

General Terms and Conditions for Purchase



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1. Scope and acceptance

- 1.1. These General Terms and Conditions (these "GTCs") shall apply to all purchase orders issued by Ascom irrespective of whether or not an explicit reference is given to these GTCs and shall be deemed an integral part of any purchase order sent from Ascom. Any additional or different terms in any document provided by the supplier will have no effect and are deemed rejected by Ascom.
- 1.2. If the supplier accepts Ascom's purchase order or start deliveries of any product(s) and/or commence performance of any service(s) ordered by Ascom, the supplier will be deemed to have accepted these GTCs in their entirety. The supplier may not modify Ascom's purchase order and the supplier's confirmation may not include any pre-printed text such as, but not limited to, the supplier's general terms and conditions. Ascom's purchase order and these GTCs may only be amended, changed or modified by an instrument in writing duly executed by both parties.

2. Prices and terms of payment

- 2.1. The price(s) for product(s) and/or service(s) ordered by Ascom shall be agreed between the parties prior to any deliveries of any product(s) and/or commencement of any performance of any service(s). Prices are deemed fixed prices unless otherwise agreed. The supplier has no right to add invoicing charges or any other price supplements.
- 2.2. Offers and tenders must be provided by the supplier free of charge.
- 2.3. Payment shall be made sixty (60) days net after Ascom's receipt of invoice.

3. Orders

The supplier shall confirm the order in writing and without modification within 10 days after receipt of the order. In the absence of such confirmation, Ascom shall have the right to cancel the order without cause. Ascom shall have no liability in respect of any such order cancellation.

4. Delivery

- 4.1. The supplier must fulfil the lead-times stated in Ascom's purchase order. 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 is responsible to inform Ascom in writing as soon as possible and to 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.
- 4.2. If the supplier fails to deliver a purchase order within the specified lead-time, Ascom shall be entitled to penalties. For each week (or part thereof) of delayed delivery, the applicable penalty 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 actual damages, provided that the contractual penalty shall be credited against such damages. Ascom shall not be entitled to any penalties if the delay is caused by Ascom.
- 4.3. The terms of delivery for product(s) shall be FCA in accordance with latest Incoterms. Title to products shipped under any purchase order passes to Ascom upon the earliest to occur of (i) delivery of the products to Ascom, (ii) payment of any portion of the purchase price for such products by Ascom, (iii) Ascom's acceptance of the products and (iv) supplier's tender of the products to the carrier. Notwithstanding any agreement between Ascom and supplier concerning transfer of title or responsibility for shipping costs, risk of loss to products shipped under any purchase order passes to Ascom upon receipt and acceptance by Ascom at the delivery location, and supplier will bear all risk of loss or damage with respect to products until Ascom's receipt and acceptance of such products in accordance with the terms hereof.
- 4.4. If the supplier fails to deliver according to a purchase order within the specified lead-time, the supplier shall provide the delayed product(s) and/or service(s) from another source, e.g. a "broker" or another distributor, to Ascom within maximum five (5) Business Days ("Business Day" means a day when banks are open for general banking business in Ascom's country) without any additional costs for Ascom. If the delay is caused by Ascom, the time of delivery shall be prolonged with a reasonable time.
- 4.5. 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 GTCs. The supplier shall also make sure that any sub-supplier or manufacturer allocates the necessary resources. Under no circumstances is any delayed delivery of any purchase order excused due to allocation issues.
- 4.6. Excess, early, and partial deliveries are not accepted without Ascom's specific consent. Ascom has the right to return excess, early, and partial deliveries to the supplier at the supplier's expense.
- 4.7. The supplier shall comply with applicable parts/areas of security and protection of goods, such as AEO, C-TPAT, ISPS or equivalent regulations.

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- 4.8. 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.

5. Termination

Either party has a right to immediately and prematurely terminate a purchase order, upon written notice to the other party, if the other party (i) is in material breach of the purchase order in question or these GTCs, 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.

6. Documents of delivery, packing and wrapping

- 6.1. All documents of delivery, such as delivery note, packing note, invoice and a quality certificate, 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 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 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 a specific purchase order).

7. Warranty

- 7.1. The supplier represents and warrants that: (i) for a period of twenty-four (24) months from date of delivery of the product(s) to Ascom, the product(s) will perform and conform in accordance with the agreed upon requirements and specifications and will be free from defects in design, materials and workmanship; and (ii) the products will at all times: (a) conform to applicable specifications; (b) be fit for their intended purpose and operate as intended; (c) be merchantable; (d) be free and clear of all liens, security interests, or other encumbrances; and (e) Ascom's use, sale and distribution thereof will not infringe or misappropriate any right of any third party., Supplier represents and warrants that the service(s) will be performed in accordance with the agreed upon requirements and specifications and 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.
- 7.2. The supplier represents and warrants 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 previously twelve (12) months or the previous delivered five-hundred (500) units, whatever is highest) without limitation in time.
- 7.3. If Ascom discovers that product(s) being delivered or service(s) being performed do not fulfil agreed upon requirements and/or specifications, Ascom is entitled to reject the delivery and, with regards to product(s), return the product(s) or part of it for revising or demand a replacement delivery or a credit note, with regards to the service(s), undertake or employ a third party to undertake necessary remedial work at the risk and expense of the supplier. If quality problems occur caused by the supplier, replacement product(s) must be delivered to Ascom within three (3) Business Days. When there are adjustments of product(s) at Ascom, Ascom will debit the supplier the applicable hourly fee based on the then current Ascom price list.
- 7.4. After having contacted the supplier, and at the supplier's expense, Ascom shall return the faulty product(s) to the supplier together with an inspection report.
- 7.5. Within thirty (30) calendar days from the day of the return delivery of the faulty product(s), Ascom shall receive a credit note for the value of the returned product(s) and for its wrapping and transportation costs (if any).
- 7.6. An invoice, of which part of the total value is to be credited, is due for payment five (5) Business Days after the day Ascom has received the credit note, however, not earlier than the original due date of the invoice.
- 7.7. If it is verified that the product(s) are free from faults when received by the supplier, all wrapping and transportation costs connected to the return delivery shall be borne by Ascom.

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8. Supplier support

The supplier shall dedicate necessary and sufficiently qualified personnel, including but not limited to a person responsible for the relevant product and or service and experts from a sub-supplier or manufacturer, in order to assist Ascom with continuous support. For inquiries 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 all applicable laws, rules and regulations.
- 10.2. 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, complies with the agreed upon requirements and specifications.
- 10.3. 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. 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.
- 10.4. The quality system shall be periodically inspected by designated staff at the supplier. Ascom is also entitled to carry out quality revisions at the supplier, provided that Ascom gives the supplier three (3) days' notice.
- 10.5. The supplier is not entitled to exchange/change components/software without written consent from Ascom. Ascom must be well informed about changes in the production process of the supplier.
- 10.6. In case the supplier is responsible for design and manufacturing documentation, Ascom shall be indemnified and held harmless from and against any infringement in any third party's patent, design, layout or other intellectual property right.
- 10.7. 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 hold Ascom harmless from and against any such damage to its full extent (including reasonable legal costs).
- 10.8. 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:
 - 10.8.1. 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.
 - 10.8.2. 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.
 - 10.8.3. 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.
 - 10.8.4. 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.
- 10.9. Ascom may suspend or terminate the Agreement if the supplier materially breaches clause 10.8 or if the supplied AI System is found to be non-compliant with the AI Act.

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11. Conflict Minerals

- 11.1. Supplier shall provide information about the usage respectively origin of conflict minerals in products which are delivered to Ascom.
- 11.2. If a product contains conflict minerals, supplier shall provide Ascom a 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 material originates from one of the countries mentioned above, the supplier shall inform Ascom about which mine the minerals are coming from.

12. Intellectual Property Rights

- 12.1. The supplier ensures that the delivered goods and services are not subject to intellectual property rights of third parties. Supplier ensures that the supply and usage of the delivered goods does not infringe upon any patents, licenses or other intellectual property rights of third parties.
- 12.2. The supplier shall indemnify Ascom for any corresponding claims of third parties according to section 14.

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 SUPPLIER OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, AUTHORIZED REPRESENTATIVES OR SUB-SUPPLIERS OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, 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 THE 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) OR OTHERWISE, EXCEED THE VALUE OF THE PURCHASE ORDER GIVING RISE TO THE CLAIM.

14. Indemnities

Supplier shall indemnify, defend and hold Ascom, its affiliates, and its and their respective officers, directors, employees, agents, successor and assigns harmless from and against any and all claims, suits, actions, causes of action, litigation, investigations, subpoenas, proceedings, losses, damages, liabilities, awards, fines, fees, penalties, settlements, interest and costs of any nature whatsoever (including, without limitation, reasonable legal fees) which are attributable to, arise from, or are based upon: (a) any act, omission by supplier or any of its affiliates or its or their respective employees, agents or contractors which are in any way connected with or arise out of this Agreement, Ascom's agreement with the end customer or the performance of the services; (b) any claim that the products, or the use, sale or distribution thereof by Ascom or any of its affiliates, infringe or misappropriate any copyrights, patents, trademarks, trade secrets or other intellectual property rights of a third party; (c) any non-compliance by supplier or any of its affiliates or its or their respective employees, agents or contractors of any applicable laws, ordinances, codes and/or regulations of any federal, provincial, or municipal governing body; or (d) personal injury, death or damage to persons or property caused by the products or the use thereof. In case of a third-party claim brought against Ascom, Ascom shall promptly notify the supplier in writing of such claim, and shall not make any admission in respect of such claim without the supplier's consent, unless the supplier fails to discharge in a timely manner its responsibilities under this section 14. Supplier shall have the right to conduct and control (at the supplier's sole cost and expense) the defence of such claim with counsel of its choice. Ascom shall reasonably co-operate with the supplier and its legal representatives in the investigation or defence of any third-party claims covered by this section 14.

15. Insurance

Supplier shall obtain and maintain adequate insurance coverage. Supplier shall obtain and maintain comprehensive general liability insurance with a limit of at least the equivalent of Five Million CHF (CHF 5.000.000,00) per occurrence inclusive for each of bodily injury and property damage, and on request of Ascom, supplier shall provide a duplicate certificate confirming that such insurance is in effect.

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16. Confidentiality, Data Protection and Export/Import Compliance

- 16.1. Except as otherwise permitted in writing, neither party may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential information. Notwithstanding the foregoing, this shall not include any information, which (a) was in recipient's lawful possession prior to the disclosure of the disclosing party, (b) is or becomes publicly available through no fault of the recipient, (c) is rightfully obtained by the recipient from a third party, who has the right to disclose it on a non-confidential basis, or (d) is independently developed by the recipient without any reference to confidential information of the disclosing party, as evidenced by the recipient. Parties may disclose confidential information as mandatory required by applicable law.
- 16.2. With respect to the exchange of personal data, the parties shall (a) only use such data in strict accordance with applicable data protection regulations and for the purposes of the Agreement, (b) apply all necessary state-of-the-art security measures and (c) enter into a separate data processing agreement (if needed).
- 16.3. Supplier agrees (i) that products 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.

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, we are 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) when conducting business with Ascom.
- 17.2. Supplier shall comply with the Ascom's Code of Conduct (<https://www.ascom.com/about-us/corporate-governance/directives-and-guidelines>). Supplier shall ensure that its personnel comply with the standards contained in such Code of Conduct. Failure or refusal by Supplier and/or its personnel to strictly comply with such Code of Conduct shall be deemed a material breach of the Agreement.

18. Miscellaneous

- 18.1. The Agreement may not be varied, other than in writing.
- 18.2. The Agreement shall not be assigned or transferred to any third party without the prior written consent of the other party (not unreasonably withheld).
Claims against Ascom may not be assigned to any third party.
- 18.3. The fact that individual provisions in these GTCs 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 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 and other communication to be made under or in connection with the Agreement shall be in writing and be addressed to the other Party as set forth in the Agreement.
- 18.7. The Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. No terms or conditions contained in any order acknowledgment or in any other document that has been or may in the future be supplied by supplier, which are in addition to, different from, inconsistent with, or attempt to vary any of the terms or conditions of the Agreement, shall supersede, replace, modify, supplement or add to any of the terms or conditions of the Agreement, and all such terms are hereby rejected by Ascom.

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19. Applicable Law and Jurisdiction

- 19.1. Any suit or other proceeding arising out of or relating to the Agreement shall be brought only in the North Carolina state courts located in Wake County, North Carolina or the United States District Court for the Eastern District of North Carolina; and appellate courts having jurisdiction over the foregoing. Each party hereto irrevocably submits to the exclusive jurisdiction of each such court in any such suit or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the suit or proceeding shall be heard and determined only in any such court, and agrees not to bring any suit or proceeding arising out of or relating to the Agreement in any other court. Each party hereto agrees that the exclusive choice of forum set forth in this section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.
- 19.2. The Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of North Carolina, without giving effect to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by the Agreement.
- 19.3. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES. THEREFORE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 19.4. Notwithstanding anything to the contrary herein, Ascom is entitled to take legal action against the supplier in any court of competent jurisdiction located in the supplier's domicile country, and Ascom may bring an action before any court of appropriate jurisdiction for interim injunctive relief for protection of intellectual property rights and confidential information.