

General terms & conditions for orders of RWM Schweiz AG

General

1 These purchase conditions and other enclosures (drawings, specifications, etc.) to orders from RWM Schweiz AG (hereinafter referred to as "RWMS") are integral parts of these conditions and are binding upon both parties if the Supplier does not submit anything to the contrary in writing within 10 days of the order date.

2 Amendments and additions to the order and its supplements, and any purchase or supply conditions of the Supplier that differ from these purchase conditions are only legally effective if RWMS has confirmed this in writing.

3 The version of Incoterms valid at the time the agreement is concluded applies to the interpretation of these trade terms.

4 The Supplier assures RWMS that there are no export, transit and/or import restrictions in place in relation to the supply of goods, and that all necessary authorisations for supply are in place. The Supplier shall notify RWMS immediately of any restrictions. In the event of any such restrictions, RWMS is entitled to withdraw from the relevant order at any time.

Quality requirements

5 The Supplier is obliged to do everything possible to supply the quality required by RWMS. If a quality assurance agreement (QAA) has been set up, the Supplier shall be obliged to comply with the provisions of such agreement.

6 The Supplier must submit the design drawings to RWMS for approval before production starts, insofar as this has been agreed. Approval does not release the Supplier from its warranty obligations.

7 Quality records are to be kept for at least 10 years after successful delivery to RWMS and are to be submitted or made available to RWMS during this time upon request.

8 RWMS is entitled to check on the production of goods, the progress of work and the effectiveness of quality assurance measures at the premises of the Supplier and the latter's sub-contractors at any time. The same applies to customers of RWMS, in the presence of RWMS.

9 The Supplier shall inspect the goods before delivery to ensure that they comply with the order in terms of quality and quantity.

Dispatch, quantity, delivery deadlines, termination, acceptance and REACH

10 Deliveries are to be handled in accordance with the instructions of RWMS. RWMS is not obliged to accept partial or excess deliveries that have not been agreed in writing. In the event of dispatch being hampered, the Supplier shall store the goods properly at its own cost and risk.

11 RWMS requires deliveries of exact quantities. If this is not possible given the product involved, the following tolerances apply: 0-10 maximum 1; 11-100 maximum 2; 101-1000 maximum 10; from 1001 units, maximum 20 tolerances.

12 The delivery deadlines specified in the order are to be understood in line with the printed Incoterms and are binding along with all the required accompanying documents. If delivery is not made on time, the Supplier shall be considered to be in arrears without a notification being sent. In such cases, RWMS is entitled to the standard statutory rights, particularly the right to claim compensation and/or withdraw from the contract. In any case, the right of delivery shall lapse only if RWMS submits a claim for compensation on the grounds of non-fulfilment or withdraws from the agreement. Acceptance of the delayed delivery without reservations does not mean that RWMS will refrain from claiming compensation.

13 RWMS is not obliged to inspect the quality of the supplied goods. The statutory inspection obligation is explicitly excluded.

14 For chemical products, please send us the most recent safety data sheet in accordance with Art. 31 REACH-VO (REACH Regulations).

Prices and payment conditions

15 Where not otherwise expressly agreed in writing, the prices defined in the order are fixed prices.

16 Payment shall be made in accordance with the deadlines printed on the order.

17 Please always quote the RWMS order reference on all correspondence and invoices. If the order reference is missing from an invoice, this will be returned to the sender as unrecognised.

18 Receivables from RWMS may not be pledged / transferred.

Warranty and product liability

19 The Supplier guarantees that the supplied goods are compliant with the agreement and free from defects in every respect and that they comply with both the quality requirements (see Sections 5-9 above) and any further assurances of the Supplier and are suitable for the intended use.

20 Subject to other written agreements and in addition to statutory rights to cancel (rescind) the agreement or to claim price reduction, RWMS is also entitled to require the Supplier to carry out subsequent improvements at the location of the goods free

of charge, or to supply non-defective replacements free of charge. The Supplier shall also bear any and all ancillary costs of the subsequent improvement and replacement delivery. In urgent cases, RWMS is entitled to rectify the defect itself or have this carried out by a third party, at the cost of the Supplier. If damage has occurred as the result of the defect, apart from the aforementioned rights upon defect, RWMS is entitled to claim compensation, regardless of fault.

21 The warranty period is 24 months, starting from the day of delivery. Any type of defect can be reported during this period without any claims being made against RWMS for the breach of statutory time limits for inspection and complaints. Once the warranty period expires, so does the right of RWMS to give notice of previously discovered defects. However, the Supplier shall also be liable for defects that RWMS discovers after expiry of the warranty period (hidden defects), provided that such defects are noticed by RWMS within two calendar weeks of discovery. If a defect notice is submitted in good time, RWMS is entitled to exercise any of the rights upon defect specified in Section 20. In terms of replacement deliveries and subsequent improvement work, the warranty period begins again upon the day of replacement delivery/approval. If the same type of defect occurs in more than 5% of the delivery (serial defect), RWMS is entitled to reject the entire delivery and assert rights upon defect for these. All rights upon defect for RWMS shall be time-barred five years after delivery.

22 Irrespective of the warranty period, RWMS has a right of recourse against the Supplier, regardless of fault, in the event of third-party claims against RWMS relating to product liability obligations, provided that such claims are attributable to a defect in the delivered goods. The Supplier shall also indemnify RWMS against any damages that RWMS suffers in this context. The Supplier shall waive the plea of statute of limitations with regard to such claims.

23 The Supplier pledges to take out and maintain public and product liability insurance with a coverage of at least CHF 3 million per damage event.

Property rights

24 The Supplier warrants that the supplied goods and their proper use by RWMS or its customers do not breach any patents, copyrights, trademark rights or other intellectual property rights of third parties in Switzerland or abroad. Supplier shall be held liable for all damages that arise for RWMS and its customers as the result of any such breach; this obligation includes the assumption of court and out-of-court costs.

Manufacturing equipment and documents

25 Any manufacturing equipment (tools, devices, gauges, fixtures, models, samples, drawings, etc.) provided by RWMS for the Supplier, or for which RWMS has paid in part or in full, are the property of RWMS and should be marked as such by the Supplier. RWMS retains all intellectual property rights to all documents (such as plans, sketches, calculations, etc.). The documents may only be used to execute RWMS orders and may not be copied, destroyed or passed on to a third party without the prior written consent of RWMS. The manufacturing equipment must be returned to RWMS by the Supplier upon initial request to do so. If necessary, settlement of any unpaid amounts shall be agreed, minus amortisation charges.

26 Until they are returned to RWMS, the Supplier shall bear the risk for loss of manufacturing equipment and any deterioration in or damage thereto, but not for normal wear and tear. All rights of retention are excluded.

27 In the event of a breach of Sections 25 and 26, RWMS may require the Supplier to surrender use of the equipment or pay compensation for any damage it has suffered, and it may also withdraw from current agreements.

Trade secrets

28 RWMS orders and all knowledge gained by the Supplier of any technical and business interests of RWMS not disclosed to the public, such as technical documents and business relationships, are strictly confidential and must not be made accessible to third parties without the prior written consent of RWMS. The Supplier shall also oblige his/her employees, sub-contractors and other auxiliaries to comply with this confidentiality obligation.

Set off

29 The Supplier shall be permitted to make a set-off of counterclaims only with the express consent of RWMS.

Order of precedence of contractual documents

30 In the event of contradictions between contractual documents, the following order of precedence applies:

- Orders by RWMS
- Any quality assurance agreement
- These ordering terms & conditions

Applicable law and place of jurisdiction

31 Orders by RWMS and all associated queries shall be governed by substantive Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

32 The place of jurisdiction for RWMS and the Supplier is Zurich, Switzerland. However, RWMS shall be also entitled to file complaints with the court that has jurisdiction over the Supplier's registered headquarter.