

General Purchasing Conditions

Fritz Nauer AG, Oberwolfhauserstrasse 9, CH-8633 Wolfhausen

1. General

- a) These General Purchasing Conditions apply to all orders of Fritz Nauer AG and for all deliveries to the company for goods and services.
- b) These General Purchasing Conditions apply exclusively. Alternative or conflicting terms and conditions of the supplier shall not be recognised, unless Fritz Nauer AG accepts them in writing.
- c) These General Purchasing Conditions also apply to all future business between the parties, even if Fritz Nauer AG accepts the goods without reservation and is aware of the deviating or conflicting conditions of the supplier.
- d) All offers by the supplier, including demonstrations, shall be provided free of charge, unless agreed otherwise in writing.

2. Orders

- a) The type, specification and scope/volume of the services to be provided or goods to be delivered by the supplier in each concrete case shall be established by both parties in detail and in writing, and are then binding. All objections by the supplier must be submitted in writing to Fritz Nauer AG within two days.
- b) If an order is submitted with no price or guide price, Fritz Nauer AG reserves the right to approve the price after receiving the order confirmation or invoice.
- c) The contract shall be concluded upon receipt of the written confirmation by the supplier that the order has been accepted with no amendments (conformation of order).
- d) Orders can only be passed on to third parties with the express permission of Fritz Nauer AG. In this case, the supplier shall act in his own name, on his own account and is liable for the actions of the third party as if they were his own.

3. Changes to the order

- a) Fritz Nauer AG reserves the right to change submitted orders. Once Fritz Nauer AG has informed the supplier of this intention, the supplier shall provide information about the level of resulting additional or lower costs and schedule changes within a reasonable period of no more than seven working days. Fritz Nauer AG shall then inform the supplier if the order will be changed as notified or will remain as originally agreed.
- b) Changes to the order can be suggested by the supplier if they result in an improvement. Changes must be confirmed in writing by Fritz Nauer AG.

4. Information on order processing documents

Fritz Nauer AG's order number and the supplier's bank account details must be provided on all documents, such as order confirmations, delivery slips, invoices and similar documents.

5. Documents

Documents provided by Fritz Nauer AG, such as drawings, models and samples etc. shall remain the property of Fritz Nauer AG in all cases. They are to be used by the supplier exclusively in the interest of Fritz Nauer AG. Such documents must not be used in any way or passed on to third parties without the express written permission of Fritz Nauer AG.

All documents are to be immediately returned to Fritz Nauer AG upon request. If documents are passed on without the permission of Fritz Nauer AG, Fritz Nauer AG is entitled to claim compensation for damages.

6. Delivery dates/deadlines and delayed delivery

- a) Delivery dates and delivery deadlines are defined as: goods received at the designated location.
- b) The agreed delivery dates and delivery deadlines are to be adhered to. To avoid the risk of potential failures to meet delivery dates and delivery deadlines, the supplier is required to arrange fast goods / express delivery and cover associated costs. In the event of delayed delivery, Fritz Nauer AG furthermore reserves the right to decide whether to request fulfilment and assert a claim for a penalty payment or whether it no longer requires the fulfilment of the contract. The assertion of claims for damages remains unaffected in all cases. This does not apply if exceeded delivery dates/deadlines are the result of subsequent objective impossibility. In this case the delivery deadline will be extended in a reasonable way or the delivery date will be postponed.
- c) In the event of delayed delivery, Fritz Nauer AG is entitled to assert all legal claims. A delivery shall be regarded as delayed and automatically results in the consequences of delay if it cannot be made by the agreed delivery date or within the agreed delivery period. Alternative provisions must be made in writing.
- d) The provision of a penalty payment does not release the supplier from his obligation to make the delivery in accordance with the contract.

7. Volumes

- a) The volumes defined in the order are to be adhered to. Normal trading customs are to be taken into account. Fritz Nauer AG is only required to accept partial deliveries if they have been expressly requested by Fritz Nauer AG or have been provided with their prior approval.
- b) Fritz Nauer AG reserves the right to provide the supplier with over-deliveries in return for compensation for its turnover and to insist on the fulfilment of the ordered volumes in the event of under-deliveries.

8. Transfer of ownership and risk

Ownership and risk of the goods to be delivered shall be transferred to Fritz Nauer AG when they are handed over at the designated location, unless the transfer of risk has been agreed otherwise in a written agreement in the form of an Incoterms clause of the ICC.

9. Acceptance / inspection of goods

Fritz Nauer AG shall not inspect the goods upon receipt. The goods shall be inspected with regard to volume and quality at a later point in time. Payments do not represent an acceptance of the volume and quality of the delivered goods. Associated legal claims of Fritz Nauer AG therefore remain fully valid after the goods have been checked and paid for and the supplier will accordingly waive the right to use the defence of delayed notice of defect. This also applies if only some of the goods have been paid for. The costs of sample-taking, tests etc., resulting from deliveries that have not been made in accordance with the order and incorrect deliveries, shall be covered by the supplier.

10. Quality

- a) The supplier guarantees that the goods correspond to the agreed specifications, that an outgoing goods check has been carried out and documented, that the goods are in a condition pursuant to the contract, are suitable for the intended use and that non-faulty raw materials were used. The supplier undertakes to maintain a suitable quality management system and provide the means and equipment required for quality assessments, which shall also be documented.

- b) If measurement methods are required by Fritz Nauer AG with regard to measurement equipment for establishing the quality of goods, these must be adhered to by the supplier.
- c) The supplier shall accept an audit by Fritz Nauer AG at any time.

11. Hazardous goods (REACH Regulation)

The supplier guarantees that his deliveries correspond to the provisions of Regulation (EC) no. 1907/2006 on the registration, assessment, approval and limitation of chemical substances ("REACH Regulation"). The supplier in particular assures that the substances in his delivered goods have been pre-registered or registered at the end of the transfer periods, insofar as this is required according to the provisions of the REACH Regulation. He also assures that Fritz Nauer AG has been provided with the required safety sheets according to the provisions of the REACH Regulation and information according to Art. 32 of the REACH Regulation. If the supplier delivers products in the sense of Art. 3 of the REACH Regulation, it is in particular required to ensure that it fulfils its obligation to provide specific information pursuant to Art. 33 of the REACH Regulation.

12. Packaging, transportation and insurance

- a) The loss of and damage to goods which are caused by faulty packaging or incorrect modes of transportation shall be paid for by the supplier. Following inspection of the goods, Fritz Nauer AG shall notify the supplier if they are damaged or if transport damage is evident as a result of insufficient packaging.
- b) Hazardous materials are to be packaged according to applicable laws and identified accordingly. The corresponding safety data sheets are to be delivered along with the goods. Dangerous goods are also to be packaged and labelled according to the applicable laws. The hazardous goods classification or, if applicable, the note "non-hazardous goods" is to be stated on the delivery slip.
- c) Equipment for safe unloading and instructions for Fritz Nauer AG's staff regarding the legal safety guidelines for the handling of dangerous materials must be provided by the supplier.
- d) Freight and packaging, insurance costs, licence fees and all public fees shall be charged to the supplier. The delivery must be made to the designated location DAP (according to the current Incoterms of the ICC) unless agreed otherwise, including all additional fees.
- e) A delivery slip with all technical information, the delivery address and order number is to be included with each dispatch.

13. Invoicing

The invoice is to be prepared with two copies immediately after delivery. The invoice must include Fritz Nauer AG's order number and the supplier's bank account details.

14. Payment

Payments shall be made within 14 days with a 3% discount or within 30 days after receipt of the invoice. Alternative payment conditions must be agreed by the contractual parties in writing.

15. Warranty and Liability

- a) The supplier guarantees that the products delivered by himself and his sub-suppliers have the guaranteed features, are free of fabrication, material and legal faults and are suitable for the intended use without limitations.
- b) The supplier guarantees that the delivery and use of the delivered goods shall not breach any third party rights (e.g. patents, brands, designs, copyright, and rights relating to computer software) and undertakes to release Fritz Nauer AG from and hold the company harmless with

- regard to all third party claims.
- c) If the delivered goods are faulty, Fritz Nauer AG is entitled to request a free replacement delivery or free repair of the fault by the supplier within the warranty period of 36 months after delivery. If the repair of the fault is not carried out within a reasonable period, Fritz Nauer AG can request a price reduction or withdraw from the contract (redhibitory action). The assertion of claims for damages remains unaffected in all cases.
- d) If people are injured, property is damaged or other direct or indirect consequential damages are caused by acts or omissions of the supplier, and if claims are made against Fritz Nauer AG as a result, Fritz Nauer AG is entitled to a right of recovery against the supplier.

16. Applicable law and legal venue

All disputes between the parties resulting from orders placed by Fritz Nauer AG are subject to Swiss law, in particular the provisions of the Swiss Code of Obligations, with the exclusion of the provisions of the Federal Law on International Private Law regarding the applicable law and CISG of 11 April 1980 (Vienna Convention on Contracts for the International Sale of Goods). Exclusive legal venue for both parties is the headquarters of Fritz Nauer AG.

17. Final provisions

- a) Amendments and supplements to the original agreement / order must be made in writing.
- b) Should individual provisions of the agreement between the parties be partially or completely ineffective or undefined, this shall not affect the remaining provisions. A provision which, as far as legally possible, most closely reflects the provision intended by the parties in economic terms, shall be used in place of the ineffective provision or undefined aspect.
- c) The parties shall keep confidential all information that they have received from the other party and which is neither public nor generally accessible. Confidentiality is also to be maintained after the end of the contractual relationship.
- d) The supplier's claims must not be offset, pledged or assigned without the prior approval of Fritz Nauer AG.

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