

# General Terms and Conditions of Purchase of Dr. Sigrist AG, CH-6373 Ennetbürgen/Switzerland Status 01.01.2011

## 1 General

- 1.1 These General Terms and Conditions of Purchase apply to all purchases made by Dr Sigrist AG (hereinafter the "Client"), save where specifically stipulated otherwise in writing.
- 1.2 Any terms and conditions of sale and delivery of the supplier are valid only if they are specifically accepted in writing by the client. This applies in particular to other conditions contained in the offers and order conditions of the supplier, even if these are not contested by the client.

## 2 Orders and conclusion of a contract

- 2.1 Orders are valid only if they are placed in writing (by fax). Orders, agreements, additions and amendments made verbally and by telephone require written confirmation by the client to be binding.
- 2.2 The contract is concluded as soon as the client has received written confirmation by the supplier of acceptance of the order without change. If no confirmation from the supplier is received by the client within 10 days of the order date, he is no longer bound by his order. Variations and additions of the supplier contained in the written confirmation are valid only if the client consents to them in writing.
- 2.3 The sub-placing of orders with third parties is not permitted without the consent of the client.
- 2.4 The supplier is likewise prohibited from approaching customers of the client with a view to making direct deliveries to them (i.e. bypassing the client).

## 3 Instructions for consignment/transfer of risks

- 3.1 Any instructions for consignment and insurance given by the client must be respected. Save where otherwise stipulated in the order, the place of delivery is the registered office of the client at 6373 Ennetbürgen, Switzerland.
- 3.2 The supplier is responsible for unloading the means of transport (train, truck, private car etc.) at the place of delivery. He must therefore adapt the means of transport to the circumstances prevailing at the place of delivery (height of the unloading ramp, access routes etc.).
- 3.3 Every delivery must be accompanied by a detailed delivery note. In cases where the delivery note cannot be enclosed with the products, it must be forwarded by the client by post. Confirmation of receipt will only be issued against a detailed delivery note.
- 3.4 Use and risk are not transferred to the client until the products are handed over at the place of delivery.

## 4 Delivery date / late delivery

- 4.1 The supplier must effect delivery at the agreed time. The delivery lead-time is deemed to have been respected if the agreed delivery reaches its destination before that time limit. Early deliveries will be accepted only if the client has given his prior written consent. In that case the client deducts the costs incurred by him by reason of early delivery (such as storage costs) from the purchase price.

If the supplier has reason to assume that delivery cannot be made on time, either in whole or in part, he must notify that fact to the client without delay, stating the reasons and the likely length of the delay. The supplier undertakes to make all reasonable endeavours at his own expense to prevent or remedy delivery delays or procure replacements. The supplier can only claim the absence of necessary documents or further objects or component parts which are to be supplied by the client if he requests them in good time or if he has issued a warning without delay in cases where dates had been agreed.

- 4.2 The supplier notes the fact that compliance with the agreed delivery date is of central importance. Regardless of the matter of liability or evidence of prejudice, the supplier undertakes to pay 2% of the purchase price, subject to a maximum of 10%, as a contractual penalty for each week or part thereof of delayed delivery. Shortages of raw materials and delays on the part of suppliers and subcontractors are not treated as acts of God (force majeure). The right to claim further damage in compliance with the statutory provisions is specifically reserved.

- 4.3 If the delay has occurred or if it is already apparent at an early stage that the delivery date cannot be respected, the client reserves the right to withdraw at any time from the purchase contract and to seek replacement delivery from a third party. In that case, the supplier must refund to the client all payments which have already been made, together with interest on arrears at the rate of 5%. The enforcement of further claims for damage pursuant to statutory provisions is specifically reserved.

- 4.4 The client likewise reserves the right to withdraw from the contract and require the reimbursement of instalment payments already made at any time against payment of costs already incurred without stating reasons. Further claims of the supplier for compensation are excluded to the extent that this is permitted by law.

## 5 Billing / Terms of payment

In cases where billing is not effected regularly, a separate invoice must be issued in duplicate for each delivery. Each delivery must be invoiced as soon as it is despatched. Save where otherwise agreed in writing, payments of the client are made 30 days after receipt of the invoice, assuming that delivery is made in compliance with the contractual terms. Consignments for payment on delivery are not accepted. Changes to the place of payment must be notified to the client in good time by registered letter.

## 6 Prices

- 6.1 Save where otherwise stated in the order, all agreed prices are fixed prices and remain binding until the expiry of the contract; the costs of packaging, transport and transport insurance (for normal risks) are charged to the supplier. All further secondary costs, such as customs duties, value added tax, other fees and charges are included in the price and must be stated separately in the invoices.
- 6.2 If the price was not definitively and clearly agreed, the supplier must notify it to the client at the earliest opportunity, but not more than 10 days after the order was placed. In that case the client reserves the right to cancel the order up to 10 days after the price was announced with no cost consequences. If the cost is not explicitly stated by the supplier or is indicated belatedly, the assumption will be that it is determined by the

current market prices which are habitual in the branch.

## 7 Safety standards/Quality specifications

- 7.1 The supplier guarantees that the products respect the latest state of the art and satisfy any protection or safety standards required by law or habitual in the branch.
- 7.2 The supplier already takes account at the product development stage of economical and environmentally-correct disposal of his products and makes sure that his products meet all the environmental protection provisions applicable at the time when the delivery is made and can be disposed of in an economical or environmentally-friendly manner.

## 8 Products of work

- 8.1 All copyright and protected property rights in the written and/or graphic outcomes of work ordered by the client for subsequent payment, including those stored electronically (such as drawings, calculations, models) are transferred to the client when payment is made.
- 8.2 Documents and information which the client has made available to the supplier must be treated by him in confidence and may only be used for the purposes of this order. In particular, the supplier is responsible for ensuring that documents are neither copied nor disclosed to third parties. After use or after execution of the present order, the documents must be returned to the client without any special request to do so.

## 9 Provision of materials

Materials which the client makes available for the performance of an order remain his property, even after they have been worked or processed. They must be identified and stored separately until working or processing takes place. Unused material, residual material, processing waste etc. are to be returned to the client upon request or deducted from the purchase price at the current market prices.

## 10 Acceptance, guarantee and liability

- 10.1 The supplier guarantees that the delivered object
- is free from any defects which might impair its value or suitability for the intended use
  - satisfies the assured characteristics;
  - meets the prescribed performance and specifications ;
  - is compliant with the relevant laws, prescriptions and any other provisions.
- 10.2 Complaints about any defects are subject to no time limit within the framework of the guarantee period stipulated in Section 10.3. Complaints about defects will be made as soon as they are established. The supplier waives any right to object on the grounds of late complaint.
- 10.3 The warranty period is 3 years calculating from the date of acceptance. It is extended by the period for which the delivered object cannot be used because of the need for repair. If repair work or replacement deliveries are needed, the warranty period begins to run again from the time at which the repaired or replaced parts are brought into service. If it transpires during the warranty period that the delivery or parts thereof fail to comply with the contractual requirements, the supplier is obliged, at the client's choice, either to remedy the defects at his own expense without delay at the place where the object is situated or to arrange for such

repair to be performed or to make a replacement delivery to the client free of charge and free from defects.

If the supplier is late in remedying defects, or if an urgent case arises, the client is authorised to himself repair the defects or arrange for them to be repaired at the cost and risk of the supplier.

- 10.4 Where differences of opinion exist in respect of the assessment of the defect, the outcome of verification or examinations made by a test agency acknowledged by both parties shall decide. The party who is in the wrong will be required to pay the costs of such an examination.
- 10.5 Statutory warranty claims are reserved.
- 10.6 Within the framework of the statutory provisions, the supplier is liable for all damage caused to the client or to third parties by the delivery or by the personnel of the supplier.

## 11 Compensation / Redress

- 11.1 If a case of warranty because of a defect occurs, or if the supplier has otherwise failed to perform the contract or not done so correctly, the supplier must make good all damage suffered by the client as a result, including the cost of a potential recall and the resulting repair costs unless the supplier can prove that he was not at fault in any way.
- 11.2 Should claims for compensation be enforced against the client by a third party because of products delivered by the supplier (e.g. because of unauthorised action or product liability), the supplier must immediately make good all of the costs incurred by the client, regardless of any fault on his part. The client undertakes to inform the supplier of any claim made by a third party and to give the supplier an opportunity to assist the client in his defence against

any such claim. Notification of the third party claim shall be deemed to constitute a complaint and shall be valid if it is made within ten years of the date of delivery of the product to the client.

- 11.3 The claim for compensation of the client against the supplier shall be time-barred within one year of compensation to the third party or within ten years of delivery of the product to the client.

## 12 Place of jurisdiction and applicable law

- 12.1 The place of jurisdiction is the registered office of the client, at present 6373 Ennetbürgen, Switzerland. However, the client reserves the right to take legal proceedings against the supplier at his own discretion at the place where the supplier has his registered office.
- 12.2 This order or the ensuing contract shall be governed by substantive Swiss law (to the exclusion of Vienna Purchasing Law).