

## General Terms and Conditions of Purchase of Climeworks AG

March 2025

### 1. General

- 1.1 These General Terms and Conditions of Purchase ("**GTCP**") shall apply to the purchase of any goods and services by Climeworks AG or its affiliated companies ("**Purchaser**") from any supplier ("**Supplier**"). The application of general terms and conditions of Supplier is excluded, unless Purchaser expressly consents to it in writing. If Supplier and Purchaser have entered into a separate written agreement setting out terms and conditions for the provision of goods and services, then the separate agreement prevails over these GTCP.
- 1.2 The contract consists of the purchase order, including any specifications, drawings or any other documents listed or attached therein ("**PO**") and the GTCP (jointly "**Contract**"). Supplier shall confirm the PO in writing within 10 calendar days. Until a PO is accepted in writing, Purchaser is not bound by such PO and may revoke, modify or change it any time without any liability to Supplier. The applicability of these GTCP is deemed accepted by Supplier upon confirmation of the PO or start of execution of the Contract.
- 1.3 Changes or additions to the PO by Supplier shall only become part of the Contract if Purchaser agrees to them in writing.
- 1.4 In the event of contradictions in the contractual documents, the following order of precedence shall apply: (i) PO and (ii) these GTCP.
- 1.5 Purchaser is entitled to demand changes to the scope of the PO at any time. In this case, Supplier shall notify Purchaser in writing within latest 10 calendar days how delivery dates, costs or technical parameters may be affected by the change. Changes shall be set out in a written change order. Purchaser may instruct Supplier to commence the implementation of the change prior to the conclusion of the change order.

### 2. Delivery of goods and performance of services

- 2.1 Unless otherwise agreed in the PO, delivery of goods and performance of services shall be made according to DAP Incoterms 2020 at the time, place and quantities agreed in the Contract.
- 2.2 Purchaser shall have no obligation to accept deliveries before the agreed delivery date, or partial or excess deliveries.
- 2.3 If Purchaser is prevented from taking delivery or accepting performance by any circumstances that are beyond its control or that make taking delivery or acceptance impossible or unusually onerous, either party is entitled to terminate the Contract, on written notice to the other party without intervention of any court and without liability for any damage suffered by Supplier as a result of such termination.
- 2.4 Delivery or performance by the date and time specified in the Contract by Supplier is essential. If a delay in delivery or performance is expected, Purchaser shall be informed immediately in writing. Supplier

shall take all reasonable measures to avoid any delay. The costs for these measures shall be borne by Supplier.

- 2.5 If Supplier fails to deliver the goods or to perform the services at the time defined in the Contract and, after lapse of a reasonable extension granted to Supplier, Purchaser may, without prejudice to other contractual or statutory rights and remedies, terminate or rescind the Contract without any liability by giving written notice to Supplier. In such case, Purchaser may request a refund of the purchase price, if already paid, and claim compensation for all damages suffered due to Supplier's default.

### 3. Transfer of risk and ownership

- 3.1 For deliveries not subject to acceptance, risk shall pass to Purchaser upon delivery in accordance with clause 2.1, otherwise upon acceptance.
- 3.2 Ownership of goods shall pass to Purchaser upon delivery in accordance with clause 2.1.
- 3.3 If it is agreed that Purchaser shall pay the price in advance of delivery, Purchaser shall acquire ownership of the goods as of the date of payment. Where title to all or any part of the goods has passed to Purchaser but the goods remain in the possession of Supplier, Supplier shall clearly label the goods as property of Purchaser and adequately protect them against damage and loss.

### 4. Packaging and transport

- 4.1 Unless otherwise agreed in the PO, Supplier shall bear the costs for appropriate labelling, packaging and palletization. The packaging must be appropriate to protect against damage, contamination and moisture during transport and storage and shall comply with the relevant applicable laws and regulations and with any special instructions of Purchaser.
- 4.2 The complete delivery documentation shall be enclosed.

### 5. Inspections of goods by Purchaser

- 5.1 Purchaser shall inspect the goods within 20 calendar days of delivery for visible transport damage or other obvious defects.
- 5.2 Purchaser shall notify Supplier of any defects that only become apparent at a later point in time within 20 calendar days following their identification.

### 6. Warranties

- 6.1 Without prejudice to any other contractual or statutory obligation, Supplier represents and warrants that the goods and services shall:
  - comply with the provisions of the Contract and meet all specifications, properties and performances specified;
  - comply with all applicable laws and regulations;
  - being new, complete and functioning and free from any visible or hidden defects;
  - be accompanied by all information, warnings, instructions and documentation relevant for the use, storage, operation, consumption, transportation and disposal;

- conform to the representations and guarantees in any literature and advertising materials provided by Supplier;
  - be delivered or performed in accordance with the highest degree of professional skill and standards, by qualified and trained personnel; and
  - be subject to an adequate quality assurance system.
- 6.2 Supplier shall ensure that, for a period of 10 years from the end of the contractual relationship, it shall be able to supply Purchaser with the goods or parts thereof as spare and wear parts on reasonable terms and conditions and to carry out the corresponding repair work.
- 6.3 During the warranty period, Supplier shall be liable for all defects in the goods or services.
- 6.4 The warranty period shall be 36 months after acceptance of the goods and/or services.
- 6.5 For repaired or replaced goods or services during the warranty period, the warranty period shall start again upon repair or replacement.
- 7. Remedies**
- 7.1 If the goods or services fail to meet Supplier's representations, warranties or obligations, Supplier shall remedy the defect, at Purchaser's discretion, by repair or replacement within a reasonable period specified by Purchaser. Supplier shall bear all costs in relation to the rectification of the defect. If Supplier does not remedy the defect accordingly, or in case of imminent danger or urgency, Purchaser shall be entitled to remedy the defect itself or have it remedied by a third party at Supplier's cost. Purchaser may claim compensation from Supplier for all damages incurred by Purchaser.
- 7.2 If a defect cannot be remedied or is not remedied by Supplier in accordance to clause 7.1, Purchaser shall be entitled to a reduction of the purchase price or to rescind the Contract and request a refund of the purchase price. In addition, Purchaser shall have the right to compensation for all damage caused by Supplier's default as well as indemnification from Supplier against any claims for damages by third parties.
- 7.3 Remedies in this clause shall be in addition to Purchaser's remedies at law.
- 8. Invoices and terms of payment**
- 8.1 The price specified in the PO shall cover all goods and services, expenses and costs necessary for the performance of the Contract. Prices are net prices (excluding the respective value added tax) for delivery of the goods and performance of services at the place defined in the PO.
- 8.2 The price shall not be subject to variation, except if explicitly agreed otherwise and subject to express conditions laid down in the Contract.
- 8.3 Invoices must be sent to [finance@climeworks.com](mailto:finance@climeworks.com) referring to the correct PO number.
- 8.4 Invoices are payable within 60 calendar days of the date of the correct invoice.
- 8.5 A payment does not constitute acceptance of goods or services as being in conformity with the Contract. Any Purchaser claims in this respect shall remain in force after payment for the goods or services.
- 8.6 Purchaser has the right to suspend payment or a reasonable part thereof until deficiencies in the goods or services or any breach of Contract are rectified.
- 8.7 Purchaser is entitled to set off any amounts due to Supplier under the Contract, with any amounts owed by Supplier to Purchaser for any reason whatsoever.
- 8.8 If Purchaser fails to pay an invoice due as set out in clause 8.4, Supplier shall request Purchaser in writing to make payment within a reasonable period of time. After expiry of this period, Supplier may demand interest for the delayed payment at a rate of 5% per annum.
- 8.9 Supplier waives any right of retention over the goods, unless the rights or claims of Supplier are undisputed, have been acknowledged by Purchaser or have been confirmed by a final decision of a competent court.
- 9. Intellectual property rights**
- 9.1 Supplier represents and warrants that the goods and services, or their use, do not infringe any patents, copyrights, trademarks, trade secrets or any other third party intellectual property rights.
- 9.2 In case a third party makes an infringement claim against Purchaser in respect of intellectual property rights, Purchaser shall inform Supplier accordingly. Supplier shall indemnify Purchaser from all costs (in particular lawyers' fees and court costs) and third party claims in connection with intellectual property rights.
- 9.3 Further, Purchaser may demand that Supplier, at its own expense and without undue delay, either (i) acquires a right of use from the owner of the intellectual property right or (ii) modifies the parts of the goods or services infringing the intellectual property right or replaces them with parts that are free of conflicting intellectual property rights.
- 9.4 All rights, title and interest in and to any kind of work products, deliverables or results created in connection with the Contract and any intellectual property rights in or to the foregoing shall be owned and vest in Purchaser. Supplier agrees, upon Purchaser's request, to take all actions necessary to perfect Purchaser's ownership.
- 9.5 If Supplier incorporates any pre-existing intellectual property rights into the goods or services, Supplier hereby grants Purchaser a fully paid-up, perpetual, non-exclusive, transferable, worldwide, sub-licensable and irrevocable license to use such intellectual property rights for Purchaser's business purposes.
- 9.6 In case of software, the rights of Purchaser are unlimited insofar as the number of licenses used simultaneously does not exceed the number of licenses purchased. If software is provided with open source components, a list of all open source components used shall be provided to Purchaser latest with the PO confirmation.
- 10. Subcontractors**
- 10.1 Supplier shall not assign, transfer or delegate the whole or any other part of the Contract or any of its rights and obligations therein nor subcontract the whole or part of the services without Purchaser's prior written consent.

- 10.2 Supplier shall make a list of its subcontractors available to Purchaser upon request.
- 10.3 The Supplier shall be liable for any act or omission of its subcontractors as for his own acts and omissions.
- 11. Free issue material, manufacturing equipment**
- 11.1 Material and manufacturing equipment (for example tools) provided by Purchaser remain Purchaser's property and are to be stored at no cost to Purchaser, to be marked as Purchaser's property and to be adequately protected against damage and loss by Supplier.
- 11.2 They may only be used for the sole purpose of performing Supplier's obligations under the Contract.
- 11.3 A right of retention for material, manufacturing equipment and Purchaser Information shall be excluded.
- 12. Information, Confidentiality**
- 12.1 All title and rights to the documents, specifications, data and other information provided by Purchaser ("**Purchaser Information**") remain vested in Purchaser. Upon termination of the Contract, Supplier shall return or delete Purchaser Information as instructed by Purchaser.
- 12.2 Supplier shall keep confidential all Purchaser Information and business processes of which it becomes aware in connection with the Contract as well as any results thereof, it shall not make any of the above available to third parties and use it exclusively for the execution of the Contract, and shall take all necessary measures to keep Purchaser Information secure and prevent unauthorized access to it. Supplier shall make such information available only to those employees who need it to perform the Contract and shall ensure that these employees are obliged to treat the information as confidential. To the extent Purchaser agrees to subcontracting, Supplier shall ensure that any subcontractor is bound by the same confidentiality obligations.
- 12.3 This confidentiality obligation shall not apply to information which (i) was already lawfully in Supplier's possession prior to the Contract, (ii) was already publicly accessible at that time or became publicly accessible at a later date without breach of Contract, (iii) was legitimately handed over to Supplier by a third party, or (iv) was released by Purchaser by written statement.
- 12.4 Supplier shall not make any reference to Purchaser or otherwise publicly disclose its business relationship with Purchaser or the terms of the Contract with Purchaser, without Purchaser's prior written consent.
- 13. Termination**
- 13.1 Purchaser shall be entitled to terminate the Contract for convenience in whole or in part at any time. In this event, Supplier shall be entitled to be compensated for unavoidable costs of work-in-progress at the time of termination, to the extent proven by Supplier, with such compensation not to include loss of anticipated profits or any consequential loss and in no case be higher than the price of the goods or services under that terminated Contract.
- 13.2 Without prejudice to all other rights of rescission or termination or any other compensation to which Purchaser might be entitled contractually or pursuant to the law, Purchaser is entitled to terminate the Contract in whole or in part, with immediate effect by written notice to Supplier without any liability and without prior court approval, if:
- (i) Supplier commits a material breach of any provision of the Contract and (in case of a breach capable of remedy) fails to remedy that breach within 21 calendar days of being notified of such breach by Purchaser. Supplier acknowledges that a series of minor breaches may together constitute a material breach.
- (ii) Insolvency or similar proceedings are filed or commenced against Supplier or if a considerable deterioration of Supplier's financial situation threatens Supplier's ability to perform its obligations under the Contract.
- 13.3 On termination or expiration of the Contract, the following clauses shall survive and remain in full force and effect: Warranties (6.), Remedies (7.), Intellectual property rights (9.), Information, Confidentiality (12.), Termination (13.), Insurance (15.), Miscellaneous (18.), Applicable law and jurisdiction (19.).
- 14. Force Majeure**
- 14.1 If the execution of the Contract by Supplier is prevented by an extraordinary event that Supplier proves to be unforeseeable, unavoidable and beyond its reasonable control ("**Force Majeure Event**"), Supplier shall notify Purchaser without undue delay of such Force Majeure Event and take all reasonable steps to minimize the delay and mitigate the severity of the situation as much as possible. Purchaser, at its discretion, may grant reasonable extension of the delivery dates or terminate the Contract at any time by written notice to Supplier.
- 14.2 Notwithstanding clause 14.1, Supplier shall not be excused from any default or delay in the performance when such default or delay is due to normal risks such as, but not limited to, ordinary hazards of inclement weather, strikes or fluctuation of prices or wages.
- 15. Insurance**
- 15.1 The Supplier shall take out all insurance required or customary for its business activities with reputable insurance companies and shall provide evidence to Purchaser upon request.
- 15.2 Supplier shall indemnify Purchaser against all third party claims for damage to physical property and personal injury and death caused by Supplier.
- 16. Inspections and Audits**
- 16.1 Supplier shall provide evidence of compliance with the provisions of the Contract upon Purchaser's request. Purchaser shall be entitled to carry out inspections and audits at Supplier's premises, either itself or through third parties, during normal operating hours, to verify compliance with the provisions of the Contract.
- 17. Data Protection and Compliance**
- 17.1 Each party shall comply with applicable data protection laws and regulations in the course of performing

its obligations under the Contract. Supplier acknowledges that Purchaser processes personal data in accordance with the privacy notice available on its website. Supplier shall use all reasonable endeavours to deliver the applicable privacy notice to its employees that will be involved in the performance of the Contract.

- 17.2 Supplier shall comply with all applicable laws and regulations, in particular with regard to employment, antitrust, lobbying, export and trade control, human rights, sanctions, no conflict minerals, bribery and corruption as well as health, safety, security and environmental protection. Supplier acknowledges that it has received Purchaser's supplier code of conduct ("**Supplier Code of Conduct**"). Supplier agrees to comply with the principles and obligations set out in the Supplier Code of Conduct (as updated from time to time and available on Purchaser's website) and to maintain an equivalent standard of integrity and professional competence in all its activities.
- 17.3 Supplier acknowledges that it is subject to Purchaser's integrity and supply chain due diligence processes and agrees to provide any information and certifications of compliance upon request and to fully cooperate with Purchaser to verify compliance with this clause.

#### **18. Miscellaneous**

- 18.1 Supplier shall not be entitled to set off its claims against the claims of Purchaser.
- 18.2 Supplier may not assign any of its rights and obligations under the Contract without Purchaser's prior written consent.
- 18.3 If control over Supplier changes to a person who was not a shareholder in Supplier at the time when the Contract entered into force and who is a competitor of Purchaser, Purchaser shall be entitled to terminate the Contract.
- 18.4 Changes to the Contract shall be made in writing and be signed by both parties (simple electronic signature is deemed sufficient).
- 18.5 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions. An invalid or unenforceable provision shall be replaced by a valid and enforceable provision that reflects the economic intent of the parties.
- 18.6 No failure or delay by Purchaser to exercise any right or remedy provided under this Contract or by law nor the payment of any invoice shall constitute a waiver of that or any other right and remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 18.7 If, due to Supplier's failure to do so, Purchaser is held liable to make any payments to the employees or any third party employed by Supplier for the delivery of the goods or performance of the services (including but not limited to social security and tax payments), Supplier shall fully indemnify and hold Purchaser harmless for any such payments or damages incurred in connection with such claims.
- 18.8 Any liability of Purchaser towards Supplier is limited to the maximum extent permitted by law. Purchaser

shall not be liable for any indirect, special or consequential damage for loss profits, loss of revenue, or similar damages arising out of or in connection with the Contract.

#### **19. Applicable law and jurisdiction**

- 19.1 The Contract shall be governed by substantive Swiss law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 19.2 Any dispute, controversy or claim arising out of or in connection to the Contract, including any dispute as to the validity of the Contract, shall be exclusively settled by the courts of Zurich, Switzerland.