

## 1 General / Scope

1.1 All purchases by UCM AG ("Customer") from its suppliers are subject to these General Purchasing Conditions ("GPCs").

1.2 Unless agreements to the contrary have been made in writing, all purchases are made exclusively based on these GPCs. Other stipulations (such as supplier's general terms and conditions) shall not become an integral part of the contract, even if not explicitly objected to by Customer.

## 2 Placing orders

2.1 Orders shall only be valid if placed or confirmed in writing. The requirement of legal form is met by orders submitted via email or fax.

2.2 Modifications of an order must be clearly indicated in the confirmation note sent to the Customer and shall not be effective unless confirmed by Customer in writing.

## 3 Data to be mentioned in correspondence:

3.1 The order number, Customer's name, exact name of the product, article number and drawing number with drawing index must be mentioned on every item of correspondence, confirmations, delivery notes, invoices etc.

3.2 A separate original invoice without copy must be issued for each order.

## 4 Delivery

4.1 Every delivery must be accompanied by a delivery note with all order-specific data. Part, residual, and rework deliveries must be identified as such on all delivery documents and invoices.

4.2 The supplier agrees to enclose the required EU Declaration of Conformity or EU manufacturer's declaration with every delivery.

4.3 Agreed delivery dates and periods are binding and understood as fixed dates. Timely delivery is evidenced by the date of receipt of the goods at the place of performance.

4.4 In case of improper delivery, the Customer has the right to retain payment until performance has been duly effected as ordered.

## 5 Consequences of default

5.1 If the supplier is in default, the Customer is entitled to the statutory claims. In particular, the Customer may refuse acceptance of the supply or service, withdraw from the contract, and claim damages for failure to perform.

5.2 If it becomes apparent without any doubt even before the delivery is due that the supplier will not keep the delivery date, the Customer can likewise withdraw from the contract and waive delivery.

5.3 The Customer can also withdraw from the contract if it becomes foreseeable without any doubt in the course of the manufacture that the delivery item will be unsuitable for its intended use for reasons attributable to the supplier.

## 6 Origin of the goods

6.1 The origin of the goods and their country of origin must be indicated for each item on the quotation, the order confirmation, and the invoice. If all items come from the same country of origin, a collective indication is sufficient. 'EU' is not acceptable as a country name.

6.2 The supplier is obliged to announce to the Customer in advance and in writing any changes in its production process or a relocation of its production sites.

## 7 Warranty and liability

7.1 The supplier warrants that the goods supplied by it comply with the agreed specifications and that they are fully operative and free of faults. The supplier furthermore warrants that it will inspect and check the goods prior to dispatch and that the goods comply with the generally recognized codes of practice and the applicable statutory regulations and directives. The Customer expressly points out that it does not carry out any incoming goods inspections.

7.2 In accordance with the supplier's duties pursuant to 7.1, the Customer

is not obliged to inspect the goods and lodge any complaints immediately in order to maintain its warranty claims. In particular, Customer is not obliged to inspect the goods directly on receipt and to notify the supplier immediately of any defects. Art. 201 OR (Swiss Law of Obligations) is explicitly excluded.

7.3 The warranty period is 24 months starting with arrival at the place of performance. The supplier shall immediately remedy any defects announced during the warranty period by rework or, at Customer's discretion, replacement delivery of a fault-free item. Any resulting costs shall be borne by the supplier. Furthermore, the Customer is entitled to the statutory warranty claims without any restriction.

7.4 If the Customer, by reason of particular urgency or other pressing operational reasons, cannot be reasonably expected to accept rework or replacement delivery by the supplier, the Customer has the right without granting additional respite to carry out the rework itself or have it carried out by a third party at supplier's expense. In this case, however, the Customer is obliged to notify the supplier immediately of the defect.

7.5 The supplier takes liability for all defects in the frame of the statutory provisions.

## 8 Product liability

The supplier holds the Customer fully harmless of all third-party claims and compensates the Customer for all damage incurred as a consequence of product liability in respect of products supplied. The Customer agrees to inform the supplier immediately after it has become aware of any such claims.

## 9 Service and repairs / spare parts

9.1 The supplier undertakes to provide for repair and maintenance services by qualified expert personnel for a period of at least 10 years after delivery of the respective product.

9.2 The supplier warrants for the availability of original spare parts for a duration of at least 10 years after delivery of the respective product.

9.3 If the supplier intends to discontinue the production or sale of specific products/spare parts, it shall inform the Customer in writing, giving it the chance to order spare parts for stocking up over a period of at least three months following the discontinuation notice.

## 10 Consignment and off-premises warehouse at the suppliers'

10.1 Parts owned by the Customer and held in interim storage in consignment and off-premises warehouses at suppliers' remain the property of the Customer, must be identified as such, and handed over to the Customer at any time at its request.

10.2 The supplier shall treat the parts with care and protect them properly.

10.3 On request, the Customer shall be informed of the inventory at any time.

## 11 Confidentiality

11.1 The supplier is obliged to keep strictly confidential all illustrations, drawings, calculations, software, and other documentation and information received from the Customer. Such material must not be disclosed to third parties (such as suppliers) unless approved by Customer in writing.

11.2 The supplier shall take suitable measures to ensure that its employees are likewise bound by this obligation of secrecy.

11.3 The obligation of secrecy shall continue after the end of the contractual relation, but becomes void when and in so far as the production know-how made available by the Customer in its illustrations, drawings, etc. has become generally known.

## 12 Utilization rights - property rights

12.1 The supplier grants to the Customer the non-exclusive, transferable right unrestricted in terms of territory and time to utilize the products and services (also in part) supplied by the supplier, to integrate them in other products, and to sell them all over the world. The supplier undertakes not to assert property rights of its own against any utilization of the products and services supplied by it.

- 12.2 The supplier ensures that the the purchasing, holding, offering, using, processing, or resale by the Customer and its buyers of supplier's products and services will not violate any third-party intellectual property rights and in particular no brand, name, patent, utility model, ornamental design, equipment, and design rights or copy-rights, including any respective applications for property rights (summarily called "property rights" in the following).
- 12.3 In case of supplier's culpable violation of the above-named duties, supplier shall on first demand hold the Customer harmless of any and all third-party claims arising out of the actual violation of such property rights, and bear all costs and expenses reasonably incurred in this context, in particular costs for prosecution and lawyers' fees and costs resulting from compliance with an action for injunction.
- 12.4 Paragraph 12.2 shall not apply if the supplier manufactured the products and services in accordance with Customer's drawings, models, or other detailed specifications and neither knew nor could have known that in doing so, it would violate third-party property rights.
- 12.5 Both parties are obliged to inform each other immediately of any potential and alleged property right violations that they become aware of, and, as far as they can be reasonably expected to do so, to jointly defend against any claims for violation.
- 13 Copyright and documents**
- 13.1 The supplier shall treat confidential and keep under lock and key all documents, descriptions, papers, certificates, and other descriptive material made available by the Customer.
- 13.2 In particular, the supplier is forbidden to manufacture products for third parties based on such documents and information or to copy or reproduce such documents and information.
- 13.3 All material made available to the supplier is and remains Customer's intellectual and material property and can be demanded back at any time.
- 13.4 At the latest at the termination of the business relationship, the supplier shall return to the Customer without specific request all documents made available to it. Beyond this point in time, the supplier is not allowed to retain originals or copies unless on an evidenced legal basis.
- 14 Place of performance, place of jurisdiction, applicable law**
- 14.1 Unless specified differently in the order, place of performance is the Customer's headquarters, presently Rheineck SG.
- 14.2 Place of jurisdiction for all disputes arising out of the business relation between the supplier and the Customer is the Customer's headquarters, presently Rheineck SG. However, the Customer has the right to prosecute the supplier before the court having jurisdiction at supplier's place of business, or any other court having jurisdiction.
- 14.3 All legal relationships are subject to substantive Swiss law under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15 General conditions**
- 15.1 Any modifications of and amendments to these GPCs and the delivery contracts based on them must be in writing.
- 15.2 Without the parties' mutual consent in writing, the rights and obligations from these GPCs and the delivery contracts based on them cannot be transferred.