

General Terms and Conditions for the Purchase of Plant Components and Services

1 Exclusive application

- 1.1 These General Terms and Conditions shall apply to contracts for the purchase of plant components, machinery, apparatus, instruments, technical items and services.
- 1.2 Deviating or additional terms and conditions, in particular general terms and conditions of the Supplier, shall only apply if expressly agreed to in writing.

2 Offers

- 2.1 By an inquiry the Supplier is requested to submit, as a specialist, an offer free of charge. In the offer, the Supplier shall adhere to the descriptions, requirements, specifications and the intended use as indicated. Any deviations shall be expressly pointed out in the offer. The Supplier acknowledges its duty of disclosure. The offer shall be binding for 90 days, unless a different period is requested or stated in the inquiry or offer.

3 Orders

- 3.1 Orders are only binding if they are placed or confirmed in writing by means of transmission of the original or of a scanned copy.
- 3.2 Orders placed verbally by telephone or otherwise can only become binding if they are confirmed by the Supplier without any modifications. If the conclusion of the contract is subject to an order confirmation, the Buyer shall only be bound if such confirmation does not include any deviation from the order.
- 3.3 All enclosures to an order are an integral part of the order.

4 Prices

- 4.1 Unless otherwise agreed, prices shall be fixed prices. They include all costs and efforts for the full and due performance of the contract.

5 Delivery time and consequences of delay

- 5.1 Delivery shall take place on the agreed delivery date at the Place of Destination. Delivery dates are fixed dates. In case of delay, default shall occur automatically, unless the parties agree in case of early notification of difficulties otherwise.
- 5.2 If the Supplier must assume that the Delivery or parts thereof might not take place on time, the Supplier shall notify the Buyer thereof without undue delay, stating the reasons and the presumed duration of the delay.
- 5.3 In the event of delayed Delivery and unless otherwise agreed, the Supplier shall pay a penalty. The penalty shall amount to 1 percent of the price of the delayed Delivery per commenced week of delay, and shall not exceed ten percent of that price in total. If the Supplier is in delay with a partial delivery, the penalty shall be calculated on the basis of the price for the entire Delivery which is impaired by the delay of the partial delivery. The payment of the penalty shall not release the Supplier from its obligation to perform. The Buyer's claims for damages remain reserved.
- 5.4 The Supplier may only invoke a failure of the Buyer to meet its cooperation duties if it has requested such cooperation duly in advance.
- 5.5 Partial deliveries and early deliveries will not be accepted by the Buyer unless specifically agreed upon.

6 Packaging, transport, insurance and transfer of risk

- 6.1 With respect to transport, the terms stipulated in the order shall apply.
- 6.2 In the absence of an agreement to the contrary, risk shall transfer upon arrival of the Delivery Item at the Place of Destination or, in the case of delivery with erection, upon completion of the erection at the Place of Use. In the event of default by the Buyer in taking over the Delivery Item or if shipment is delayed or impossible for reasons beyond the Seller's reasonable control, the Delivery Item shall be stored at the Supplier's premises under terms to be negotiated.
- 6.3 The transport risk is covered by a transport insurance taken out by the Buyer.
- 6.4 The Supplier shall bear full responsibility for proper packaging. The Supplier shall inform the Buyer if special care is necessary for removing transport fixtures and the like. The Buyer will pay for re-usable packaging material only if Buyer is appropriately reimbursed upon its return.

7 Warranty

- 7.1 The Supplier warrants as a specialist that Delivery Items do not have any defects that could impair their fitness for the intended use, that they have the agreed quality and features, and that they comply with the stipulated specifications and performance criteria. The Supplier shall draw the Buyer's attention to possible characteristics which might impair the use of a Delivery Item for the purposes foreseen by the Buyer. Delivery Items must comply with recognized rules of technology, relevant safety and accident prevention regulations, any regulations that apply at the Place of Destination and at the Place of Use, and the regulations listed in the order. The Supplier also warrants that the Delivery Items comply with the relevant applicable laws, norms and industry guidelines as regards product safety and protection of the environment and shall provide the related declarations of conformity and further documentation to the Buyer.
- 7.2 The warranty period shall commence upon taking over of a Delivery Item by the Buyer after full performance of all deliveries and services by the Supplier and shall end the earlier of (i) 18 months after commissioning of the Delivery Item, or (ii) 36 months after taking over.
- 7.3 The Buyer shall be entitled to give notice of defects throughout the entire warranty period, irrespective of when a defect was discovered. The Buyer shall not be obliged to inspect Delivery Items for defects upon receipt, neither completely nor only on a random basis. The Supplier shall remedy defects that occur during the warranty period at its own expense and without undue delay (5 days after notice). This applies even if the remedying of defects requires disproportionate effort. If, despite rectification or replacement, defects remain or occur anew, the Supplier shall eliminate the root cause of the defects by means of a different design or use of other materials and agree to a reasonable extension of the warranty period.
- 7.4 The Supplier shall be liable for its vendors and (sub-)contractors and their deliveries as for its own performance.
- 7.5 For rectification work or replacements, there shall be a twenty-four months warranty from the date of commissioning or first use.

8 Withdrawal

- 8.1 If the Supplier is in delay or default with regard to a Delivery or the performance of warranty work pursuant to Clause 7.3 or if - in the case of orders without fixed delivery dates - a reasonable grace period has lapsed without success, the Buyer may withdraw from the contract and waive the Delivery.
- 8.2 Should it become apparent even before a Delivery is due that the Supplier will fail to meet the delivery date, the Buyer may likewise withdraw from the contract and waive the Delivery.
- 8.3 Furthermore, the Buyer shall be entitled to withdraw from the contract if it becomes apparent in the course of manufacture that the Delivery Item will not be fit for the intended purpose.
- 8.4 Should it become apparent during commissioning that a Delivery Item does not have the warranted properties, the Buyer may withdraw from the contract and place the Delivery Item at the Supplier's disposal at the Place of Use. Payments already made by the Buyer shall be refunded.
- 8.5 The Buyer's statutory claims in the event of delay or default remain reserved.
- 8.6 If the Buyer withdraws from the contract for reasons of a force majeure event (compare Clause 19.1), the Supplier shall be entitled to remuneration for the contractual services rendered up to the date of withdrawal. Claims for damages are excluded.

9 Inspection right, labelling obligation

- 9.1 The Buyer shall be entitled to inspect the progress of the work. An inspection shall neither alter nor limit the Supplier's obligation to fulfil the contract properly.
- 9.2 The Supplier shall label Delivery Items in such a way that they are permanently recognizable as originating from Supplier. Dangers arising from improper use shall be indicated.

10 No infringement of third party rights

- 10.1 The Supplier warrants for the entire operational life of Delivery Items that the delivery and use of the Delivery Items does not infringe the intellectual property rights of third parties (patents, designs, models, etc.). The Supplier shall fully indemnify the Buyer against all claims of third parties and hold the Buyer harmless from all damages suffered as a result of an infringement of intellectual property rights of third parties (such as patents, copyrights, trademarks and the like) by Delivery Items. The Buyer shall promptly notify the Supplier of any such claims. The Supplier shall at Buyer's request join any legal proceedings brought against the Buyer or the Buyer's end customers or conduct such proceedings in place of the Buyer or the Buyer's end customers at its own expense and assume the costs and compensation obligations associated with such proceedings.

11 Erection

- 11.1 If the contract includes the erection of the Delivery Item, this shall be included in the agreed price, unless additional remuneration for erection work has been agreed.

12 Work at Buyer's premises

- 12.1 Whenever work is carried out at the Buyer's premises or at the premises of third parties designated by the Buyer, the house rules and safety instructions of the Buyer or the third party shall be observed in addition to these General Terms and Conditions.

13 Drawings and operating instructions

- 13.1 Working drawings shall be made available to the Buyer upon request for approval prior to the start of manufacture. Approval by the Buyer shall not release the Supplier from its responsibility for functional operability and feasibility.
- 13.2 The Supplier shall hand over to the Buyer the definitive implementation plans, maintenance, operating and safety instructions, spare parts lists for proper operation and maintenance of the Delivery Items as well as all agreed documents and certificates free of charge by the agreed date or, in the absence thereof, not later than upon Delivery.

14 Secrecy and data protection

- 14.1 The Supplier may and shall not, neither for the Buyer's own use or benefit, nor for any other purposes, use, reproduce or make available to third parties any information, drawings, etc., which the Buyer places at the Supplier's disposal for the manufacture of Delivery Items. The Buyer shall retain any copyrights. The Supplier shall return to the Buyer upon request and without delay all corresponding documents, including all copies or duplicates thereof. In the absence of a contract conclusion or in case of a contract cancellation, the Supplier shall return the documents to the Buyer without request.
- 14.2 The Supplier shall treat any order and the related work or deliveries as confidential.
- 14.3 Technical documents of the Supplier or its vendors and contractors shall be treated confidentially by the Buyer. They shall remain the intellectual property of the Supplier or the vendors and contractors.
- 14.4 Both contractual partners are obliged to comply with the applicable data protection legislation. Both contractual partners are aware that, in the course of their business relations, personal data about the other contractual partner, its employees and third parties engaged by it may be processed under certain circumstances. Both contractual partners shall obtain the corresponding necessary declarations of consent from employees and third parties and acknowledge and consent to such data being used for the purpose of carrying out and maintaining the business relationship. Furthermore, the contracting parties acknowledge and consent that a contracting party may have the aforementioned data processed by third parties obliged to comply with data protection in Switzerland and abroad for the purpose of contract and invoice processing.

15 Intellectual property

- 15.1 If the provision of services contractually agreed with the Supplier includes development or project planning tasks, the related work results and the rights thereto (including all protectable inventions and know-how) shall belong to and vest in the Buyer. The Supplier herewith assigns such rights to the Buyer and undertakes that the Supplier and its personnel will do everything in their power to achieve and complete the transfer of such rights to the Buyer and to have them protected under patent law.

16 Involvement of subcontractors

- 16.1 Before engaging a subcontractor, the Supplier shall obtain the Buyer's prior written consent.
- 16.2 The Supplier shall ensure that subcontractors comply with and are bound by the Supplier's obligations to the Buyer. The Supplier shall be liable for the acts and omissions of subcontractors in the same way as for its own acts and omissions.



17 Payment conditions

17.1 Unless otherwise agreed, payment will be made within 60 days net after receipt of the Delivery Item and the invoice, but at the earliest upon taking over of the Delivery Item by the Buyer after full performance of all deliveries and services by the Supplier. The right to offset against counterclaims remains reserved. In the event of late delivery of agreed documents, the payment period will be extended accordingly.

18 Advance payments

18.1 For advance payments, the Supplier shall provide an advance payment invoice and an irrevocable bank guarantee, free of charge for the Buyer, valid until taking over of the Delivery Item by the Buyer after full performance of all deliveries and services by the Supplier. The Buyer will not make any advance payments on orders with a contract value below CHF 100'000.

18.2 Advance payments shall be specifically requested, accompanied by the agreed documents, and shall be subject to the aforementioned payment terms.

19 Force majeure

19.1 The contracting parties shall not be liable for non-performance of contractual obligations due to events of force majeure. "Force majeure" shall be understood to mean circumstances occurring after the conclusion of the contract which were unforeseeable and objectively unavoidable.

19.2 The contracting party invoking reasons of force majeure shall notify the other party in writing without delay of their occurrence and expected duration. Otherwise, it may not invoke force majeure.

19.3 Upon request, the Supplier shall provide the Buyer with a certified confirmation of the circumstances which it claims to have understood as force majeure.

20 Place of performance

20.1 The place of performance shall be the Place of Destination indicated by the Buyer or, if no such place is indicated, the Buyer's registered place of business.

21 Compliance with labor law and labor market regulation

21.1 The Supplier warrants to the Buyer that it complies with applicable labor protection regulations, applicable working conditions, in particular provisions on wages, working hours, wage supplements, social benefits and provisions on equal treatment of women and men with regard to equal pay. The Supplier warrants to the Buyer that Supplier has obtained any required permits (in particular residence and work permits) for the personnel deployed for the benefit of the Buyer and that Supplier complies with all other labor market regulations (such as prohibition of undeclared work, requirements for secondments and the like).

22 Applicable law, place of jurisdiction

22.1 The legal relationship between the contracting parties shall be governed by Swiss law and, in the case of cross-border transactions, by the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

22.2 Exclusive place of jurisdiction shall be the Buyer's registered place of business. However, the Buyer shall also be entitled to bring an action before any other competent court.

23 Definitions of terms

Place of Destination	=	Receiving point for goods at the shipping address set out in the order (in case of Delivery with erection the Place of Use)
Place of Use	=	Place where the Delivery Item will be used
Delivery Item	=	Goods and/or services
Delivery	=	Supply of goods and/or performance of services

