

### 1. Scope

- Unless otherwise agreed in writing, the following terms and conditions shall apply to the contractual relationship.
- With the first delivery under these conditions, the supplier recognises them as exclusively legally binding for all subsequent deliveries.
- The general terms and conditions of the supplier shall not apply even if we do not expressly contradict them.
- The written form shall be treated in the same way as all forms of delivery that enable verification by text, such as fax or email

### 2. Offer, order, order confirmation, changes

- The quotations are prepared free of charge.
- Any deviations of the quotation from our request or deviations of the order confirmation from our order must be explicitly pointed out. Our own order shall prevail for the scope of delivery. Only written orders are valid, and verbal or telephonic orders shall be subject to our written confirmation.
- After conclusion of the contract, we have the right to demand changes in relation to the delivered items, in particular in relation to the specifications, drawings, design, construction and the time and place of delivery, packaging, quality, quantity and means of transport. If such a change results in an increase or a reduction in the costs for the supplier, or a delay in the date of delivery, the supplier must inform us as soon as possible, at the latest within 7 working days, about the anticipated extra costs and/or the extent of delivery delays. The parties shall then agree, as quickly as possible, on an appropriate adjustment to the remuneration of the supplier or the delivery date.

### 3. Prices, terms of payment

- All prices are fixed prices for the entire contractual period. They include the delivery to the named destination and the packaging. In the absence of an express price agreement, the last for price calculated for these or comparable prices shall apply.
- The valid VAT rate must be indicated in the invoice.
- The invoice shall be paid at our choice either within 14 days less 3 % cash discount or within 60 days' net, in each case after the receipt of the proper invoice (and other required documents, such as proof of origin or - in the case of imports - the customs tariff number etc.), but at the earliest from the receipt of the goods.

### 4. Delivery time, contractual penalty

- The receipt of the goods at the named destination is decisive for compliance with the delivery date or the delivery deadline. Unless otherwise agreed, this is at our headquarters in CH 9200 Gossau/SG.
- Partial deliveries or advance deliveries by more than three working days shall require our prior consent.
- The supplier must inform us immediately of foreseeable delays of delivery, stating the reasons and the presumed duration of the delay.
- In the event of delivery delays, we are entitled to claim a contractual penalty for each day of delay in the amount of 1% of the value of the delayed delivery, up to a maximum of 20% of the delivery value of the relevant order. The payment of the contractual penalty does not exempt the supplier from compliance with the relevant obligations. The proof and the enforcement of higher damages remain reserved.

### 5. Delivery, transfer of benefits and risk, packaging

- All shipments must take place in the quantities and lot sizes ordered, as well as with provision of a delivery note and any further shipping papers.
- The shipments must be properly wrapped, using a suitable packing material. The supplier shall be liable for damage as a result of improper packaging.
- Without a written agreement to the contrary, deliveries to the agreed destination are at the expense and risk of the supplier. In the case of imports, the trade clause (DDP Incoterms 2010) is applicable.

### 6. Acceptance, defects, quality assurance, statutory regulations

- Deliveries of larger quantities of the same parts are inspected using statistical sampling methods. If samples reveal defective parts, we can return the entire delivery without further examination or conduct a further examination at the expense of the supplier.
- In the event of an ongoing delivery or delivery after the product release, the supplier is obliged to inspect the delivered goods for all deviations and changes and notify us of this in writing at any change in the production conditions in its establishment, in particular with regard to the replacement of tools or machines or the introduction of new production methods. The same applies to each product modification that could influence the application and use.
- Any defects must be reported to us within 2 weeks after receipt of goods or, in the case of hidden defects, after the defect has been detected.
- We only accept deliveries that correspond with the

applicable provisions (in particular also EU provisions RoHS/REACH) and legislation regarding the technical characteristics, product safety and occupational and operational safety. Non-compliance with these provisions entitles us to claim damages.

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#### **7. Warranty, liability**

- The supplier is obliged to provide a model, a sample and/or drawings/data sheets. The properties specified therein apply as contractually agreed.
  - The warranty period is 36 months from delivery, unless otherwise explicitly agreed. It begins with the delivery of the delivered goods at the named destination.
  - Defective delivered goods must be either repaired free of charge or replaced at our choice. In addition, we are also entitled to statutory rights in the case of defects.
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#### **8. Protective rights of third parties**

- The supplier warrants that there are no protective rights of third parties, such as patent and copyright rights to the delivered goods which would exclude or limit the unrestricted use of the delivered goods by us or our customers.

#### **9. Rights to the documents and tools provided**

- Drawings, models, matrices, templates, samples, tools and other means of production, as well as the confidential information provided by us to the supplier or paid by us remain or become our property.
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They may only be used for deliveries to third parties with our prior written approval.

- After use, the supplier shall return the resources provided to it in perfect condition, subject to normal wear and tear. It is not entitled to withhold copies and/or such documentation and tools for its own purposes.
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#### **10. Confidentiality**

- The parties undertake to treat all commercial and technical details not publicly known that they learn about through the business relationship as a business secret.
  - The contractual parties may only advertise their business connection with prior written consent.
  - At our request, both parties will also conclude a separate confidentiality agreement.
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#### **11. Place of performance and applicable law**

- The place of performance for all obligations of the parties is the registered office of Derungs LICHT AG, CH- 9200 Gossau SG. Our legal relations are subject to Swiss law under exclusion of the conflict of laws and of the UN Convention (CISG).
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#### **12. Court of jurisdiction**

- The exclusive place of jurisdiction is the headquarters of Derungs LICHT AG, CH- 9200 Gossau SG. However, we reserve the right to apply to any other competent court.
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