GENERAL PURCHASING CONDITIONS

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1. Scope

1.1 The purchasing conditions of the Client shall apply exclusively. Deviating conditions of the Contractor are not accepted by the Client unless the Client has expressly accepted these and in writing.

1.2 The purchasing conditions shall also apply exclusively if the Client accepts or pays for the deliveries/services in the knowledge of contradicting or deviating conditions of the Contractor.

1.3 Rights to which the Client is entitled to beyond these purchasing conditions by legal regulations, remain unaffected.

2. Orders and Order Confirmation

2.1 Orders are only binding if issued in writing by the Client. Oral agreements require written confirmation by the Client to be effective.

2.2 Documents used by the Contractor in business transactions with the Client must at least contain: order number, supplier number, ordering facility, receiving point, complete description of article, quantities and quantity units as well as the VAT ID No. (for imports from the EU).

2.3 Every order as well as every serial call-off is to be confirmed to the Client immediately in writing quoting the specific delivery time. The Client shall only accept the return of a legally signed copy of his order as order confirmation. If the order confirmation is not received by the Client within 14 days, the Client retains the right to withdraw from the order.

3. Prices and Conditions of Payment

3.1 The prices are fixed prices. They include everything the Contractor requires to meet his delivery/service duties.

3.2 Payment is according to agreement. A delivery/service provided before the agreed date does not affect the fixed period of payment attached to this date.

3.3 A necessary precondition for payment is an invoice which meets all legal and formal criteria of Swiss Law.

4. Delivery and Packaging

4.1 Partial deliveries are not permitted unless expressly accepted by the Client. Partial deliveries/services are to be identified as such. Unless agreed otherwise, all additional costs caused by partial deliveries are to be borne by the Contractor.

4.2 The ordered quantities are binding. In case of excess delivery/service, the Client is entitled to return these at the expense of the Contractor.

4.3 In as far as the Contractor and Client have agreed on the validity of international trade clauses „Incoterms 2010" prepared by the International Chamber of Commerce (ICC) for the contract, then these shall be relevant. They shall only apply insofar as they do not contradict the stipulations of these General Terms & Conditions or other agreements made. Unless agreed otherwise in writing, the delivery/service is to be performed delivered/executed and duty paid (DDP „delivered duty paid" according to Incoterms 2010) to the location for delivery/service or use specified in the order. If delivery ex works is agreed, the delivery/service is to be shipped at the respective lowest costs unless a specific method of shipment has been stipulated expressly by the Client.

4.4 Additional costs for faster shipment to comply with keeping the delivery/service deadline are to be borne by the Contractor under all circumstances.

4.5 In as far as the Contractor is entitled to a return of the packaging necessary for the delivery/service, the delivery/service papers are to be marked clearly in this respect. If these markings are missing, the Client shall dispose of the packaging at the cost of the Contractor; in this case the entitlement of the Contractor for a return of the packaging becomes void.

4.6 The storage of items required to perform the delivery/service on the premises of the Client may only be made in the assigned storage areas. The Contractor shall be fully responsible and bear the risk for these items up to the transfer of risk for the entire order consignment.

4.7 The charging of deposits for the packaging will not be accepted by the Client.

4.8 If weighing is required, then the weight determined on the calibrated scales of the Client shall be relevant.

5. Scope of Delivery/Service

5.1 The delivery/service deadline in the order of the Client is binding.

5.2 The Contractor is obliged to inform the Client immediately in writing, giving reasons and the expected period of delay, if circumstances occur or appear likely, which indicate that the stipulated delivery/service deadline cannot be complied with.

5.3 If delivery is delayed, the Client is entitled to withdraw from the contract. The acceptance of delayed delivery by the Client does not represent a waiver of damages.

5.4 Provided drawings, tools, materials, individual components and similar remain the property of the Client and may not be used for third parties. Surplus individual components and materials as well as all provided drawings and tools are to be returned immediately to the Client after completion of the order unless expressly agreed otherwise.

5.5 In case of deviations from the agreed scope of delivery/service, the Contractor is only entitled to additional demands or changes in dates if a corresponding supplementary agreement has been reached with the Client prior to execution.

6. Force Majeure

Events due to force majeure, strikes, mobilisation, war, fire and other non-foreseeable circumstances as well as business interruptions at the Client's which lead to a stop or restriction of production, shall release the Client from his acceptance obligations for their period and scope of effects, in as far as he cannot prevent these or if their prevention is not possible with reasonable means. Claims by the Contractor for considerations in return or damages are excluded.

7. Quality

The Contractor is to establish and maintain a documented quality assurance system which corresponds to state-of-the-art technology in terms of type and scope. The Contractor is to prepare records, in particular with regard to his quality testing, and to provide these to the Client upon request. Hereby the Contractor agrees to quality audits by the Client or an appointed representative to assess the effectiveness of his quality assurance system.

8. Claims from Liability for Defects

8.1 The Contractor is responsible for ensuring that his delivery/service fulfills the agreed quality and intended purpose for use. If the Client incurs costs such as, for example, transport, travel, work, material costs or contractual penalties due to faulty delivery/service, then the Contractor shall be liable to bear these costs.

8.2 The statute of limitations for warranty claims begins with the complete delivery/service of the scope of delivery/service or, if acceptance has been agreed, with acceptance.

8.3 The statute of limitations for warranty claims is 36 months; longer legal statutes of limitations remain unaffected. The statute of limitations begins again for newly supplied/performed or reworked parts in as far as the liable party has not expressly remedied the faults for reasons of goodwill. Complaints about faults are to be lodged immediately by the Client. The complaint is deemed to be timely if it is received by the Contractor within a deadline of seven working days after receipt of the goods or, in the case of hidden faults, upon discovery. For faults reported within the statute of limitations, the deadline ends six months after lodging the complaint at the earliest. The Contractor waives the objection for a delayed fault notice (§§ 377, 381, Sec. 2 HGB [German Commercial Code]) for other than apparent faults.

8.4 All faults reported within the statute of limitations are to be rectified immediately by the Contractor such, that the Client does not incur any costs. The costs for the rectification of faults or replacement deliveries/services including all incidental costs (e.g. shipping) are to be borne by the Contractor. Should the Contractor be culpable of not starting immediately with the rectification of the faults or be culpable of not performing the delivery/service according to the contract, then the Client is entitled to take the required actions himself or have them performed by third parties at the costs and risks of the Contractor. In an urgent case where it is not possible to inform the Contractor of the fault and the imminent damage and give him a deadline for own rectification due to the urgency of the matter, the Client is entitled to rectify/have the faults rectified or obtain replacements at the costs of the Contractor. The legal rights for cancellation, reduction or compensation remain unaffected.

8.5 In case of defects of title the Contractor shall release the Client from any existing claims of third parties.

9. Prohibition of Advertising/Confidentiality

9.1 The use of enquiries, orders and the related exchange of correspondence of the Client for promotional purposes requires the express and written consent of the Client.

9.2 The Contractor shall not disclose any information to third parties relating to all company procedures, facilities, equipment, documents etc. between the Client and his customers which become known in conjunction with his activities for the Client, even after submitting the respective offers or completion of the contract. He shall impose the corresponding obligations on his vicarious agents and auxiliary persons.

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10. Place of Performance, Place of Jurisdiction

10.1 The place of performance for all deliveries/services is the receiving point given by the Client.

10.2 The place of jurisdiction is the head office of the Client or, at the Client's option, the general place of jurisdiction of the Client.

11. Applicable Law

All legal relationships between the Client and the Contractor are subject to the material law of the Swiss Confederation under exclusion of the agreement of the United Nations dated 11 April 1980 on contracts for the international sale of goods (CISG) in its respective applicable version.

12. Partial Ineffectiveness

If individual provisions of these conditions should be wholly or partly ineffective, the remaining provisions remain fully effective. The same applies to the respective contract.

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