

# General Terms and Conditions of Purchase

## 1. Scope

- 1.1 Our Terms and Conditions of Purchase shall apply exclusively. We shall not recognise any terms and conditions of the supplier which contradict or deviate from our Terms and Conditions.
- 1.2 Our Terms and Conditions of Purchase shall also apply to any future business with the supplier.

## 2. Enquiries, Offers, Orders

- 2.1 These Terms and Conditions of Purchase shall also apply to our enquiries. Our enquiries are non-binding.
- 2.2 The supplier must comply with our enquiry in his offer and make explicit reference to any deviations. The supplier shall formulate the offer considering the demands regarding quality, ROHS directive, environmental burden and energy efficiency. Offers shall be submitted free of charge and not binding on us; we cannot make payment for visits, preparation of plans, drawings and similar without explicit written agreement. All our enquiries and orders are based on the supplier's assurance that all the substances supplied by him and any substances contained in prepared compounds are preregistered or registered in accordance with the requirements of REACH.
- 2.3 Only written orders shall be binding. Orders awarded in any other form shall first become binding with the written order. Insofar as we have not explicitly waived an order confirmation, every order must be confirmed to us immediately in writing, stating the binding delivery date.

In this case we reserve the right to withdraw orders if we do not receive a confirmation from the supplier within fourteen days. Supplementary or subsequent agreements shall require our written confirmation to be effective.

## 3. Prices and Terms of Payment

- 3.1 The prices are fixed prices and shall apply free point of receipt specified by us. Packaging costs shall be remunerated separately if this has been explicitly agreed. They must be credited to us with the freight free return of packaging insofar as we have not already debited the charges.
- 3.2 Price alterations must be explicitly recognised by us in writing.
- 3.3 Insofar as the ordered delivery or service is subject to value added tax, the value added tax, the value added tax rate and the net subtotal (before tax) must be stated on the invoice. If the invoice contains other legal form defects we shall not accept such.
- 3.4 The invoice must be issued after forwarding the goods separately for every order, stating our order number, article name and article number. We can only process invoices if they have been issued in accordance with Sentence 1; the supplier is responsible for all consequences arising from failure to comply with this requirement.
- 3.5 Payments shall be made within 14 days with 3 % discount or within 30 days with 2 % discount or within 60 days without deduction. The periods shall commence on receipt of invoice or if the goods arrive after the invoice on receipt of goods.

## 4. Offset, Reservation of Title, Assignment

- 4.1 We are entitled to offset against due or late claims we have against the supplier.
- 4.2 A reservation of title on the part of the supplier shall not be recognised. Insofar as we provide parts for the supplier, we shall retain ownership thereto. Processing or conversion by the supplier shall be made on our behalf. In the event of processing or mixing, we shall acquire co-ownership of the new thing in relationship to the value of our article to the other processed objects at the time of processing.
- 4.3 The assignment of claims against us shall require our explicit written approval.

## 5. Delivery, Place of Performance

- 5.1 The delivery period specified in the order shall be binding.
- 5.2 In the event of delivery default we shall be entitled to demand a lump sum default fee of 2.5 % of the order value per completed week but no more than 10 % however. The right to make any other statutory claims remains reserved. The supplier is entitled to demonstrate to us that no damage or a considerably lower damage has been caused as a result of the default. The lump sums shall then be reduced accordingly.
- 5.3 Place of performance for the delivery obligation is the place specified by us respectively the point of receipt specified by us. Place of performance shall be the registered office of our company in the absence of explicit designation.
- 5.4 The passing of risk shall be geared to the agreed delivery conditions. Insofar as no agreement has been made the risk on delivering the goods at the agreed point of receipt shall pass to us.
- 5.5 A pack leaflet and a consignment note with our order number, article name and article number must be enclosed with all consignments.

## 6. Examination, Complaint

We are obliged to examine the goods for quality or quantity deviations within an appropriate period. The complaint shall be deemed to have been made punctually if it is received by the supplier within a period of 10 working days from delivery.

## 7. Warranty and Liability

- 7.1 The supplier shall warrant that his delivery or service has the warranted characteristics, complies with the latest recognised state of the art and does not have material or legal defects which cancel or reduce the value or the suitability for the usual or intended use.
- 7.2 We shall be entitled to the statutory warranty claims in their entirety. Irrespective of this, we shall be entitled to demand subsequent performance as we so choose in the form of rectification of defect or supply of a replacement. In this case the supplier must bear the expenses sustained to rectify defect or provide the replacement delivery. We shall reserve the right to damages and rescission.
- 7.3 If samples are provided, the properties of the sample shall be viewed to have been guaranteed by the supplier.
- 7.4 If claims are asserted against us due to an infringement of official safety regulations or due to domestic or foreign product liability rules or acts due to the faultiness of our product, and if the faultiness is attributable to a fault in the article supplied by the supplier, the supplier must indemnify us against third party damage claims on first written request. In addition the supplier shall indemnify us against all damage and warranty claims of the customer insofar as the claims are based on faults in the delivered goods and services or fault of the supplier or of one of his vicarious agents; this shall also apply to consequential damage and costs. The damage shall also cover costs of any recall action which we make after due examination.
- 7.5 The supplier maintains a suitable quality assurance system that complies with the state of the art and shall provide evidence of such on our request.
- 7.6 The supplier shall furthermore warrant that his deliveries comply with the requirements of occupational safety and health and statutory accident prevention regulations, that in particular the requisite protection provisions are supplied, even if individual parts necessary for perfect operation are not separately listed in this order letter. Furthermore the supplier shall undertake to carry out the delivery in accordance with the conditions of the competent employer's liability insurance association (*Berufsgenossenschaft*).

## 8. Production Documents and Production Equipment

- 8.1 The production documents made available to the supplier shall remain our property and shall be entrusted to the supplier solely for the purpose of executing our orders. They shall be returned on completion of work. They shall only be used, copied for other purposes or made available to third parties to the extent that this is necessary in individual cases to satisfy the contract.
- 8.2 The supplier shall undertake to treat all technical and commercial documents with which he has been entrusted in strict confidence and to impose this obligation accordingly on his sub-suppliers.

## 9. Proof of Origin, Export Confirmation

- 9.1 The supplier shall provide any proof of origin requested by us (e.g. supplier declarations, goods transaction certificates within the meaning of EEA-EFTA origin provisions) with all requisite information and shall duly sign them.
- 9.2 The supplier shall inform us if an object of delivery is subject in whole or in part to export restrictions in accordance with Swiss, German or any other (e.g. US American) foreign business law.

## 10. Property Rights

The supplier shall be liable for ensuring that patents or third party property rights are not infringed by his delivery or use of the objects of delivery and / or the manufactured work. The supplier shall be obliged to indemnify us against any third party claims based on the infringement of these rights and to keep us damage free in any other way.

## 11. Compliance

- 11.1 The supplier must observe each statutory provision relating to treatment of employees, environmental protection and health and safety at work, while working towards reducing the adverse effects of its work on people and the environment. The supplier must further adhere to the 'Ten Principles' of the UN Global Compact Initiative. These essentially relate to protecting international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination in respect of hiring and employing people, a responsible attitude to the environment and the prevention of corruption. Further information on the UN Global Compact Initiative can be found at [www.unglobalcompact.org](http://www.unglobalcompact.org).
- 11.2 In the event that a supplier repeatedly and/or despite corresponding information acts unlawfully and cannot prove that the violation has been remedied to the extent possible and that adequate precautions have been taken to prevent similar violations in future, we reserve the right to withdraw from existing contracts or to terminate them without notice.

## 12. Venue, applicable law

12.1 Any disputes must be submitted to the appropriate court in our place of business. However, we may take legal action against the supplier in its place of business.

12.2 This transaction is governed by material Swiss law (Law of Obligations), excluding private international law (conflict of laws) and intergovernmental treaties, specifically the CISG.

Version 5/2018



---

riag Oberflächentechnik AG  
Murgstrasse 19a • CH-9545 Wängi