

# General Terms and Conditions of Purchase 2013

## 1. General

- 1.1 Any orders from Wartmann Technologie AG ("WTAG") must be in writing, and shall be based exclusively on these General Terms and Conditions of Purchase, unless otherwise specified in the order. If WTAG requires the Supplier to provide an order confirmation, the contract shall only be concluded once the confirmation has been received. Any General Terms and Conditions of the Supplier shall only become an integral part of this Agreement if accepted by WTAG in writing.

## 2 Subject

- 2.1 The type, scope and date of the delivery or goods and services shall be specified in the order. Any deviations shall require consent in writing from WTAG.
- 2.2 The specified construction and performance features shall be deemed to be warranted characteristics. Suitability for the intended purpose, unrestricted electronic processing of calendar dates and construction in accordance with the standards and regulations of the country of destination or, if not specified in the order, the country of delivery, shall be deemed to be assumed characteristics.

## 3 Delays

- 3.1 The Supplier shall be under a duty to immediately take action in the event of any imminent or discernible delays, and to notify WTAG of same in writing.

## 4 Delivery and transfer of ownership

- 4.1 All orders shall be subject to **Incoterms 2010** and shall be delivered DDP.
- 4.2 The transfer of ownership shall occur upon the transfer of risk.
- 4.3 WTAG reserves the right to reject any deliveries with inadequate packaging, marking or documentation as well as any partial or advance deliveries not agreed in writing, or to take delivery of them and store them at the cost and risk of the Supplier until proper performance of the contract.
- 4.4 Any freight and packaging costs shall be included in the price, but shall be shown separately for business statistical purposes. WTAG may return packaging material for a credit.

## 5 Export control and customs

- 5.1 For goods, the customs tariff number of the country of origin must be indicated, for listed goods, the national list number, as well as the US list number in the event that the goods are subject to US re-export restrictions. Preferential certificates of origin as well as conformity declarations and code for the country of origin and destination shall be submitted automatically without being requested, and any autonomous certificates of origin shall be submitted upon request.

## 6 Terms of payment

- 6.1 Payment follows a standardised method of payment for all suppliers, **10 days 3 %**, **60 days** net and will be paid on time following delivery in compliance with the contract and

invoicing. WTAG reserves the right to hold back payment if defects are identified in the article. The agreed sales charge-back is payable at year end or at the latest by the end of January of the following year.

## 7 Warranty

- 7.1 The requirement under Art. 201 of the Swiss Code of Obligations for the ordering party to immediately check a delivery and to give notice of any defects shall be explicitly excluded. WTAG shall be entitled to give notice of a defect during the entire warranty period. The warranty period shall extend for 24 months following the date of delivery, and for any replaced or repaired parts, this period shall commence again as of the date of their delivery. The warranty shall include any legal or factual deficiencies of the products as well as any lack of warranted or assumed characteristics.

## 8 Liability

- 8.1 The Supplier shall fully indemnify WTAG and save WTAG harmless against any claims by third parties in respect of product liability, environmental protection or the protection of intellectual property rights in connection with the delivery or goods and services. WTAG shall immediately inform the Supplier about any substantiated claims made against WTAG.

## 9 Copyright and non-disclosure

- 9.1 WTAG shall remain the owner of all documentation such as plans, drawings, technical documents, etc. that WTAG has provided to the Supplier for processing of the order. The Supplier may only use the documentation and all related information for the purpose of processing orders. The Supplier shall not be authorized to manufacture products for third parties based on such documentation and information without prior consent from WTAG, or to copy, reproduce or in any way make same accessible, in whole or in part, to third parties unless so required to process the order. Without prior written consent, WTAG shall not be mentioned in any publications in connection with the order.

## 10 Data protection

- 10.1 The Supplier shall take the appropriate measures to ensure data protection. It acknowledges and agrees that personal data will be processed by WTAG and that WTAG may disclose the data to third parties in Switzerland and abroad for processing of the order and for the fostering of business relationships.

## 11 Applicable law and jurisdiction

- 11.1 The place of jurisdiction shall be Oberbipp (Switzerland). WTAG shall, however, also be entitled to bring legal action against the Supplier at the place of its registered office.
- 11.2 All orders shall be governed by substantive Swiss law, to the explicit exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.