

## General terms and conditions of purchase

1. The general terms and conditions of purchase apply to all purchases made by our company unless otherwise agreed in writing. We accept the general terms and conditions of supply of suppliers only if we have specifically confirmed our acceptance in writing.
2. **Offers (tenders)** made in response to enquiries are free of charge.
3. Our orders are binding only if they are issued in writing by **authorised persons**. The same terms and conditions apply for follow-up orders. Plans, drawings and comments are components of the order if they are noted and identified as such. The supplier must confirm the order without delay. All correspondence (letters, waybills, invoices etc.) must include our purchase order number, system and order number, the date of the order and information on the articles including quantities.
4. The supplier **accepts unrestricted liability** for parts originating from **subsuppliers**.
5. The agreed prices are considered **fixed prices**. The invoiced price must be confirmed for orders without a fixed price. We reserve the right to approve it.
6. **Material** that we **provide** so the supplier can fulfil the order will remain our property after use or processing. It must be identified.
7. The **delivery schedule** must be maintained if we have been notified that the order is ready to ship before expiration of the schedule or in all other cases the agreed delivery is delivered to its destination. We must be informed of **delays in delivery** immediately. We reserve the right to use all legal claims in the event of delays in delivery.
8. **Shipping:** the most economical shipping option must be selected unless otherwise specified. The notification of shipping must be sent to us separately. The **packaging** must provide effective protection against damage during transport. The supplier is liable for shipping damage. If the goods were ordered including delivery to the destination, the supplier is responsible for the **transport insurance**.
9. Every shipment must include a **waybill**, which will include our reference number, and, if the shipment is a device or a machine, an **operating manual** in the language of the destination as required by law. The shipping forms must include the gross weight and net weight.
10. The supplier **guarantees** that the goods have no serious deficiencies and that they comply with the applicable laws and standards (for example, devices and machines conform to the standards and legislation for **safety** and **electromagnetic compatibility**). Raw materials and semifinished products that prove to be faulty during processing must be replaced free of charge regardless of the time between delivery and detection of the deficiency. Finished parts, machines and equipment that are found to be damaged or unserviceable within one year of commissioning as a result of unsuitable or deficient material, poor design or faulty construction must be repaired free of charge by the supplier as quickly as possible, if necessary it must be replaced at the construction site free of shipping charges.
11. The supplier is liable for ensuring that no patents or any other property rights of third parties are violated by the supply and usage of the object of the order. The supplier must ensure that we are authorised to use the object of the order without restriction. Benefits and hazards are transferred to use on acceptance of the delivery, unless otherwise specified.
12. The purchaser is authorised to **cancel the order** if the supplier is delayed by the fault of the supplier, any extension granted has expired without delivery or if the interest in the performance of the supplier has been partially or fully cancelled.
13. All information, drawings etc. provided to the supplier remains our property. They must not be used for other purposes, reproduced or made available to third parties. The supplier is liable for all damages incurred by the purchaser if this obligation is violated.
14. **Invoices** must be sent in duplicate separately from the shipment immediately after shipping. The time of receipt of the complete shipment (including all required documents, operating manuals) defines the time of payment. Unless otherwise agreed, our terms and conditions of payment are applicable: 30 days net.
15. This contract is governed by **Swiss law**. **The place of fulfilment and the court of jurisdiction** for delivery and payment is Kloten. However, we reserve the right to enforce our rights at the place of residence of the supplier.