

1. General

- 1.1. All orders dealt with by us, Stahl Gerlafingen AG ('us', 'we'), and the relevant deliveries or services from the supplier or service provider ('supplier') shall be based on the terms and conditions of purchase below. Only orders in text form (in writing, by fax, email) shall be valid. Orders made over the telephone or verbally, as well as any additions or changes, shall only become valid if confirmed by us in text form. Similarly, any deviations from our General Terms and Conditions of Purchase along with any additional provisions including reservations regarding prices or exchange rates, and particularly any of the supplier's general terms and conditions of delivery and sale to the contrary, shall only be valid if we have stated our agreement in text form.
- 1.2. In accepting our order or delivering the goods ordered and/or providing the services ordered, the supplier agrees with the conditions below. Clauses relating to international trade shall be interpreted in accordance with Incoterms 2010 insofar as these conditions of purchase or other specific agreements do not specify anything to the contrary. If material tests or quality documents requested are not provided on time, we reserve the right to extend the agreed payment term accordingly and/or perform the relevant tests ourselves or have them performed by third parties at the supplier's expense.
- 1.3. Our orders must be confirmed in writing within 10 days. If written confirmation is not forthcoming, this shall be deemed to constitute acceptance of the order based on the conditions contained therein.
- 1.4. If orders are placed without a price or only with a recommended price, we reserve the right to approve the price following receipt of confirmation or the invoice.
- 1.5. We retain the rights of ownership and copyright to all documents such as plans, sketches, calculations, etc. given to the supplier. The supplier shall only use such documents and any other information received from us for the purposes of dealing with or fulfilling our order and shall also treat them as confidential. Unless it has our prior written consent, it is not entitled to use documents or information received from us for any other purpose, particularly to manufacture products for third parties or to bring such documents or information to the attention in any way of third parties who are not directly entrusted by the supplier with dealing with the order or parts thereof.
- 1.6. If the supplier is under an obligation to provide services, it shall transfer to us automatically and free of charge upon their provision the associated rights, legal titles and benefits including copyright and/or the patent right or any other intellectual property rights as work results that the supplier has created for us. We shall acquire sole ownership of these work results, subject to the provision in para. 2.
The supplier shall retain ownership of all rights, legal titles, and benefits including copyright and/or the patent right and any other intellectual property rights to software and other works created or acquired by the supplier before the conclusion of this contract or which it creates or acquires independently of this contract ('pre-existing works'). As part of its right to use the results, we shall be granted in such cases, to the extent that existing works are incorporated into results, a simple, no-fee, worldwide and unlimited licence for the existing works including the right to amend and make replicas of them. Insofar as our order concerns the individual manufacture of small parts and components as part of a contract for work, we shall be entitled without restriction, in the case of any order for design or development work, to the intellectual property rights for and exclusive use of all the related results of design and development work. Designs and developments may not be made accessible to third parties either in full or in part without our express written consent either for their own or for other purposes.
- 1.7. The supplier shall be liable for any damage to our property and therefore undertakes to store and treat the documents and auxiliary materials appropriately.
- 1.8. No subcontracting in full of our orders to third parties is permitted without our prior written consent.
- 1.9. Any extra expenditure resulting from failure to comply with our instructions or deficiencies relating to deliveries or services shall be borne by the supplier.

2. Invoicing and payment

- 2.1. The supplier shall provide the services in accordance with the conditions agreed.
- 2.2. Unless anything is agreed to the contrary, payment shall be made within 60 days of invoices being received.
- 2.3. Invoices must be sent to us immediately after goods are despatched unless anything is agreed to the contrary. They must be sent to the invoicing address specified in the order.

3. Delivery and provision of services

- 3.1. Delivery shall be made to Gerlafingen on a DDP basis in accordance with Incoterms 2010.
- 3.2. The transfer of benefits and risks shall occur following arrival of the delivery at the place of performance or once acceptance has taken place should this be required there.
- 3.3. If a delivery is not accompanied by the paperwork requested, the goods shall be stored at the expense and risk of the supplier until this arrives.
- 3.4. There may be no partial deliveries, advance deliveries or partial provision of services without our express agreement.
- 3.5. Any costs resulting from failure to observe provisions relating to the ordering of hazardous goods shall be borne by the supplier.
- 3.6. Packaging must be adapted to suit the goods and the mode of transport envisaged. Preference should be given to environmentally friendly packaging materials. Any loss of or damage to goods attributable to defective packaging shall be borne by the supplier.

4. Inspection

- 4.1. Goods must be inspected by the supplier prior to delivery to ensure they comply with our order as regards both quality and quantity, and this inspection must be confirmed on the delivery note.
- 4.2. We shall inspect the goods delivered and raise any complaints regarding deficiencies as soon as possible, but without being bound by any time limit. As such, the supplier shall waive any right to object on the basis of complaints regarding deficiencies being made late or not at all. This also applies to any hidden deficiencies.
- 4.3. The making of payments or any acceptance of work do not constitute waiver of the right to complain regarding deficiencies.

5. Liability for default

- 5.1. The supplier shall automatically be in default in the event of failure to comply with the deadlines (for transactions based on delivery by a set date) agreed in the contract document.
- 5.2. If the supplier is in default, it shall owe us a penalty. This shall equate to 0.5% of the total remuneration per day of delay, subject to a maximum total amount of 10%. The penalty shall also be owed if the services are accepted without reservation. Payment of the penalty shall, however, be offset against any compensation to be paid as a result of default.

6. Liability for deficiencies

- 6.1. The supplier warrants that the goods delivered are free of deficiencies, have the properties described in the contract and are suitable for the use for which they are intended or that services are provided in accordance with the contract. The supplier also warrants that fault-free materials which satisfy the usual quality requirements for the manufacture of goods of this kind have been used in the manufacture of the goods delivered. The supplier warrants too that all the specialist provisions and generally acknowledged principles and rules associated with the technology involved have been complied with, taking into account the latest scientific knowledge, during manufacture of the goods delivered or the provision of services.
- 6.2. The supplier provides an assurance that the goods delivered satisfy the safety provisions applicable to them in Switzerland and the EU and can be processed, used, installed and/or operated in accordance with these safety provisions. If the supplier delivers goods that are not consistent with the contract, we shall be able to request repudiation of the contract, reduction in price, remedy of defects or replacement delivery and compensation at no cost. We also have the right to withhold part or all of the payment until, if we demand restitution, the supplier has fulfilled its obligation to deliver fault-free replacement goods or the situation in respect of repudiation of the contract, reduction in price and compensation has been clarified with binding effect.
- 6.3. Should any loss or damage arise as a result of defective goods or services, the supplier shall also be liable for any restitution if it cannot prove that it is not at fault.
- 6.4. The warranty period shall last for 24 months. It shall begin upon delivery at the place of performance or when the deliveries and services are agreed to have been accepted or once installation work is complete in cases where the supplier has taken care of this too. The warranty period shall run anew for any parts replaced or repaired and last for 12 months following replacement, completion of repairs or acceptance.

7. Product liability

The supplier hereby expressly undertakes to indemnify us in full against all claims by third parties and compensate us for all loss or damage suffered which may arise and be asserted against us under product liability obligations and in relation to infringements of third-party rights as a result of goods or services from the supplier in connection with its deliveries. We undertake to inform the supplier without delay about such claims as soon as we become aware of them, although we expressly reserve the right to assert claims against the supplier even after any time limits under product liability laws have expired. The supplier hereby waives any right to object on the basis of statutes of limitations.

8. Environmental protection

The supplier shall ensure its goods satisfy all the environmental protection provisions which apply at the time of delivery. It shall be liable for any infringement of such provisions and indemnify us against all claims by third parties including the authorities and hold us harmless in this regard.

9. Place of jurisdiction and applicable law

- 9.1. The place of jurisdiction for all disputes in connection with the contract between us and the supplier or with these General Terms and Conditions of Purchase shall be Solothurn (Switzerland). We shall, however, be entitled to initiate proceedings against the supplier before the court local to its registered office.
- 9.2. The legal relationship shall be governed by the substantive law of Switzerland; the provisions of the UN Convention of 11 April 1980 (Vienna Sales Convention) shall not apply.