

1. Exclusive validity

- 1.1. All our purchases are governed by these general terms and conditions of purchase, unless otherwise expressly specified in writing.
- 1.2. General terms and conditions of delivery submitted by Supplier shall be deemed objected to by us unless expressly accepted by us in writing.

2. Requests - offers

Offers submitted to us are free of charges even if they are made at our request. Offers remain binding during 90 days, unless otherwise provided in our request for offer or in the Supplier's offer.

3. Form of orders

- 3.1. Our purchase orders are only binding if placed or confirmed by us in writing on our form. The same applies to all supplements. Drafts, designs, comments, specifications etc. are integral parts of our orders, provided they are expressly referred to therein as such, and dated and signed by us.
- 3.2. Supplier shall promptly acknowledge our order.

4. Subcontract

- 4.1. Supplier's liability for any parts he obtains from other suppliers shall be unrestricted.
- 4.2. Supplier shall not have third parties manufacture units or components ordered from Supplier, which are usually manufactured in its plant, unless authorized by us in advance. Supplier shall inform us in advance in case of third party involvement.

5. Prices and value-added tax

- 5.1. The agreed prices are firm and including VAT. The VAT shall be clearly stated. Moreover, the provisions of the Decree on VAT are applicable.
- 5.2. Whenever orders without firm quotations are made, supporting evidence shall be given for the invoiced price. We reserve the right of approval.

6. Material delivered

Any material provided by us in order to enable Supplier to fill our order, even if the material is worked or processed, remains our property. The material shall be marked and separately stored until being processed. Processing waste shall be returned to us on request.

7. Delivery terms and effects of delay

- 7.1. The delivery term is met
 - a) in case of delivery ex works: if, by the expiration of the term, the goods ordered are ready for shipment of which we must have been informed;
 - b) in all other cases: if the agreed delivery arrives at its destination by the expiration of the delivery term.
 - c) In the event of a foreseeable delay concerning the whole or part of delivery, Supplier shall immediately notify us thereof, indicating the reasons and the probable length of the delay.
- 7.2. In the event of Supplier exceeding the agreed delivery term, we reserve the right to take legal action no matter whether or not Supplier has notified us of the delay or a penalty has been agreed.
- 7.3. Supplier may not appeal to the absence of necessary documents, additional objects or components to be furnished by us, unless it has asked for them in time, or, in case of agreed deadlines, it has immediately sent a written reminder.

8. Packing, documents, transportation, insurance and risks, general remarks

- 8.1. Unless other shipping instructions have been given by us, deliveries shall be made FOB destination.
- 8.2. Packing shall be made suitable to provide effective protection of the goods against damages and corrosion during transport and following storage. Supplier is liable for damages arising out of unsuitable packing.
- 8.3. Supplier shall be responsible for all costs and damages resulting from the non-observance of our instructions for transport, customs duties and the like.
- 8.4. Charges for the transport insurance shall be borne by Supplier.
- 8.5. If unpacking requires special care, Supplier shall give appropriate instructions in advance.
- 8.6. We reserve the right to return the packaging against credit of the amount charged to us. In such cases, we will bear the cost of the return.

Documents

- 8.7. Supplier shall attach to each shipment a specified delivery note (shipping advice) indicating our details of reference.
The invoice shall be sent to us in duplicate by separate mail.
- 8.8. All documents (letters, delivery notes, invoices etc.) shall contain our order number of purchase, the number of installation and contract, the date of order, indications as to the article with details of quantity. The shipping papers shall, in addition, contain details of gross and net weight. The shipping note shall indicate our point of destination or the delivery address.

Transfer of risk and benefit

- 8.9. Unless otherwise specified, risk and benefit will be transferred on us at the time of acceptance of delivery (section 10.1).
In case a delivery is not duly accompanied by the requested shipping documents, the goods will be stored at Supplier's risk and expense pending arrival of the documents.

9. Return of products

We are entitled to return unused and intact goods and to ask for an equivalent refund (credit note).

10. Acceptance and warranty

- 10.1. Delivery will be examined as soon as usual business will allow. If delivery is in accordance with the terms of our order, it will be accepted. Acceptance, however, does not mean approval; we reserve the right to notify Supplier of defects at any time.
- 10.2. Supplier warrants that the supplied goods will be free from defects that could affect their value or their fitness for the desired use, that they have the promised qualities and comply with all prescribed performances and specifications and the relevant laws, provisions and other regulations.
- 10.3. In the event, during the warranty period, delivery is not complying, in whole or in part, with the warranty referred to in section 10.2 above, then Supplier must, at its own cost and expense, provide for prompt repair, on the spot, of the defective goods or, at our option, replace them by material free from defects.

- 10.4. If the repair of defects is delayed by Supplier or if there is a matter of urgency, we are authorized to remedy such defects ourselves or to have somebody remedy them, at Suppliers risk and expense.
- 10.5. Once defects have been discovered, Supplier will be notified thereof in writing. Supplier waives the right to argue that notification is late.
- 10.6. In case defects are discovered during processing or use of material, Supplier shall promptly replace the material at his own cost, at any time after delivery.
- 10.7. Unless otherwise provided, the warranty period is 2 years from the date of acceptance of delivery by the client (our customer).
- 10.8. If delivery and performance of Supplier are intended for a structure (as provided in section 371 of the Swiss Code of Obligations) to be built by us, the warranty period is 5 years.
- 10.9. The warranty period is prolonged by the time for which an installation is out of order due to repairs.
- 10.10. Disagreements concerning quality standards shall be settled according to the test results and the investigations made by the Federal Laboratory for Material Tests. The costs of these tests shall be borne by the party who is in the wrong.
- 10.11. In case of replacement, the goods originally delivered remain at our free disposal until replacement delivery is operational.
- 10.12. Replacement delivery and all repairs shall be subject to the same warranty as the object of delivery itself, and warranty periods for repaired or replaced parts shall start running from the new acceptance by the client.
- 10.13. We reserve the right to take legal action for warranty claims, as provided by law.

11. Disposal of waste

- 11.1. Unless otherwise provided, Supplier undertakes to dispose of the packaging material at his own cost.
- 11.2. Supplier agrees to take back used products or products to be replaced and to dispose of them with regard of the environment. The cost of such disposal shall be agreed upon in advance.

12. Product liability

- 12.1. In the event of a claim being entered against us under product liability rules, which arises out of goods supplied by Supplier, Supplier assumes all possible liabilities for damages and agrees to indemnify us completely and without any restrictions.
- 12.2. Supplier declares to be insured against claims for damages made under product liability rules and is ready to hand over correspondent proof from the insurance company, at our first request.

13. Safety regulations

Supplier confirms that machines, devices etc. supplied by him are in compliance with the requirements of all relevant rules and safety regulations, and especially with the provisions of the EU-General Directives on Machines 98/37/EG and the Swiss Federal Law on Security of Technical Installations and Devices of 1976, as amended in 1996, and the corresponding Implementing Ordinances. Supplier shall hand over compliance declarations with respect to his delivery, at our first request.

14. Infringement of patents

Supplier warrants that delivery of the goods ordered, or their use, do not infringe any patent rights or protective rights of third parties. It must enable us to make unrestricted use of all supplied goods, at any time. Exception is made for our own constructions.

15. Works in our plant

Works operated in our plants or on building and assembly plants are subject, in addition to the present Terms and Conditions of Purchase, to our safety instructions and prescriptions for third-party companies.

16. Designs, test certificates and operation rules

- 16.1. Our approval of implementation designs will not dispense Supplier from responsibility for the delivery. Final implementation projects, test certificates, rules of maintenance and operation and parts lists to ensure the regular maintenance of the goods supplied shall be handed over to us in the requested number and language together with delivery, at the latest.
- 16.2. Designs, tools, models and the like made available by us to Supplier remain our property and shall be returned to us after the filling of the order. They must be properly stored and insured against any kind of damages.

17. Confidentiality

- 17.1. Any information, design etc. we leave to Supplier in order to enable it to finish the offer or to manufacture the ordered goods shall not be used for other purposes or duplicated or disclosed to others. We are the owner of the copyright, if there are any such rights involved. All documents and all copies or duplicates thereof shall be immediately returned to us at first request. In case delivery fails to take place, Supplier shall return the documents without invitation.
- 17.2. Supplier shall take care that the order and the works and deliveries connected with the order will be treated confidentially and that they will not be disclosed to any third party.

18. Payment terms

- 18.1. Unless otherwise provided, payment will be made within 30 days of receipt of delivery, of the documents to be joined and of the invoice; however, at the earliest within 30 days of the agreed delivery term or the agreed accomplishment of assembly.
- 18.2. We reserve the right to set off our claims against Supplier's claims. Supplier may only transfer claims against us to third parties with our consent. Such consent will not be unreasonably withheld.
- 18.3. We do not cash in C.O.D.s or bills of exchange.
- 18.4. In the event of advance payments, Supplier shall procure an appropriate guarantee, issued by a bank or an insurance company in the form of a joint surety.

19. Place of performance, applicable law and jurisdiction

- 19.1. The place of performance for delivery is the agreed destination. The place of performance for payment is our place of business.
- 19.2. The legal relationship is subject to Swiss Law.
- 19.3. The ordinary courts of Frauenfeld shall have jurisdiction in any litigation arising from the contract between Supplier and us; however, we also reserve the right to start legal action at Supplier's domicile.

20. Final Clauses

- 20.1. Any modifications to the contract are only valid if agreed upon in writing. Should any clause herein prove to be null and void, this shall not affect the validity of the other clauses. The parties undertake to replace invalid provisions by new ones, which serve best the economic objective of the contract.