



# General Terms and Condition of Purchase

## Heberlein Technology AG

**Heberlein Technology AG**

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These conditions form the contractual basis and constitute an integral part of our orders. They supersede all previous oral and written agreements and arrangements with immediate effect.

1. For **telephone or verbal orders** up to CHF 150, a written order is not necessarily issued. Orders exceeding this amount become binding only upon our written order.
2. **Order confirmation:** Each order shall be confirmed within a reasonable period, but no later than 5 (five) working days. Unless the supplier objects within this period, the order shall be deemed accepted.
3. **Commitment to dates and quantities:**
  - a.) The agreed delivery date is binding. The contract is a fixed-date 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 percent) 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 (order number, purchaser) and describe the subject of the delivery using wording consistent with our order.
5. **Shipping documents of foreign suppliers:** All documents must include the exact reference details of our order (order number, purchaser), and the following shipping documents must generally be attached to each shipment:
  - 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 table of contents, if multiple packages are included.
  - c.) Delivery note
6. **Deliveries of goods by lorry** shall only be accepted from Monday up to and including Thursday, between 7 am and 12:00 pm as well as 1:15 pm and 4:00 pm and on Fridays from 7:00 am to 12:00 pm. Deliveries outside these times will not be accepted. 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.
7. **Quality:** Unless otherwise agreed, the quality requirements are defined according to drawings, inspection plans, specification sheets, catalogues and brochure drawings. In cases where these documents are insufficient to define the quality, additional quality requirements, testing and acceptance regulations shall be defined. All testing and acceptance regulations will be an integral part of the order.
8. **Compliance:** The supplier guarantees, by accepting this order, that the subject matter of the contract complies with the safety regulations of the Swiss National Accident Insurance Fund (SUVA), the Swiss Electrotechnical Association (SEV), the Swiss Association for the Inspection of Boilers and Pressure Vessels (SVDB), or other bodies, including national authorities in the country of manufacture, whose safety regulations are generally binding, as valid at the time the contract is concluded. Furthermore, the supplier guarantees, by accepting this order, that the delivered goods comply with the following EU legislation and their national implementations: RoHS Directive (2011/65/EU), WEEE Directive (2012/19/EU), and REACH Regulation (EC/1907/2006). The supplier shall explicitly inform the purchaser of any legally permissible deviations. In addition, all deliveries and services must comply with the US and EU regulations regarding so-called conflict minerals.



By accepting this order, the supplier also agrees to have read and understood the Supplier Code of Conduct of Heberlein Technology AG and to comply with it. It can be downloaded at <https://www.heberlein.com>.

- 9. Payments:** Any payments shall generally be made within 30 days net or by special agreement.
- 10. 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 must be issued in accordance with the order and sent to [buchhaltung@heberlein.com](mailto:buchhaltung@heberlein.com).
- 11. 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 are not in conformity with the order, 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 are expressly reserved.
- 12. Drawings:** Drawings that we submit remain our property and may not be made available or otherwise accessible to third parties without our consent. They must be deleted from the electronic archives after the completion of the order. Any physical copies, along with all duplicates that may have been made, must be promptly returned to us or destroyed after the order has been completed.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. Spare parts:** In case the supplier is not able to deliver the spare parts in the contract in due time, the supplier shall agree to hand over to us existing spare parts drawings for the purpose of in-house production. This shall not affect any claims on our part arising from non-fulfilment and default, or any claims for damages.
- 17. Place of performance and jurisdiction:** The place of performance for all obligations as well as the place of jurisdiction in case of any legal dispute 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.
- 18. 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).