attempts to make; (v) to recover from the supplier any expenditure incurred by Ascom in obtaining substitute goods from a third party; and (vi) to claim damages for any additional costs, loss or expenses incurred by Ascom (including without limitation time spent by Ascom making necessary adjustments to the product(s)) arising from the supplier's failure to supply product(s) in accordance with sections 7.1 to 7.3(inclusive).

# General Terms and Conditions for Purchase



- 7.5. If the supplier has supplied services that do not comply with section 7.2, then, without limiting or affecting other rights or remedies available to it, Ascom shall have one or more of the following rights and remedies: (i) to terminate the Agreement with immediate effect by giving written notice to the supplier; (ii) to return any product(s) supplied to Ascom in connection with the service(s) at the supplier's own risk and expense; (iii) to require the supplier to provide repeat performance of the service(s), or to provide a full refund of or credit note for the price paid for the services; (iv) to refuse to accept any subsequent performance of the service(s) which the supplier attempts to make; (v) to recover from the supplier any expenditure incurred by Ascom in obtaining substitute services or deliverables from a third party; and (vi) to claim damages for any additional costs, loss or expenses incurred by Ascom arising from the supplier's failure to comply with section 7.2.
- 7.6. These GTC shall extend to any repaired or replacement product(s) supplied by the supplier and/or substituted or remedial service(s).
- 7.7. Ascom's rights and remedies under these GTC are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

## 8. Supplier support

The supplier shall dedicate necessary and sufficiently qualified personnel, including but not limited to a person responsible for the relevant product(s) and/or service(s) and experts from a sub-supplier or manufacturer, in order to assist Ascom with continuous support. For enquiries regarding price(s), delivery information and technical matters, the supplier shall provide Ascom with support within twenty-four (24) hours. If price(s) and/or delivery information must be obtained from a sub-supplier or a manufacturer, the information shall be given to Ascom as soon as possible.

## 9. Obsolete and/or changed components and changes in the production process

The supplier must in good time, but not later than five (5) Business Days after the supplier has become aware of it, inform Ascom in writing about changes in the production process or if components will be changed, phased-out or deleted. This information must contain the designation of the component, Ascom's article number, point of time for "Last Time Buy" (which shall at least lie six (6) months in the future), and any possible replacement alternatives.

## 10. Conformity with rules and regulations

- 10.1. The supplier shall ensure that the product(s) and/or service(s), at the time of delivery, are in conformity with mandatory local rules and regulations.
- 10.2. The supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the product(s) and service(s) (as applicable).
- 10.3. Ascom is entitled, without any costs imposed by the supplier, to inspect the product(s) and the performance of the service(s), as the case may be, at the supplier's facilities to ensure that the product(s) and service(s), as the case may be, comply with the requirements set out in section 7 of these GTC. The supplier shall remain fully responsible for the product(s) and/or service(s) despite any such inspection and any such inspection shall not reduce or otherwise affect the supplier's obligations under the Agreement.
- 10.4. The supplier shall, through a quality system covering all activities that might influence the quality of the product(s) and/or service(s), and where applicable, influence environment and information security, ensure that the manufacturing of the product(s) and performance of the service(s) are carried out in accordance with the agreed upon requirements and specifications. In order to eliminate and prevent the risk of having quality deviations and to discover, at an early stage, deviations and other conditions that might cause unsatisfactory quality, environmental or information security, the quality management system must contain routines which, where applicable, comply with current versions of ISO 9001, ISO 14001 and ISO/IEC 27001 and ISO 13485 (as may be updated, amended or replaced from time to time). The routines must also contain corrective measures. If there are deviations from the agreed upon requirements and specifications, Ascom must immediately be informed. Such information shall therefore immediately be sent to the quality contact person.
- 10.5. The quality system shall be periodically inspected by designated staff at the supplier. Ascom is also entitled to carry out quality inspections at the supplier's premises, provided that Ascom gives the supplier at least three (3) days' notice.
- 10.6. The supplier is not entitled to exchange/change components/software of the quality system without written consent from Ascom. Ascom must be well informed about changes in the production process of the supplier.
- 10.7. In case the supplier is responsible for design and manufacturing documentation, Ascom shall have the benefit of an unrestricted, royalty-free, perpetual and irrevocable right to use, copy, modify, alter or otherwise exploit such design and manufacturing documentation. The supplier shall indemnify and keep indemnified Ascom and shall hold Ascom harmless against any and all liabilities, costs, expenses, damages and losses which Ascom may suffer or incur directly or indirectly as a result of any alleged or actual infringement of any third party's patent, design, layout or other intellectual property right(s) in connection with Ascom's receipt or use of such design and manufacturing documentation.
- 10.8. Should the product(s), or the performance of the service(s), as the case may be, have a defect which causes damage to persons or to property other than the product(s), the supplier shall indemnify and keep indemnified Ascom and shall hold Ascom harmless from and against any and all liabilities, costs, expenses, damages and losses which Ascom may suffer or incur directly or indirectly, to its full extent (including reasonable legal costs).

# General Terms and Conditions for Purchase



10.9. The supplier represents and warrants that any products, software, or services provided under this Agreement that incorporate or make use of artificial intelligence systems ("AI Systems") comply with the EU Artificial Intelligence Act (Regulation (EU) 2024/1689) (the "AI Act"). The supplier shall:

- 10.9.1. Inform Ascom in writing if any AI System is used, disclose its risk classification under the AI Act, and provide all documentation, instructions of use, and evidence of conformity required for Ascom to lawfully deploy the AI System.
- 10.9.2. Promptly notify Ascom of any changes, incidents, or risks affecting compliance, and provide updates, patches, or corrections needed to maintain compliance throughout the lifecycle of the AI System.
- 10.9.3. Assist Ascom in meeting its obligations as a deployer under the AI Act, including responding to supervisory authority inquiries, performing assessments, and handling incident reporting.
- 10.9.4. Indemnify and hold Ascom harmless against any claims, damages, or regulatory fines arising from the supplier's breach of the AI Act or misclassification of an AI System.

10.10. Ascom may suspend or terminate the Agreement if the supplier materially breaches clause 10.9. or if the supplied AI System is found to be non-compliant with the AI Act.

## 11. Conflict Minerals

- 11.1. The supplier shall provide to Ascom true, accurate and complete information about the usage respectively origin of conflict minerals in product(s) which are delivered to Ascom.
- 11.2. If a product contains conflict minerals, the supplier shall provide Ascom, in a timely manner, a written confirmation that the "conflict minerals" do not originate from one of the following countries: Democratic Republic of the Congo, Angola, Burundi, Central African Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda as well as Zambia.
- 11.3. In case a conflict mineral originates from one of the countries mentioned above, the supplier shall inform Ascom about which mine the minerals are coming from as soon as possible and Ascom shall have a right to terminate the Agreement with immediate effect by notifying the supplier in writing.

## 12. Intellectual Property Rights

- 12.1. The supplier shall ensure that the delivered product(s) and service(s) are not subject to intellectual property rights of third parties. The supplier warrants, represents and undertakes that the supply and usage of the delivered product(s) and/or service(s) shall not infringe upon any patents, licenses or other intellectual property rights of any third parties.
- 12.2. The supplier shall indemnify Ascom for any corresponding claims of third parties in accordance with section 14. If any such claim is made or is reasonably likely to be made against Ascom, the supplier shall promptly and at its own expense: (i) procure for Ascom the right to continue using and possessing the relevant intellectual property rights; or (ii) modify or replace the infringing part of the intellectual property rights and without adversely affecting the functionality of the intellectual property rights as set out in the Agreement so as to avoid the infringement or alleged infringement.

## 13. Liability

AS FAR AS PERMITTED BY APPLICABLE LAW, ASCOM NOR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR AUTHORIZED REPRESENTATIVES, SHALL BE LIABLE UNDER THE AGREEMENT TO THE SUPPLIER OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, AUTHORIZED REPRESENTATIVES OR SUB-SUPPLIERS OR ANY THIRD PARTY FOR ANY: (A) CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER; OR FOR ANY OF THE FOLLOWING (WHETHER DIRECT OR INDIRECT): (I) ANY DAMAGES FOR BUSINESS INTERRUPTION; (II) LOSS OF USE; (III) LOSS OF PRODUCTION; (IV) LOSS OF OR CORRUPTION TO DATA; (V) LOSS OF REVENUE OR PROFIT; (VI) LOSS OF SAVINGS, DISCOUNT OR REBATE; (VII) COST OF CAPITAL; (VIII) LOSS OF BUSINESS OPPORTUNITY; (IX) HARM TO REPUTATION OR LOSS OF GOODWILL; (X) LOSS OF CONTRACT, IN EACH CASE WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), ANY OTHER THEORY OF LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASCOM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL ASCOM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY OR OTHERWISE, EXCEED THE VALUE OF THE AFFECTED PURCHASE ORDER.

# General Terms and Conditions for Purchase



## 14. Indemnities

The supplier shall indemnify and keep indemnified Ascom and hold Ascom harmless from any and all claims, suits or proceedings, losses, damages, liabilities and costs (including, without limitation, reasonable legal fees) which are attributable to: (i) any act, omission, breach or default by the supplier or any of its employees, officers, agents, contractors, subcontractors or authorised representatives which are in any way connected with or arise out of the Agreement, Ascom's agreement with its end-customer or the supply of the product(s) or performance of the service(s); (ii) actual or alleged infringement by the product(s) and/or service(s) of any copyright, patents, trademarks, trade secrets or other intellectual property rights of a third party; or (iii) any non-compliance by the supplier or any of its employees, officers, agents, contractors, subcontractors or authorised representatives with any applicable laws, statutes, regulations and codes from time to time in force.

## 15. Insurance

The supplier shall obtain and maintain adequate insurance coverage with reputable insurers incorporated in the United Kingdom or such other country by agreement in writing with Ascom. The supplier shall obtain and maintain comprehensive general liability insurance with a limit of at least the equivalent of Five Million GBP(GBP 5.000.000,00) per occurrence inclusive for each of bodily injury and property damage, and at the request of Ascom, the supplier shall provide a duplicate certificate giving details of the cover and the receipt of the current year's premium confirming that such insurance is in effect.

## 16. Confidentiality, Data Protection and Export/Import Compliance

- 16.1. Except as permitted in this section 16 or otherwise permitted in writing by the disclosing party, neither party may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other party that ought reasonably to be treated as confidential information. Notwithstanding the foregoing, this shall not include any information, which: (i) was in the recipient's lawful possession prior to the disclosure of the disclosing party; (ii) is or becomes publicly available through no fault of the recipient; (iii) is rightfully obtained by the recipient from a third party, who has the right to disclose it on a non-confidential basis; or (iv) is independently developed by the recipient without any reference to confidential information of the disclosing party, as evidenced by the recipient.
- 16.2. Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, contractors or subcontracts or professional advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement (subject to each party ensuring that its employees, officers, representatives, contractors or subcontracts or professional advisers to whom it discloses the other party's confidential information comply with this section 16); and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3. With respect to the exchange of personal data, the parties shall (i) only use such data in strict accordance with applicable data protection laws and regulations and for the purposes of the Agreement; (ii) apply all necessary state-of-the-art security measures; and (iii) enter into a separate data processing agreement (if needed).
- 16.4. The supplier agrees: (i) that product(s) will not at any time directly or indirectly be exported, imported, sold, transferred or otherwise used in a way which might result in non-compliance with any export/import rules and regulations; and (ii) to obtain all necessary authorizations, licenses or permits in accordance with such laws and regulations. The supplier shall indemnify and keep indemnified Ascom and shall hold Ascom harmless against any and all liabilities, costs, expenses, damages and losses which Ascom may suffer or incur as a result of supplier's breach of this section 16.4.

## 17. Sustainability Commitment

- 17.1. As an internationally active technology group, Ascom takes its business, environmental and social responsibilities seriously. As signatory of the UN Global Compact Initiative, Ascom is fully committed to embrace and support a set of core values in the areas of human rights, labour standards, the environment and anti-corruption. The 10 principles of UN Global Compact are part of Ascom's business strategy and operations and define the non-negotiable minimum standards. The supplier therefore agrees to respect and adhere to all applicable laws and regulations and in particular to the key principles of the UN Global Compact Initiative ([www.unglobalcompact.org](http://www.unglobalcompact.org)) when conducting business with Ascom.
- 17.2. The supplier shall comply with the Ascom Code of Conduct (<https://www.ascom.com/about-us/corporate-governance/directives-and-guidelines/>) as the same may be updated and/or amended from time to time. The supplier shall ensure that its personnel comply with the standards contained in such Code of Conduct. Failure or refusal by the supplier and/or its personnel to strictly comply with such Code of Conduct shall be deemed a material, irremediable breach of the Agreement.

# General Terms and Conditions for Purchase

**ascom**

## 18. Miscellaneous

- 18.1. The Agreement may not be varied, other than in writing and signed by the parties.
- 18.2. The Agreement shall not be assigned, transferred or sub-contracted to any third party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Claims against Ascom may not be assigned or transferred to any third party.
- 18.3. The fact that individual provisions in the GTC are invalid does not affect the validity of the remaining provisions. The parties undertake to replace invalid provisions by new provisions, which approximate as closely as possible the economic purpose of the Agreement.
- 18.4. Neither party shall be liable for any failure to perform or delay in performing any obligation under the Agreement, if such failure or delay is due to force majeure, including, but not limited to, war, embargo, riot, insurrection, sabotage or other civil unrest; fire, explosion, flood or other natural disaster; provided, however, that the party so failing to perform shall (i) as soon as possible, inform the other party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure or overcome any of such cases and to resume performance of its covenants with all possible speed. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. The parties shall consult with each other and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the event and facilitate continued performance.
- 18.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 18.6. Any notices to be made under or in connection with the Agreement shall be in writing and shall be addressed to the other party as set forth in the Agreement. This section does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 18.7. The supplier shall at the request of Ascom, and at the supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Agreement.
- 18.8. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. Nothing in this section shall limit or exclude any liability for fraud.

## 19. Applicable Law and Jurisdiction

- 19.1. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 19.2. Each party irrevocably agrees that, subject to section 19.3 below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.
- 19.3. Nothing in section 19.2 shall limit the right of Ascom to take proceedings or enforcement action against the supplier in any other court of competent jurisdiction, nor shall the taking of proceedings or enforcement action in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.