

General Purchasing Terms and Conditions of Reishauer AG, Wallisellen

1. General

1.1 These General Purchasing Terms and Conditions apply to all our orders, unless some other agreement has been reached in writing. We only recognise any special conditions of suppliers which conflict with our own General Purchasing Terms and Conditions if we have expressed our agreement with them in writing.

1.2 Suppliers not in agreement with these General Purchasing Terms and Conditions must state this within five days from the date of despatch of an order, either by letter or fax.

2. Offer and technical enquiries

2.1 An enquiry invites a supplier to provide a commercial offer free of charge. In the offer, suppliers must keep strictly to the enquiry and make a clear reference to any discrepancies from the enquiry.

2.2 The orderer disclaims any responsibility for errors that may arise from the lack of a written agreement. In all cases of incorrect execution, the supplier will bear the consequential costs.

2.3 Offers must be made on the basis of our General Purchasing Terms and Conditions. Any order made will be exclusively on the basis of our General Purchasing Terms and Conditions to the exclusion of the supplier's general terms and conditions of sale.

3. Order

3.1 Orders will only be valid if made in writing. Verbal and telephone orders, additions and amendments will not be valid unless confirmed in writing.

3.2 Suppliers must send the orderer confirmation of receipt of an order within 14 days of receipt. Failure to send an order confirmation will also be regarded as acceptance of the order under the conditions specified in it.

4. Prices

4.1 Unless something different is agreed, the prices set down per unit will be regarded as fixed prices. They include all incidental costs, such as, for example, packaging, insurance, delivery costs, import customs dues and taxes, i.e. franco domicile (DDP destination pursuant to Incoterms 2000). 4.2 Payment conditions:

4.2.1 Normal case: Payable 30 days net at the end of the following month.

4.2.2 Special case: according to agreement

5. Delivery date and consequences of delay

5.1 Delivery is due on the agreed delivery date, which is regarded as a fixed deadline, at the destination. If a supplier is not able to keep to a required delivery date, they must inform the orderer of this immediately on receipt of the order. Of a supplier fails to make this prompt notification, the delivery date (fixed deadline) will be binding.

6. Transport, assumption of risk, insurance and packaging

6.1 Upon request by the orderer, transport types and routes must be by agreement. Transfer of risk takes place after delivery at the destination.

6.2 If there are no instructions to the contrary, shipments should be forwarded by the supplier, without any involvement of a shipping company. Additional expenses because of part shipments or extra freight charges (express, urgent goods) because of shipping delays will only be accepted by the orderer if the orderer has caused them. Part shipments are not permissible unless there has been an explicit agreement with the orderer.

6.3 Suppliers are fully responsible for the appropriate packaging of the shipment. All parts or devices to be supplied should be adequately protected against any type of external influences (e.g. mechanical damage, corrosion, damp, electromagnetic damage etc.). Suppliers should point out the need for particular care when removing auxiliary structures, when unpacking and the like.

6.4 A delivery note, giving details of the contents, should be attached to each shipment. Any drawings and documents must be returned to us with the shipment. Any containers or packaging systems provided by the orderer should be returned after use.

6.5 Suppliers will bear the cost of any additional expenses incurred through failure to follow instructions or through faulty deliveries.

7. Disposal

7.1 If the products contain substances harmful to the environment as defined by the statutory regulations in force at the destination, suppliers will guarantee the orderer's right to return such products.

7.2 Packaging, containers and similar must be taken back for disposal at no cost if suppliers request this.

8. Warranty

8.1 As specialists, suppliers warrant that the contractual item will not have any defects detracting from its value or its fitness for the intended use. They furthermore warrant that it has the assured characteristics and corresponds to the prescribed performance and specifications. The contractual item must correspond to the public regulations at the destination (e.g. Swiss Transport Workers Union (SEV), Swiss National Accident Insurance Fund (SUVA), ...). Test protocols must be supplied with the goods to the orderer at no cost. Unless something to the contrary has been agreed, the incoming goods will not be checked, which means that suppliers have full responsibility for all checking duties and outgoing goods controls.

8.2 The warranty period lasts 12 (twelve) months from successful commissioning, installation or use, though not longer than 24 (twenty-four) months from delivery at the destination.

8.3 If it emerges during the warranty period that the delivery or parts of it do not satisfy the warranties pursuant to point 8.1, suppliers shall eliminate the defects at their own expense. If complete repair within a reasonable period set by the orderer is not anticipated, the supplier must supply a defect-free replacement. If a supplier is unable to effect immediate defect elimination, the orderer will be entitled, at the expense of the supplier, to eliminate the defects themselves or have them eliminated by third parties without this impacting adversely on the warranty period or performance.

8.4 A twelve-month warranty period should be given for replacement deliveries and subsequent improvements, as in point 8.2.

8.5 Suppliers are liable for their staff, appointed agents and sub-suppliers as for their own services.

9. Product liability

9.1 Suppliers must exempt the orderer from product liability cases and consequential losses. This applies also to recall actions and similar measures, with no limit on the period in which such liability may occur. Suppliers are fully liable for all losses caused by their products and incurred by the orderer's end customers, even if the supplier's deliveries are installed in products of the orderer.

9.2 Suppliers must make the orderer aware of any defects in the contractual items which become apparent later in order to prevent any detectable possibility of loss, even after the contractual item is in circulation on the market. Furthermore, the Product Liability Act is in force at the destination.

10. Confidentiality

10.1 All information, drawings, documents etc. supplied by the orderer to suppliers to aid manufacture of the contractual item must not be used for other purposes, duplicated or made accessible to third parties. All originator's copyrights will belong to the orderer. Suppliers must treat the order and associated work or supplies in confidence.

10.2 If the orderer requests it, suppliers must return, unprompted, all documents plus all copies or duplications, and all such documents in the event of non-delivery.

10.3 Suppliers must place their staff, appointed agents and sub-suppliers under these same obligations and are responsible for their compliance with them.

11. Place of fulfilment

11.1 The place of fulfilment for suppliers and the orderer is Wallisellen.

12. Place of jurisdiction and applicable law

12.1 The place of jurisdiction for suppliers and the orderer is Wallisellen and these provisions are subject to Swiss law.