

## ASETRONICS TERMS AND CONDITIONS OF PURCHASE (taking into account the electronic business processing)

- Art. 1 General
- 1.1 These terms of purchase govern the entering into the content and the performance in particular of contracts for the sale of goods and the supply of services between suppliers or contractors (hereafter 'the supplier') and an Asetronics company (hereafter 'Asetronics').
- 1.2 By submitting an offer, the supplier declares that he accepts the terms and conditions set out hereunder. The said terms and conditions may be varied by terms contained in the contract document or in other parts of the contract.
- 1.3 Any supplementary or conflicting terms, in particular the supplier's terms and conditions of supply shall have effect only if agreed in writing.
- Art. 2 Confirmation of order
- 2.1 Orders shall be binding only if issued or confirmed by Asetronics in writing ("in writing" includes notification via electronic means such as fax, e-mail or EDI interface). The supplier shall accept orders without signature.
- 2.2 Unless otherwise agreed, Asetronics shall incur no charge for the preparation by the supplier of an offer and the supply of plans, samples and models as part of such offer.
- Art. 3 Changes to order
- 3.1 Asetronics shall be able to require changes to goods and services ordered provided that, the overall character of the order is unaffected and that the modifications required to be undertaken by the supplier are not unreasonable. If Asetronics should issue such a change order the following terms shall apply.
- 3.2 The change order shall be agreed in writing before the modifications are undertaken. Should the changes required result in an increase or reduction in costs or should it prove necessary to adjust the delivery schedule, these matters shall be addressed immediately and the adjustments agreed set down in writing, failing which the originally agreed price and delivery schedule shall be deemed not to have been affected by the change order.
- 3.3 The increase or reduction shall, where possible be calculated on the base of the original costing. Should the parties fail to reach agreement Asetronics may contract out to the supplier the supply of the goods and services in question or, under condition of an appropriate indemnification of the supplier, perform the order itself or have it performed by a third party.
- 3.4 Asetronics shall reimburse the supplier for costs, which the supplier can prove to have incurred prior to issuing of the change order and which have consequently proved to be futile.
- 3.5 Changes, which prove necessary in order to satisfy features specified in the contract shall in all cases, be carried out at the supplier's expense, save where Asetronics has supplied inadequate or inaccurate particulars.
- Art. 4 Materials
- 4.1 Materials (documents, drawings, photographs, data media, films, plans, tools, models etc.) provided by Asetronics shall remain its property and shall be returned to Asetronics on demand not later than 10 days after the termination of the contract.
- 4.2 Prior to starting production, the supplier shall check whether the ordered products still correspond to the materials supplied (same version, same level of amendment, same article designation, etc.). If differences exist or the available material (status documentation) is no longer up to date, the supplier shall delay the start of production and contact the responsible Asetronics procurement department. Should the supplier fail to honour this obligation, he alone shall carry the responsibility for any detrimental consequences.
- 4.3 The supplier shall not, without having obtained prior written consent, copy or otherwise reproduce such materials or supply such materials or give access thereto to third parties.
- 4.4 The said materials must be properly stored and insured.
- Art. 5 Obligation to inform and duty of good faith
- 5.1 Should either of the contracting parties receive information which it knows, or in the circumstances must assume, that the other contracting party wishes to keep secret from third parties, it shall be bound to keep that information secret, even after termination of the contractual relationship.
- 5.2 The supplier is under an obligation to notify Asetronics immediately in writing of any matters of which he becomes aware, or which are discoverable with due care and diligence, which put at risk the proper and timely performance of the contractual obligations. Should the supplier fail to comply with this requirement, he shall be held solely responsible for any adverse consequences, which may ensue.
- Art. 6 Prices
- 6.1 Unless otherwise agreed, the stated prices are fixed prices, net of value added tax. Prices may be varied only by mutual written consent.
- 6.2 Accounts will be settled net within 60 days of invoicing. Invoices are paid subject to the reservation that upon subsequent examination the goods and/or services supplied are found to be in conformity with the terms of the order.
- 6.3 Invoices issued in Switzerland must comply with the formal requirements of the value added tax legislation. In the case of the supply of goods, the country of origin and customs tariff number must be specified.
- Art. 7 Subcontractors and sub-suppliers
- 7.1 Subcontractors and sub-suppliers may be used only if Asetronics is notified in advance.
- 7.2 With respect to Asetronics, the supplier bears the same liability in respect of goods and services supplied by subcontractors or sub-suppliers as if he had supplied them himself.
- Art. 8 Delivery
- 8.1 The agreed delivery schedule is binding. If it becomes apparent to the supplier that there is no possibility of delivery taking place on schedule, he shall notify this to Asetronics in writing stating the reasons and the likely duration of the delay.
- 8.2 In contracts where time is stipulated to be of the essence (fixed date of performance), the supplier shall be deemed to be in default without a notice of default having been issued.
- 8.3 As from the date of default, the supplier shall be liable for liquidated damages amounting to 0.3% of the total contract price per calendar day (but not exceeding a maximum of 10%). The said liquidated damages shall be due even where tender of the goods or services, are accepted without reservation. Payment of the liquidated damages shall not release the supplier from his contractual obligations but shall be credited against any damages for which he may be liable.
- 8.4 Asetronics may cancel the delivery after an appropriate extension of time for performance has been accorded to no avail - where such an extension is not futile from the outset. Such cancellation shall in all cases be without prejudice to Asetronics is right to claim further damages.
- 8.5 Delivery ahead of schedule may be made only with Asetronics consent. Payment terms shall in all cases be based on the scheduled invoice date.
- Art. 9 Property and risk
- Property and risk shall pass upon delivery of the goods to Asetronics at the appointed destination.
- Art. 10 Minimum warranty
- 10.1 The supplier warrants that the products contain no defects such as would impair their value or fitness for use, that they possess the specified qualities and comply with the contractually agreed specifications and the pertinent provisions of the law (e.g. product approval conditions).
- 10.2 The warranty period shall be of not less than 24 months' duration. It shall begin upon delivery of the products to the appointed destination. Where a joint acceptance procedure has been stipulated, the warranty period shall begin upon successful completion of it.
- 10.3 Within the warranty period, every notice given of defect in the products shall be legally valid. Notice of hidden defects may be validly given, immediately upon discovery thereof, even after the expiry of the warranty period.
- 10.4 If during the warranty period it transpires that the shipment or parts thereof does not comply with the warranties given under Art. 10.1 above the supplier shall be obliged to make good such defects, or cause them to be made goods, on-site and at his expense, or to deliver to Asetronics a replacement shipment that is free from defects. Should the supplier fail to honour this obligation, after an appropriate extension of time has been accorded - where such extension is not futile from the outset - Asetronics shall have the right to make good the defects or to cause them to be made good at the supplier's expense or alternatively to rescind the contract without further formality. In any case Asetronics shall be entitled to claim further damages.
- 10.5 Should a defective shipment lead to an incoming inspection effort that is over and above the normal effort required, the supplier shall carry the associated extra costs.
- 10.6 The supplier shall be liable for any loss, damage or injury within the meaning of the product liability legislation that accrues to Asetronics or any third party as a result of the defective nature of products supplied.
- 10.7 The supplier shall be liable for ensuring that no intellectual property rights of any third party are infringed by Asetronics use of the goods or services supplied.
- 10.8 Where products or components supplied are subject to the intellectual property rights of third parties, the supplier guarantees that he has entered into a licence agreement with the holders of such rights, which permits the said products or components to be used freely in Asetronics apparatus and equipment.
- Art. 11 Spare parts / maintenance
- Unless otherwise agreed, the Supplier shall provide maintenance of the products and spare parts at a reasonable price for fifteen years after the final delivery of the products.
- Art. 12 Employee protection and equal treatment
- In respect of goods and services supplied in Switzerland, the supplier shall ensure that his employees enjoy the benefit of the employment protection provisions and proper working conditions (full-time or standard contracts of employment or, in default, the local or sector-standard working conditions). He shall also comply with the statutory requirements concerning the equal treatment of men and women.
- Art. 13 Assignment
- Rights and obligations arising from the contractual relationship between the supplier and Asetronics may be assigned to third parties only with the consent of the respective other party.
- Art. 14 Jurisdiction and applicable law
- 14.1 The laws of Switzerland shall apply and the Vienna Convention on International Sales is excluded. The court of jurisdiction is Berne.
- 14.2 Asetronics reserves the right also to pursue its rights in the courts of the supplier's place of business or before any other competent court.