

**Note: Only the German version of these GTCP ("Allgemeine Einkaufsbedingungen"; "AEB") is legally binding. This English version is for information purposes only. By accepting these GTCP the customer automatically accepts the AEB.**

## 1 Scope

- 1.1 These GTCP apply to all business relationships between Admotec Precision AG ("**Company**") and its suppliers.
- 1.2 All orders of the Company are exclusively made based on these GTCP. If the order of the Company contains deviating provisions, the latter shall prevail.
- 1.3 General terms and conditions of business and/or delivery of the supplier shall have no effect, even if the Company has not objected to them.

## 2 Conclusion of the contract, prices and costs

- 2.1 The Company submits its orders in a form verifiable in writing.
- 2.2 Contracts are concluded upon receipt of the order by the supplier, unless the supplier immediately rejects this in a form verifiable in writing.
- 2.3 The prices and other conditions in the Company's order are binding. They apply as net fixed prices.
- 2.4 The price includes delivery DAP (according to Incoterms).

## 3 Invoice, documentation and payment

- 3.1 The invoice must contain the order and item number listed in the order. One invoice and one delivery note shall be issued per order.
- 3.2 The required proofs of origin, certificates and other evidence / confirmations (incl. VAT) as well as declarations such as RoHS or REACH, must be handed over fully completed and signed with the invoice at the latest. The supplier shall bear the consequences of non-compliance.
- 3.3 Invoices are payable in the agreed currency within 30 days from the date of full delivery or the invoice date (whichever is later).

## 4 Delivery

- 4.1 The delivery dates stated in the order are binding; notice of dispatch must be given. The supplier shall inform the Company immediately of any import or export restrictions.
- 4.2 The supplier shall state the Company's order and article number on all shipping documents and delivery notes; the weight and type of packaging shall also be declared. The Company's instructions concerning delivery shall be complied with.
- 4.3 The supplier shall ensure proper packaging that reliably prevents damage to the products during transport.
- 4.4 Delivery shall be deemed to have been made in full when the entire order has been received by the Company at the place of delivery specified by the Company (section 4.6) as well as the documentation owed (cf. section 3.2) and all necessary information on the products and services (together "**Products**").
- 4.5 Partial deliveries are permissible.
- 4.6 Delivery shall be made DAP (cf. section 2.4) to the place of delivery specified by the Company; in case of doubt, this shall be to the place of performance (section 11.1).
- 4.7 Unless the applicable law provides otherwise, the supplier shall be responsible for compliance with all export, import, transit and controlling regulations and formalities.
- 4.8 If it seems that a delivery date may be missed (even partially), the Company has to be notified immediately in a form verifiable in writing, stating the expected delay.
- 4.9 If the supplier is in default with the delivery (even if only partially), the Company may demand a contractual penalty of 0.2% of the delivery value per day, up to a maximum of 5%. All other rights remain reserved, in particular the right of immediate withdrawal from the contract, the immediate cancellation of any associated contracts, and claims for damages.
- 4.10 Excess or short deliveries of max. 10% are permissible. Early deliveries are permissible with the consent of the Company.

## 5 Inspection and notice of defects

- 5.1 The examination of the products shall take place as soon as the ordinary course of business permits and shall not be bound by any time limit.
- 5.2 Defects shall be notified as soon as they are actually detected. The supplier waives the defence of late inspection/notification.

## 6 Warranty

- 6.1 The supplier warrants that the products are free from material and production defects and possess the agreed properties.
- 6.2 The warranty period starts on the date of intended use, but no later than 2 years after complete delivery, and lasts for 36 months.

- 6.3 The rectification of defects shall be carried out within the reasonable period set by the Company.
- 6.4 The Company may, at its discretion, demand rectification or replacement of the defective products or components in advance. The right of rescission, reduction in price and claims for damages remain reserved, as does the right to rectification of defects by the Company itself at the supplier's expense if the supplier is in default with the rectification of defects.
- 6.5 In the event of rectification or replacement, the same warranty period shall apply from then on (cf. section 6.2).

## 7. Spare parts

- 7.1 The supplier is obliged to supply fully compatible spare parts and/or systems for 15 years after delivery at competitive prices and conditions.
- 7.2 If the supplier is subsequently no longer in a position to do so, it shall inform the Company in good time so that the Company can place another order.

## 8 Product liability – insurance

- 8.1 If a (product) liability case of the Company is attributable to a product of the supplier, the supplier shall indemnify the Company in full upon first request. The Company may designate a contact person for the supplier.
- 8.2 If a product liability case results in a recall action, the supplier shall fully indemnify the Company for the resulting costs. The supplier shall be consulted regarding the recall action.
- 8.3 The supplier is obliged to take out product liability insurance for at least EUR 10 million for personal injury and property damage. The supplier shall provide evidence of this to the Company upon request.

## 9 No infringement of third-party rights

- 9.1 The supplier warrants that the products and their use do not infringe the rights of third parties.
- 9.2 If claims are nevertheless made against the Company by third parties in connection with the products, the supplier shall fully indemnify and hold the Company harmless upon first request.

## 10 Retention of title – tools – IP rights – confidentiality

- 10.1 If the Company provides the supplier with parts for machining or processing, these shall - subject to mandatory law - remain its sole property. It may also demand the return of all parts or take them back itself without the supplier being entitled to any claims as a result.
- 10.2 If the Company provides the supplier with tools for machining or processing, these shall remain its sole property.
- 10.3 All intellectual property rights to the documents provided, such as illustrations, drawings and calculations, shall remain with the Company.
- 10.4 The supplier may use tools and intellectual property rights of the Company exclusively for the manufacture of the products.
- 10.5 The parties undertake to keep confidential even after termination of the contract all information received from the other party pre-contractually or during the performance of the contract. They shall also impose this duty on their governing bodies, employees and assigned third parties. Any use contrary to the contract is prohibited.

## 11 Further provisions

- 11.1 General place of performance is the Company's registered domicile in Switzerland.
- 11.2 The supplier waives all and any offsetting rights towards the Company and does not assign claims against the Company to third parties.
- 11.3 Any communication required to be verifiable in writing shall be addressed to Admotec Precision AG, Kieselgasse 12, 8008 Zurich, Switzerland, or per E-Mail to [info@admotec.ch](mailto:info@admotec.ch).
- 11.4 The supplier agrees that the Company may process its data to the extent necessary for the performance of its obligations towards it. The data privacy statement posted on the Company's website shall apply.

**11.5 All legal relationships between the Company and the supplier shall be subject to Swiss substantive law, without regard to the Vienna Sales Convention.**

**11.6 Any disputes shall be judged exclusively by the ordinary courts at the Company's registered domicile. The Company is free, however, to sue the supplier at any other competent court.**