

## Standard Terms and Conditions for the Supply of Spare Parts, Consumables and Services (Edition 2013)

### 1. General Remarks

- 1.1 The Contract is concluded upon receipt of written confirmation of acceptance of the order by the Supplier (order acknowledgement).
- 1.2 These Terms and Conditions of Supply are binding if they are declared applicable in the offer or the order acknowledgement. Conflicting terms and conditions submitted by the Purchaser are not valid unless they have been expressly accepted by the Supplier in writing.

### 2. Plans and Technical Documentation

The Supplier retains all rights to the plans and documentation that have been surrendered to the Purchaser by the Supplier. The Purchaser acknowledges these rights and will not use such plans and documentation other than for the purpose for which they were given to the Purchaser without the prior written permission of the Supplier.

### 3. Prices

- 3.1 All prices are quoted – unless agreed otherwise – net, ex works, excluding packaging, in freely disposable Swiss francs, without any deductions.
- 3.2 All incidental expenses are payable by the Purchaser. The Purchaser shall likewise reimburse all incidental expenses (taxes, charges, fees, customs duties, etc.) to the Supplier insofar as the latter necessarily incurred such expenses.

### 4. Terms of Payment

- 4.1 Payments shall be made by the Purchaser, in accordance with the agreed terms of payment at the domicile of the Supplier, without deducting discounts, fees, taxes, etc.
- 4.2 Adherence to payment deadlines is mandatory, even if the supplies of goods or services are delayed or are made impossible for reasons that are not attributable to the Supplier or if negligible parts are missing or if the reworking that proves to be necessary makes it impossible to use the goods supplied.
- 4.3 If circumstances arise after conclusion of the Contract which give the Supplier good reason to believe that the Purchaser will not make payments in full or on time, the Supplier is entitled, without any effect on his statutory rights, to suspend further performance of the Contract and to withhold deliveries until new payment and delivery terms are agreed and the Supplier has received adequate security. If it is not possible to reach an agreement, the Supplier is entitled to withdraw from the Contract and claim damages.

### 5. Retention of Title

The Supplier will retain full title to his goods until receipt of all payments in full in accordance with the Contract. By entering into the Contract, the Purchaser authorizes the Supplier to arrange entry or notice of retention of title and such like in public registers pursuant to the applicable national laws and at the expense of the Purchaser.

### 6. Terms of Delivery

#### 6.1 Delivery Deadline

Adherence to the delivery deadline requires timely performance of the contractual obligations by the Purchaser.

The delivery deadline is extended proportionately if obstacles arise that the Supplier is unable to prevent despite exercising due care.

The Supplier disclaims all liability for delayed deliveries for which it is not to blame.

In the event of a delayed delivery for which the Supplier is to blame, the maximum compensation payable for each full week of delay is ½ %, capped at an aggregate 5 %, based on the contractual price of the delayed part of the delivery. The first two weeks of delay do not entitle the Purchaser to claim compensation for a delayed delivery.

Further claims for damages are expressly excluded.

#### 6.2 Additional Transport Costs

In urgent cases, orders for spare parts that are in stock are deliverable ex works on the same business day (business days: Monday – Friday; business hours: 7:30 a.m. – 5:00 p.m.), provided Steinemann Technology receives the order by 2 p.m. on the day in question. An express surcharge of CHF 300.00 is payable for this express service.

#### 6.3 Minimum Quantity Surcharge

A minimum quantity surcharge of CHF 100.00 is payable on orders of goods below CHF 300.00.

#### 6.4 Returns

Acceptance of the return of parts that were ordered erroneously is strictly subject to the prior approval of Steinemann Technology AG and to an administrative charge of 20 % of the value of the goods. The amount of credit issued upon return of the goods to Steinemann Technology is based on the condition of the goods.

### 7. Packaging

Packaging is charged separately by the Supplier and is not returnable.

### 8. Transfer of Benefit and Risk

Benefit and risk are transferred to the Purchaser upon dispatch of the goods ex works at the latest.

### 9. Inspection and Acceptance of the Goods and Services Supplied

- 9.1 The Supplier will inspect the supply of goods and services prior to dispatch as is customary. If the Purchaser requests more extensive inspections, they shall be agreed and paid by the Purchaser separately.
- 9.2 The Purchaser shall inspect the goods and services supplied within a reasonable period of time and shall promptly notify the Supplier in writing of any defects. Otherwise, the goods and services supplied are deemed to have been accepted by the Purchaser.
- 9.3 The Supplier agrees to remedy defects that are notified within a reasonable period of time.

## 10. Warranty, Liability for Defects

- 10.1** The warranty period commences upon dispatch of the goods ex works or alternatively – subject to an express agreement – upon installation of the spare parts and is valid for six months. The warranty will lapse if the Purchaser or other persons make inappropriate changes or undertake repairs or if the Purchaser, in the event of the occurrence of a defect, fails to implement appropriate measures forthwith to limit the damage and fails to give the Supplier an opportunity to remedy the defect.
- 10.2** Upon receipt of a written request by the Purchaser, the Supplier shall have the option of repairing or replacing all the parts of the goods supplied which are demonstrably defective or unusable due to poor material, defective design or faulty workmanship, prior to the expiry of the warranty deadline and within a reasonable period of time. Additional liability for losses that are not attributable to the spare parts supplied and for any resultant loss is expressly excluded.

## 11. Exclusion of Further Liability

All claims by the Purchaser, apart from those expressly stated in these Terms and Conditions, are excluded. Under no circumstances is the Purchaser entitled to claim for damage that did not occur to the item actually supplied, such as production losses, loss of use, loss of orders, lost profit and other direct or indirect losses.

## 12. Installation

If the Supplier also assumes responsibility for the installation or for supervision of the installation, the standard terms and conditions of installation of the Swiss Association of Machinery Manufacturers (VSM) shall apply.

The final invoice for the installation work is issued on the basis of the signed hourly timesheet, the actual travelling time and travelling expenses (plane ticket, car hire etc.) and other expenditure.

Working time that exceeds 8 hours a day and work that is undertaken between 6 a.m. and 8 p.m. will be subject to a 25 % surcharge.

Work that is undertaken between 12 p.m. on Saturdays and 6 a.m. on Mondays or on weekdays between 8 p.m. and 6 a.m. will be subject to a 50 % surcharge.

## 13. Copyright / Industrial Property Rights

We have obtained property rights (copyright, trademark and patent protection) for the various components and processes in our plants. All use or acquisition whatsoever of images, drawings, texts or numbers is prohibited without the written approval of Steinemann Technology AG. If Steinemann Technology AG makes a product according to the specifications submitted by the client, the latter is responsible for ensuring that no third-party industrial property rights are infringed. If Steinemann Technology AG is sued by third parties in such cases for infringement of any property rights whatsoever, the client will release Steinemann Technology AG from all liability and will also fully indemnify Steinemann Technology AG.

## 14. Jurisdiction and Applicable Law

### 14.1 Jurisdiction

Any disputes between the Purchaser and Supplier arising under or related to this Contract shall be referred to the competent courts at the location of the registered office of the Supplier. However, the Supplier is entitled to sue the Purchaser at the location of his registered office.

### 14.2 Applicable Law

The legal relationship is governed by substantive Swiss law.