

General conditions of purchase

1. General information

- 1.1 Only written orders on our order form are valid. Verbal agreements, supplements and amendments must be confirmed by us in writing.
- 1.2 Deviations from our terms and conditions of purchase, including price and exchange rate reservations, are only valid if we have agreed to them in writing. International trade terms shall be interpreted in accordance with Incoterms 2020, unless our Terms and Conditions of Purchase or special agreements provide otherwise. In the event of late delivery of requested material certificates or Q-documents, we reserve the right to extend the agreed payment period accordingly and/or to carry out the corresponding tests ourselves or have them carried out by third parties at the supplier's expense.
- 1.3 Our orders must be confirmed within 5 days. Failure to provide written confirmation shall be deemed acceptance of the order on the terms contained therein.
- 1.4 If an order is placed without a price or with a guide price, we reserve the right to approve the price after receipt of the confirmation or invoice.
- 1.5 The copyright to all documents, such as plans, sketches, calculations etc., which are handed over to the supplier, shall remain with us. The Supplier shall use such documents and all other information exclusively for the purpose of executing our order. Without our prior written consent, he shall not be entitled to manufacture products for third parties on the basis of such documents and information or to copy, reproduce or in any way make such documents and information known to third parties who are not directly commissioned by the supplier to execute the order or parts thereof.
- 1.6 The overall subcontracting of our orders to third parties is not permitted without our prior written consent.
- 1.7 All additional expenses incurred due to non-compliance with our instructions or due to faulty deliveries shall be borne by the supplier.
- 1.8 The goods must be checked for qualitative and quantitative conformity with our order before delivery and the check must be confirmed on the delivery bill.

2. Remuneration

- 2.1 The Supplier shall provide the services at fixed prices.
- 2.2 The remuneration shall cover all services necessary for the proper fulfillment of the contract.
- 2.3 Payment shall be due no later than 60 days after delivery or installation. If partial payments (down payments and payments on account) are agreed, the Customer may demand security from the Supplier. If the Supplier reduces the list prices for its services prior to delivery, the remuneration shall be adjusted accordingly.

3. Confidentiality

The Supplier shall treat as confidential all facts that are neither in the public domain nor generally accessible. In case of doubt, the facts shall be treated confidentially. This confidentiality obligation shall apply prior to the conclusion of the contract and also after termination of the contractual relationship. Statutory duties of disclosure remain reserved.

4. Delivery

- 4.1 We require separate dispatch notes for shipments to different delivery points. If the required accompanying documents are not available for a delivery, the goods shall be stored at the supplier's expense and risk until they arrive. Partial deliveries and advance deliveries may not be made without our express consent. The transfer of benefit and risk shall take place after arrival of the delivery at the place of performance or, if acceptance is required there, after it has been carried out.

- 4.2 Costs arising from non-compliance with the ordering regulations for hazardous goods shall be borne by the supplier.
- 4.3 Unless otherwise agreed in writing, transportation shall be insured by us.
- 4.4 The supplier shall be liable for damage during transportation due to inadequate packaging. We reserve the right to return packaging material and demand a credit note for it. We shall only bear packaging costs not included in the price insofar as these are shown separately in the order.
- 4.5 The supplier shall be in default without further ado in the event of failure to meet the deadlines agreed in the contractual document as justifying default (expiry date transactions), in other cases after a reminder granting a reasonable grace period. If the supplier is in default, it shall owe a contractual penalty. This shall amount to 1% per day of delay, but no more than 10% of the total remuneration. The contractual penalty shall also be owed if the services are accepted without reservation. Payment of the contractual penalty shall not release the supplier from the other contractual obligations; however, the contractual penalty shall be offset against the compensation to be paid.

5 Liability for defects

- 5.1 The Supplier shall be liable for ensuring that its services have the agreed properties, as well as those properties which the Customer could reasonably expect even without a special agreement. In the event of a defect, the Purchaser shall have the option of making a deduction from the remuneration corresponding to the reduced value, withdrawing from the contract or demanding defect-free goods (replacement delivery). The replacement delivery can be made in particular by replacing defective components.
- 5.2 If damage has occurred due to a defect, the supplier shall also be liable for compensation unless it proves that it is not at fault. The supplier shall be liable for any fault.
- 5.3 The warranty period is 24 months. It begins with the delivery at the place of performance or with the possibly agreed acceptance of the deliveries and services or, if the supplier has also taken over the assembly, with its completion. For replaced or overhauled parts, the warranty period shall begin anew and shall last 12 months from replacement, completion of repair or acceptance, but at most until the expiry of a period that is twice the warranty period according to the previous paragraph.
- 5.4 The Supplier shall be liable for other breaches of contract unless it proves that it is not at fault. He shall be liable for any fault.

6 Product liability

The supplier hereby expressly indemnifies us in full against all third-party claims and shall compensate us for all damages suffered at our discretion which may arise from product liability in connection with its deliveries and which are asserted against us. We undertake to inform the supplier of such claims as soon as we become aware of them, but we expressly reserve the right to assert claims against the supplier even after the expiry of any time limits under the relevant product liability laws. The supplier hereby waives the defense of the statute of limitations.

7 Environmental protection

The supplier shall ensure that its goods comply with all environmental protection regulations applicable at the time of delivery.

He shall be liable for any violation of such regulations and shall indemnify and hold us harmless from all claims of third parties, including the authorities.

8 Invoice and payment

We require separate invoices for orders from different points of purchase. Unless otherwise agreed, payment shall be made 30 days after receipt of invoice less 2% discount.

9 Place of performance, place of jurisdiction and applicable law

9.1 The place of performance for the delivery is the place of destination, for payment the registered office of Kellenberger Switzerland AG, CH-Goldach (Switzerland).

The place of jurisdiction for the Supplier and the Customer is Goldach (Switzerland). However, the customer is entitled to take legal action against the supplier at the latter's registered office. The legal relationship shall be governed by substantive Swiss law; the application of the provisions of the UN Convention of 11.4.1980 (Vienna Sales Convention) shall be excluded.

9.2 Both parties shall endeavor to resolve differences amicably.