



## General Terms and Conditions of Purchase

FO 0185

Revision 0

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### 1. SCOPE / FORM

The General Terms and Conditions of Purchase shall apply to all orders placed by all companies from the Suisse - Group (hereafter referred to as the Buyer).

All orders shall only be valid if placed in writing. Oral orders, including follow-up orders, shall only be valid if confirmed in writing. An order and document number shall be provided for every order. These order and document numbers must be cited on all paperwork and documents relating to this order.

The general terms and conditions of sale and supply of the suppliers of the Buyer shall only be recognised insofar as they are consistent with these General Terms and Conditions of Purchase. Any terms with contrary effect in the general terms and conditions of sale and supply of the Supplier shall only be deemed to have been legally agreed to if they are expressly accepted by the Buyer in writing. In such an eventuality, implementation of the order by the Supplier without objection shall under all circumstances be construed as recognition of the General Terms and Conditions of Purchase of the Buyer.

### 2. REQUESTS FOR QUOTES

Requests for quotes made by the Buyer shall be non-binding for the Buyer. Unless agreed otherwise in writing, quotes shall be provided by the Supplier free of charge. The substance of the quote must unreservedly and in all respects correspond to the request for a quote, in particular in relation to technical requirements. Any deviations must be clearly flagged. Any alternatives that are flagged as such must be offered separately. Unless agreed otherwise in writing, prices quoted shall be inclusive of industry-standard packaging.

### 3. ORDER

An order shall be legally binding if intimated in writing by the Buyer to the Supplier (including electronically or by fax). The price quoted by the Supplier shall be that agreed for the order.

In the event that prices are no longer valid on account of connection requirements, the most recent prices invoiced by the Supplier to the Buyer shall be binding. If no prices have been agreed upon, the industry-standard prices within the local area shall apply.

### 4. ACCEPTANCE OF THE ORDER BY THE SUPPLIER

Unless agreed otherwise in writing, the Supplier shall be obliged to provide written confirmation of receipt of the order within five working days of the date of the order. Confirmation may be provided electronically using its own form or by returning a counter-signed copy of the order to the Buyer.

Any amendments or supplements to the order must be notified to the Buyer in writing and must be clearly highlighted. They shall only be deemed to have been accepted if the Buyer confirms the amendments and supplements in writing.

The Buyer's order shall be deemed to have been accepted by the Supplier unless it is rejected in writing by the Supplier within a period of five working days.

### 5. DISPATCH AND PACKAGING

Supply shall occur at the agreed place of supply as stated in the order. The Supplier shall ensure that the goods are packaged with care and in an exemplary manner. The Supplier shall bear responsibility for any damage to the goods resulting from deficient protection. The goods supplied must be clearly identified and their quantities indicated by way of packaging notes, the affixing of labels to containers and packaging and similar measures. The information that is required under Swiss and European legislation must be affixed in full to packages.

In the event of delivery across a customs border, all documents required for customs clearance must be issued promptly and in a proper manner and provided in a sufficient number to customs agents and all competent bodies. All costs arising as a result of any delay in customs clearance owing to deficient or incomplete documentation and accompanying papers shall be borne by the Supplier.

EUR pallets and Swiss railways crates or alternatively collapsible crates (made from wood) shall be used for deliveries exceeding 30 kg. Cardboard shall in general be used for deliveries up to 30 kg that are of a suitable size. Any other forms of packaging shall only be permitted with the prior written approval of the Buyer (FO 0184 shipping instructions).

## 6. DELIVERY AND ACCEPTANCE

The delivery deadlines stated on the orders of the Buyer shall be deemed to relate to arrival at the place of destination and shall be complied with. In the event that the Supplier considers that it will not be possible to comply with the agreed deadlines, it must immediately inform the Buyer of this fact in writing, stating the reasons. All deliveries shall be accompanied by a delivery docket stating the order number, the document number, the item or design number along with the recipient of the goods.

The delivery terms agreed to shall be governed by the applicable version of the Incoterms 2010. Transport insurance will be arranged by the Buyer.

The goods shall be deemed to have been accepted after they have been examined thoroughly and approved by the Buyer. Mere acceptance of a delivery by an authorised recipient of the Buyer may not be construed as acceptance of the goods.

Any delivery that does not comply with the specific requirements stated in the order, the technical documents etc. may be rejected by the Buyer following prior consultation with the Supplier. The delivery of excess quantities or shortfalls shall only be permitted in relation to parts designed by the Buyer within a maximum range of +/- 10%. Any parts not designed [by the Buyer] must be delivered in the exact quantities.

Partial deliveries shall require the express written approval of the Buyer. Partial deliveries shall not be permitted for sample orders, pilot batches and project orders.

In the event that a delivery is received more than 5 working days prior to the agreed delivery deadline, the Buyer shall be entitled to return the delivery at the cost of the Supplier. If the goods are not returned, they may be stored by the Buyer until the agreed delivery deadline at the cost and risk of the Supplier. In the event of a delay exceeding 20 working days, the Buyer shall be entitled to cancel the order, which shall not give rise to any right for the Supplier to claim damages and/or of specific performance. In the event of non-delivery or late delivery, the Supplier shall compensate the Buyer in full for any losses that demonstrably result.

The Supplier shall furnish proof of the proper handover of the delivery. It may only release itself from any liability if it is able to present a written agreement to the contrary or on the grounds of *force majeure*.

## 7. DEVICES USED FOR PRODUCTION AND MATERIAL PROVIDED BY THE BUYER

Unless agreed otherwise in writing, ownership of all devices used for production (e.g. mould equipment, tools, templates, inspection tools) that have been provided to the Supplier by the Buyer for the purpose of production or for which payment has been made by the Buyer to the Supplier shall remain in full with the Buyer.

The Buyer shall be entitled to inspect devices used for production, to monitor their use and to take an inventory. The Buyer shall be entitled at any time without stating reasons to require that devices used for production be returned.

Any alterations to devices used for production may only be carried out with the approval of the Buyer. Any defects to or limitations affecting functional capacity shall be reported promptly by the Supplier to the Buyer.

Materials provided by the Buyer to the Supplier may only be used by the Supplier in order to produce the goods ordered by the Buyer. Ownership of the material provided shall remain in full with the Buyer until the completion of processing and delivery to the Buyer. The Supplier shall be obliged to store the materials provided by the Buyer with care.

Devices used for production and material provided by the Buyer may not be used by the Supplier for third party orders without the written approval of the Buyer. The transfer of devices used for production on account of subcontracting to a third party shall only be permitted with the prior written approval of the Buyer. The Supplier is prohibited from creating copies of devices used for production and materials provided and related documentation for its own purposes or for a third party and/or from transferring such devices or materials to a third party.



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### 8. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

Copyright over all documents, including designs, drawings, calculations etc. provided by the Buyer to the Supplier shall remain with the former. The Supplier may use only use such documents and any further information exclusively for the purpose of executing the Buyer's order.

The Supplier warrants to the Buyer that the Buyer will be able to use, process or sell on the goods supplied without thereby infringing any third party patent, registered design or any other industrial or intellectual property right.

The Supplier warrants that the goods supplied are compliant with all standards applicable at the time of supply.

### 9. OBJECTIONS TO DEFECTS, WARRANTY, LIABILITY

The Buyer shall not be under any obligation to inspect the goods delivered immediately. Objections to defects shall be deemed to have been made in a timely manner in relation to evident defects if they are notified to the Supplier within six weeks of receipt of delivery and in relation to latent defects within six weeks of discovery of the defect. Defects to goods that are normally left in their packaging until they are used shall be deemed to be latent defects. Any deviations from designs or technical documents that do not respect the tolerances and standards stated shall be deemed to be defects.

### 10. INVOICING/OFFSETTING

Invoices shall be made out to the Buyer in the name of the undertaking to which the order was submitted according to a simple model and shall state the order number, the item or design number, a description of the item and any other necessary information. Original versions of all invoices shall be sent by post. In the event that the invoice is not correctly issued, the invoice shall not be deemed to have been received.

Invoices shall be settled in accordance with the agreed payment terms, although no earlier than the comprehensive approval of the goods delivered. In the event of early delivery, the Buyer shall be entitled to make payment at the due date according to the agreed delivery deadline.

Unless agreed otherwise in writing, the payment terms ordinarily applicable shall be 14 days with a 3% discount or net within 30 days of delivery and invoicing. In the event that billing on a time and materials basis has been agreed to between the Supplier and the Buyer (e.g. hourly rate), the Supplier shall furnish proof of the cost incurred. Proof shall be presented to the Buyer along with the invoice.

The Buyer shall be entitled to offset any amounts due from it to the Supplier against any amounts claimed by the Supplier. The Supplier shall not be entitled to assign claims against the Buyer to a third party, to pledge such claims or otherwise conclude legal transactions in relation to them without the written approval of the Buyer.

The settlement of the Supplier's invoices by the Buyer shall not imply any waiver of the rights of the Buyer, and shall in particular not constitute any waiver of rights in relation to defects.

### 11. CONFIDENTIALITY

The Supplier shall be obliged to refrain from disclosing to third parties any information and documents that may come to its attention as a result of performance of the contract with the Buyer. This obligation shall apply indefinitely.

### 12. WORKER PROTECTION/ENVIRONMENTAL PROTECTION

The Supplier must ensure a safe and healthy place of work for its employees and its own suppliers. The Supplier must abide by local and national laws and regulations in the area of safety at work and the protection of health and hold the approvals, licences and permits required by the authorities.

The Supplier undertakes to protect the environment and shall carry on its business activity in an environmentally friendly manner. The Supplier shall be responsible for ensuring that its supplies comply with the relevant applicable environmental protection standards. In the event of a breach of such provisions, it shall hold the Buyer harmless in respect of any third party claims.



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**13. CONTRACTUAL LANGUAGE**

The contractual language between the Buyer and the Supplier shall be German or English. All correspondence and other documents shall be drawn up in the German or the English language.

**14. SEVERABILITY**

In the event that any term or terms of these General Terms and Conditions of Purchase proves or prove to be invalid or incomplete, this shall not affect the validity of the remaining terms. The Parties undertake to agree to replace the invalid or incomplete term with a valid or complete provision that comes as close as possible to the economic result of the former.

**15. JURISDICTION, APPLICABLE LAW**

Exclusively Swiss law shall be applicable in any litigation and international law treaties, including in particular the UN Convention on Contracts for the International Sale of Goods, shall not apply. The courts of Sirmach (Canton of Thurgau) shall have jurisdiction, without prejudice to the right of Hawle to take action also before the courts at the registered office of the Supplier.

Sirmach, April 2016