

General Purchasing Terms and Conditions of Reishauer AG, Wallisellen

1. General

1.1 These General Purchasing Terms and Conditions apply to all orders placed by us unless otherwise regulated in writing by agreement. We will only acknowledge the supplier's specific conditions that conflict with our General Purchasing Terms and Conditions if we have given our consent in writing.

1.2 Any supplier not in agreement with these General Purchasing Terms and Conditions must state this by letter or fax within five days of the order being dispatched.

2. Quotation and technical inquiries

2.1 The inquiry is a request that the supplier provide a free, financial quotation. The quotation must adhere strictly to the inquiry and, in the event of deviations, refer expressly to these.

2.2 The orderer rejects any responsibility for errors that might arise due to a non-written agreement. In all cases the supplier shall bear the costs of incorrect execution.

2.3 The quotation must be effected on the basis of the orderer's General Purchasing Terms and Conditions. Any order is placed solely on the basis of our own General Purchasing Terms and Conditions, to the exclusion of the supplier's General Terms and Conditions of Sale.

3. Order

3.1 Orders must be placed in writing in order to be valid. Verbal and telephone orders, agreements, supplements and amendments must be confirmed in writing in order to take binding effect.

3.2 The orderer must be sent an order confirmation within 14 days of receipt of the order. Omission of an order confirmation will also be deemed to be acceptance of the order on the terms stated therein.

4. Prices

4.1 Unless otherwise agreed the per unit prices shall be deemed to be fixed prices. They shall include all incidental costs, such as packaging, insurance, delivery costs, import duties and taxes, i.e. free house (DDP place of destinations according to Incoterms 2020).

4.2 Payment terms:
4.2.1 Standard case: Payable 30 days net at the end of the following month.

4.2.2 Special case: by agreement

5. Delivery date and consequences of delay

5.1 The delivery shall be due on the agreed delivery date, which is deemed to be a fixed date, at the place of destination. If the supplier is not able to adhere to the prescribed delivery deadline, it must notify the orderer of this immediately after receipt of the order. If the supplier omits this immediate notification, the delivery date (fixed date) shall be bindingly valid.

6. Carriage, risk, insurance and packaging

6.1 Transportation methods and routes are to be agreed at the orderer's request. Transfer of risk will take place after delivery to the place of destination.

6.2 In the absence of instructions to the contrary, consignments must be sent direct without the intervention of a freight forwarder. Additional expenditure due to part deliveries or freight supplements (express) as a result of delayed deliveries will be assumed by the orderer only if the orderer caused the delay. Part deliveries are permitted only by express agreement with the orderer.

6.3 The supplier shall bear full responsibility for expert packaging. All parts or equipment to be supplied must be adequately protected against any kind of external influence (such as mechanical

damage, corrosion, moisture, electromagnetic damage, etc.). The supplier must draw attention to the need for particular care when removing auxiliary structures, when unpacking and so on.

6.4 A delivery note which indicates the respective contents must be enclosed with each consignment. Any drawings and documents must be sent back to us with the delivery. Containers or packaging systems provided by the orderer must be returned immediately after use.

6.5 Any additional expenditure incurred as a result of failure to follow instructions or incorrect deliveries shall be borne by the supplier.

7. Disposal

7.1 Should the products supplied contain substances harmful to the environment according to the legal provisions prevailing at the place of destination, the supplier guarantees the orderer the right of return.

7.2 Packaging, containers and similar are to be taken back by the supplier, on request, for disposal.

8. Guarantee

8.1 The supplier guarantees, as a specialist, that the object of the contract does not exhibit any defects that prejudice its value or suitability, that it has the warranted properties, and corresponds to the prescribed performance and specifications. The object of the contract must comply with the public regulations at the place of destination (e.g. SEV, SUVA, etc.). The orderer must be supplied with test reports free of charge. Unless otherwise agreed, the incoming goods will not be checked, whereby all inspection obligations and goods outward controls fall to the supplier.

8.2 The guarantee period lasts 12(twelve) months from successful commissioning, installation or use, but no longer than 24(twenty-four) months from delivery to the place of destination.

8.3 If it becomes apparent during the guarantee period that the delivery or parts thereof do not fulfill the guarantees according to clause 8.1, the supplier shall be obliged to rectify the defect at its expense. If complete repair cannot be expected within a period convenient to the orderer, the supplier must supply a non-defective replacement. If the supplier is incapable of rectifying the defect immediately, the orderer shall be entitled to rectify the defects itself at the supplier's expense, or to cause them to be rectified by a third party, without resulting prejudice to the guarantee period or performance.

8.4 A 12-month guarantee as stated under clause 8.2 must be assured for replacements and repairs.

8.5 The supplier shall undertake to comply with our information security policy for its employees, agents and subcontractors and for its own services.

9. Product liability

9.1 The supplier shall release the orderer from product liability claims and consequential damages. This shall also apply in the event of recall campaigns and similar measures, without limitation as to time. The supplier shall be fully liable for any damage caused to the orderer's end customer by its products, even if its deliveries are built into the orderer's products.

9.2 The supplier shall draw the orderer's attention to any defects to the object of the contract occurring subsequently, in order to avoid any identifiable possibility of damage, even after the object of the contract has been circulated on the market. Product liability law at the place of destination shall otherwise apply.

10. Confidentiality

10.1 Any information, drawings, documents, etc. that the orderer surrenders to the supplier for manufacture of the object must not be used for other purposes, reproduced or made accessible to third parties. The orderer shall be due any intellectual property rights. The supplier must treat the order and the associated work or deliveries as confidential.

10.2 At the orderer's request, any documents, plus all copies or reproductions must be voluntarily returned by the supplier to the orderer, including in the event of non-delivery.

10.3 The supplier must impose these obligations on its employees, agents and subcontractors too and shall bear responsibility for their compliance.

10.4 The supplier undertakes to comply with the Code of Conduct.

11. Place of performance

11.1 The place of performance for the supplier and the orderer shall be Wallisellen.

12. Jurisdiction and applicable law

12.1 The place of jurisdiction for the supplier and the orderer shall be Wallisellen, these provisions are subject to Swiss law.