

## PURCHASING CONDITIONS

### 1. Conclusion of contract

The supply contract is deemed to have been concluded once we have issued the order in writing and the supplier has confirmed his acceptance in writing. Failure to provide confirmation shall be regarded as acceptance of the order under the stated conditions. Similarly, all modifications and additions require to be made in writing to be accepted as valid.

### 2. Documents, samples, etc.

Our drawings, delivery, testing and manufacturing documents and other documents, samples and models, dies and tools form part of our order and become binding on the supplier once he accepts the order. They remain our property and without our permission they may be neither copied, reproduced nor made available for the information of third parties. They must be returned to us intact on our initial request or on delivery of the goods, as the case may be, or, where so agreed, stored in a suitable location.

### 3. Prices

The prices on which our order is based are fixed prices. Any modification of prices and conditions in relation to price modifications are only binding where and to the extent that they are expressly acknowledged by ourselves and confirmed by us in writing.

### 4. Delivery deadlines, delivery times allowed

Delivery deadlines and delivery times allowed are understood as relating to the **goods arriving at the specified location**.

Any delivery deadlines and delivery times stipulated and not immediately amended by the supplier are binding and must be adhered to by the supplier.

In the event of failure to adhere to the stipulated delivery deadlines and delivery times, we are entitled, without provision of any supplementary period of grace, to decline to accept belated supplies or to withdraw from the contract. This does not prejudice our claims for damages.

Any freight-charge differentials, e.g. for express delivery / fast freight / courier, etc. arising due to belated dispatch by the supplier shall be charged to the supplier. In the event of supplies being provided prematurely, we reserve the right not to settle the invoice before the date on which it becomes due for payment as set out in the contract. In the case of belated delivery, a penalty of 0.5 % of the value of the goods shall be imposed for each week of the delay. However, this may not accrue to a total of over 5%.

### 5. Delivery, invoicing

Every delivery, including partial deliveries, must be accompanied by a delivery note. We shall reject and return any deliveries without a delivery note. Every delivery must be invoiced immediately on dispatch. A separate invoice must be generated in duplicate for each delivery, with the relevant order number being quoted. Any invoices not containing these details will be rejected and returned.

### 6. Goods checking, payments

We will make payment subsequent to a provisional incoming goods acceptance check carried out at the specified location. As the more thorough checking of the goods in respect of quantity, price and quality will not take place until a later point in time, our payments do not represent any acknowledgement of quantity, price and quality. Accordingly, our valid legal rights and claims in this connection remain in full effect even after the goods have been checked and paid for. The same applies likewise where only a proportion of the goods are paid for.

### 7. Quantities

The quantities stipulated by the order must be adhered to. The standard practices in the trade shall be observed. We are only obliged to accept partial deliveries to the extent that we have expressly requested the same. We reserved the right to make any excess deliveries available to the supplier against compensation for the activities we have had to undertake in this connection, and in the case of incomplete deliveries, to insist on provision of the full number of units ordered.

### 8. Quality

The supplier agrees to provide warranty for absolute compliance with the terms of the contract, for faultless delivery, for the use of sound raw materials and for provision of goods in sound condition. We may make goods to which we object available to the supplier and demand perfectly sound replacements for them.

Taking into account the fact that with the majority of deliveries it is not possible to check the agreed quality immediately, on accepting the order the supplier acknowledges that fault-related complaints may be issued without adhering to any specific period of time for complaint. This applies likewise to concealed faults (compare with Art. 201, 367, 370 OR [Regulatory Law]). We do not recognise any curtailment of the legally prescribed periods for the submission of claims arising out of material warranty.

Claims for cancellation of contract or reduction of purchase price (Art. 205ff, 368 OR) and provision of compensation remain in any case unaffected. We likewise reserve the right to retain payment, in full or in part, until, where we have demanded replacement, the supplier has fulfilled his obligation to deliver replacement goods in perfectly sound condition or until the situation in respect of cancellation of contract, reduction of purchase price and provision of compensation has been resolved with binding effect.

For all parts which are being produced according to Suhner or external drawings, the supplier must apply appropriate statistic testing methods in order to ensure a flawless (delivery) quality of the goods. The testing results are to be made available on our demand.

The right is expressly reserved for our Quality manager (QM) to visit or audit areas of the supplier's premises and operation of relevance for Suhner articles without prior notice.

### 9. Packaging, transportation

Apart from any specific agreements reached to the contrary, invoiced packaging material which is returned carriage paid to its point of dispatch must be refunded in full.

Unless otherwise agreed, transport costs shall be borne by the supplier.

Any losses and damage to goods which can be put down to inadequate packaging or inappropriate transportation shall be charged to the supplier.

### 10. Validity of Purchasing Conditions

Our Purchasing Conditions shall be applicable for all purchasing, blanket order and service contracts concluded with the supplier with no necessity for these conditions to be specifically indicated in connection with each individual legal transaction. In the case of discrepancies between our Purchasing Conditions and the supplier's general terms and conditions of business, our Purchasing Conditions shall be exclusively applicable. Acceptance of the supplier's general terms and conditions of business can only be accepted by ourselves on the basis of our express declaration in writing. Conversely, our Purchasing Conditions are deemed as having been accepted by the supplier where he undertakes actions with the aim of fulfilling our order without any express contradiction of our conditions.

### 11. Applicable law

The law of Switzerland shall be exclusively applicable in respect of this contract. The place of jurisdiction for all disputes arising out of this contract or in connection with it shall be Brugg.