

## **General Conditions of Purchase for Fr. Sauter AG, 4016 Basle**

### **1. Validity**

The General Conditions of Purchase are an integrated contractual element of all SAUTER's purchases, even if they are no longer explicitly mentioned in subsequent contracts with the supplier. The confirmation or the actual execution of an order from SAUTER is regarded as proof of the supplier's acceptance of SAUTER's Conditions of Purchase.

SAUTER does not recognise any deviations from either SAUTER's Conditions of Purchase or the suppliers' General Conditions of Sale and Supply unless SAUTER has explicitly accepted the deviations in writing. Any received confirmation of order is considered to be invalid unless SAUTER has expressly recognised in writing the supplier's terms of delivery noted thereon.

### **2. General information**

Every consignment should be accompanied by a delivery note which provides full details of the exact contents of the consignment.

SAUTER's order number and article number should be noted on any papers connected with the order. Any invoices on which these details are missing will be returned to the sender. If the paperwork connected with a consignment is missing or not properly completed, the goods shall be stored at the supplier's cost and risk until the correct paperwork is received.

All products supplied must comply with the RoHS regulations and must be packaged in environment-friendly materials.

Under-deliveries and excess deliveries will be accepted by arrangement only.

SAUTER's orders should not be subcontracted to third parties without SAUTER's written approval.

Orders with a delivery period of more than five working days should be confirmed to SAUTER forthwith.

### **3. Delivery dates**

The delivery dates stipulated by SAUTER are binding and refer to the date on which the goods are to be delivered at their intended destination.

### **4. Payment**

Unless agreed otherwise, payment shall be effected within 30 days of receipt of the goods and the invoice, minus a discount of 2%.

### **5. Warranty, guarantees and liability**

#### **5.1 General information**

The supplier expressly guarantees that, over their expected serviceable life, the supplied products shall: (i) have no defects that impair either their value or their ability to fulfil the intended or agreed usage; (ii) have the specified features; and (iii) comply with the agreed performance and specifications, the relevant legal regulations and the state of technology at the time of shipment. Any necessary training courses or instruction must be laid down either beforehand or, at the latest, when the equipment/products are put into service.

For the products listed in clauses 5.2 to 5.4, the following special conditions also apply.

#### **5.2 New technical equipment and appliances**

The supplier guarantees that: (i) the supplied products fulfil the requirements of the EC Machinery Directive (2006/42/EC) concerning safety and health at work that are applicable at the time of their shipment; (ii) the supplied products fulfil the requirements of the federal law concerning the safety of products (PrSG); and (iii) the relevant declarations of conformity shall be supplied with the products. A manufacturer's declaration in accordance with EC-MD should be supplied for products that are incapable of functioning on their own.

### **5.3 Used technical equipment and devices**

The supplier guarantees that the used product fulfils at least the requirements in accordance with Article 24 of the regulations concerning the prevention of accidents and occupational diseases or illnesses. Furthermore, the supplier undertakes to supply an instruction manual which contains at least the following information:

- The product's technical specifications and information regarding its intended use.
- Information concerning safe working practices, required tuition for the operating personnel and any personal protective gear that has to be worn.
- Information concerning maintenance and the requisite procedure in the event of malfunctions.

### **5.4 Control panels**

The supplier guarantees that the product has been: (i) constructed in accordance with the technical standards, issued by the Swiss Association of Electrical Engineers, for low-voltage switch-gear assemblies; and (ii) type-approved in accordance with SN-EN 60439-1/60204-1.

### **5.5 Duration and extent of warranty and liability**

If the aforementioned conditions (clauses 5.1 to 5.4) are not met for any reasons, then the relevant supplied products are considered to be defective and the relevant contract is considered to be not properly fulfilled. The same shall apply, irrespective of any fault on the part of the supplier, in other warranty cases like delay, impossibility or other breaches of duty. In all cases, SAUTER reserves the express right to claim damages. In addition, SAUTER is entitled to demand at its discretion: (i) rectification of faults; (ii) substitution; (iii) a reduction in the purchase price; or (iv) cancellation (annulment of the contract).

SAUTER's right to make warranty and liability claims also include an indemnification for any expenditure and costs connected with the rectification of defects, namely the cost of removal and refitting incurred by SAUTER's customers. Furthermore, the supplier shall save SAUTER harmless against damage claims made by third parties in relation to injury to persons or damage to goods and property, including any related legal costs incurred, either in full or in part, by the supply of defective products or by non-conformity with the contract. Claims of this nature can be made at any time during the warranty and liability period. The supplier expressly foregoes the right to reject any notice of defects submitted belatedly. The warranty and liability claims shall expire soonest within five years of receipt of SAUTER's relevant written notice of defects to the supplier.

## **6. Liability insurance**

The supplier shall maintain a liability insurance policy for injury to persons or damage to goods and property, which adequately covers his warranty and liability risks, and shall provide evidence of the relevant insurance cover at SAUTER's request.

## **7. Assignment**

Without SAUTER's written consent, any assignment (cession) of claims connected with the contracts concluded with the supplier is impermissible.

## **8. Applicable law, place of fulfilment and place of jurisdiction**

All deliveries to SAUTER are subject to both Swiss law and the United Nations Convention on Contracts for the International Sale of Goods of 11<sup>th</sup> April 1980.

The place of jurisdiction and fulfilment for deliveries and payments is Basle, Switzerland. However, SAUTER also reserves the right to assert its rights before a court near the supplier's domicile or before any other relevant authority.