



General Terms and Conditions of Purchase. Heberlein AG.

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These conditions form the contractual basis and are a binding part of our orders. They supersede all previous oral and written agreements and arrangements with immediate effect.

1. **Orders placed by telephone or verbally** with a value up to CHF 150 shall not be confirmed in writing. Orders exceeding this amount shall only become binding upon receipt of our written order.
2. **Order confirmation:** Each order shall be confirmed within a reasonable period, but no later than 5 (five) working days. Failure to respond shall be deemed as acceptance of our order including all terms and conditions.
3. **Commitment to dates and quantities:**
 - a.) The agreed delivery date is binding. The Contract is a fixed transaction concluded for this date in accordance with Article 108, Item 3 of the Swiss Code of Obligations. Failure to meet the delivery date entitles us to charge the Supplier for any consequential costs incurred due to the delay in delivery.
 - b.) The agreed quantity is binding. Partial deliveries may be accepted in exceptional cases, after prior approval by the Purchasing Department. Surplus or insufficient deliveries of up to 10% (ten per cent) of the ordered quantity may be accepted after prior approval by the Purchasing Department.
4. **Shipping documents from domestic suppliers:** Each shipment shall always be provided with a delivery note. All documents shall contain the exact reference data of our order and describe the subject of the delivery using the same wording as found on our order.
5. **Shipping documents of foreign suppliers:** Each shipment shall always be provided with the following shipping documents:
 - a.) A copy of the invoice in duplicate, containing the exact description of the goods, value, gross and net weight, confirmation of origin, customs tariff number, invoice number and date of issue.
 - b.) Packing list with a list of contents if there are several containers.
 - c.) Delivery noteAll documents must contain the exact reference data of our order.
6. **Goods for medical purposes:** When requested by the Purchasing Department, the delivery note must confirm that the goods comply with the ordered specification. In the case of materials subject to batch control, a batch test certificate must be provided with the delivery note.
7. **Deliveries of goods by lorry** shall only be accepted from Monday up to and including Thursday, in each case between 7 am and 11:30 am as well as 1:00 pm and 4:15 pm and on Fridays from 7.00 am to 11:30 am. **Acceptance shall be excluded outside of these times.** Euro exchange pallets should always be used where possible and feasible. Failure to comply with these regulations shall entitle us to reject deliveries or refuse acceptance of the goods.



8. **Quality:** Unless otherwise agreed, the quality requirements are defined according to drawings, specification pages, catalogues and brochure drawings. In cases where these documents are insufficient to define the quality, additional quality requirements, testing and acceptance regulations should be defined. All testing and acceptance regulations will be an integral part of the order.
9. **Safety regulations:** Upon accepting this order, the Supplier warrants that the object of the Contract complies with the safety regulations of the Swiss National Accident Insurance Institution (SUVA), the Swiss Electrotechnical Association (SEV), the Swiss Pressure Vessel Inspectorate (SVTI) or other bodies whose safety regulations are generally binding at the time when the Contract is concluded. Upon accepting this order, the Supplier also warrants that any delivered goods comply with the Swiss Chemicals Risk Reduction Ordinance as well as the Swiss Chemicals Ordinance. Upon accepting the order, the Supplier shall at the same time undertake to remedy without delay any safety defects or violations of safety regulations that may occur after delivery. The Supplier shall be liable for any damage that we incur as a result of its failure to comply with the aforementioned regulations.
10. **Payments:** Any payment shall as a rule be made within 60 days net or by special agreement.
11. **Invoices:** Invoices shall contain our order details. **Tax-exempt and taxable goods may not be included on the same invoice.** A separate invoice shall be issued for **each** individual order. All invoices shall be prepared in accordance with the order.
12. **Delivery and payment:** If the goods we have ordered are delivered before the stipulated date, the latter shall still apply for the purpose of determining the date of payment. All invoices shall only become valid after the goods have been accepted. If the delivered goods have defects or do not comply with the order in any way whatsoever, we shall be entitled both to refuse acceptance of the goods and to withhold payment of the invoice until all defects have been rectified or until the Supplier has delivered goods that comply with the order. Regardless of this, all rights and claims to which the Purchaser is legally entitled if defective goods are delivered shall remain reserved.
13. **Drawings:** Drawings that we submit remain our property and may not be made available or otherwise accessible to third parties without our consent. Upon our request, they should be returned to us without delay along with all copies that may have been made.
14. **Infringements to patents or other industrial property rights:** The Supplier remains liable for ensuring that no patents or industrial property rights of third parties are infringed by the purchase or use of the items offered or supplied. In case a patent or other industrial property right of a third party is infringed, the Supplier shall compensate us in full for all consequential damages of any kind and for any costs incurred.
15. **Validity:** These General Terms and Conditions of Purchase shall apply in all respects unless otherwise expressly modified in writing by both parties. Any General Terms and Conditions of the Supplier shall only apply to the extent that they do not conflict with these General Terms and Conditions of Purchase which we have expressly accepted.
16. **Warranty conditions:** For the parts or units that the Supplier has delivered to us, the warranty period shall be 12 (twelve) months after commissioning, but no longer than 18 (eighteen) months after delivery.



17. **Spare parts:** In case the Supplier is not able to deliver the spare parts in the contract or is not able to do so in due time, the Supplier shall agree to hand over to us existing spare part drawings for the purpose of in-house production without obligation. This shall not affect any claims on our part arising from non-fulfilment and default, or any claims for damages.
18. **Place of performance and jurisdiction:** The place of performance for service and consideration as well as the place of jurisdiction in case of any legal disputes shall be Wattwil/Switzerland. We reserve the right to take legal action against the Supplier at the place of jurisdiction of its registered office or the domicile of any responsible branch or operating facility.
19. **Applicable law:** The contractual relationship between the Supplier and us shall otherwise be subject to Swiss substantive law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("Vienna Sales Convention") and the referral provisions of the Swiss Federal Code on Private International Law (IPRG).

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