

1. Application

These purchasing conditions of Phoenix Mecano Solutions AG ("PM") apply to all offers, orders, contracts, deliveries as well as services and work contracts of its contractual partners ("Suppliers"). The Supplier acknowledges them by accepting the order. Deviating or additional terms and conditions, in particular the Supplier's general terms and conditions of sale and delivery, shall only apply if they have been expressly agreed upon in writing between PM and the Supplier. Acceptance of the delivery or payments made by PM do not constitute acceptance of the Supplier's conditions. The regulations of the Swiss Code of Obligations shall also apply.

2. Order and Conclusion of Contract

2.1 Quotations from suppliers and the sending of plans, samples and models shall not be binding and shall be free of charge for PM, unless PM expressly agrees to payment. If a quotation is not limited in time, it shall remain binding until revoked.

2.2 Only orders placed or confirmed in writing by the PM purchasing department shall be binding. The same applies to any additions or amendments to orders, whether at the instigation of PM or the Supplier.

2.3 The Supplier shall immediately inform PM in writing of any technical changes compared to previous deliveries or to specifications. This entitles PM to change the order or to withdraw without being liable to pay compensation. The drawings enclosed with the order or registered drawings shall be binding for the execution of the order.

2.4 PM can request changes to deliveries and services, provided that the overall character of the deliveries and services remains unaffected and the new arrangements are reasonable for the Supplier. The change to the order shall be agreed upon in writing before execution. If additional costs or reduced costs arise or if it is necessary to adjust contractual time limits, this shall be agreed upon and set forth in writing, otherwise the originally agreed payment and the contractual time limits are deemed to be unaffected by the change to the order.

3. Materials, ownership, and confidentiality

3.1 Materials (documents, drawings, photographs, data carriers, films, plans, tools, models, raw or finished materials, and similar) which PM makes available or which the Supplier produces for PM for account of PM or which the Supplier purchases in its own name but for account of PM as well as all rights of use arising therefrom shall remain the exclusive property of PM and shall be immediately returned to PM upon request. The Supplier shall mark the materials accordingly. The Supplier shall store the materials at its own expense and in an appropriate manner and also maintain them and insure them against damage. The Supplier may only use the materials for the performance of the contract; in particular, the said is not entitled to use the materials for third-party orders, to copy or reproduce them in any other way, to publish them or make them accessible to third parties in any other way. The Supplier shall maintain tools and fixtures for the duration of the agreed service life at its own expense and repair or replace them if necessary.

3.2 If the Supplier obtains information during the preparation or execution of the work and knows or must assume under the circumstances that PM wishes to keep this information secret from third parties, the said shall be obligated to keep this information secret, even after the contractual relationship has ended

4. Prices and Payment

4.1 Unless otherwise agreed, the stated prices are fixed prices excluding Swiss VAT. Price increases are only possible by mutual written agreement. In the case of orders without fixed prices, PM shall be informed of the guide prices for approval before work begins. If the Supplier reduces its list prices before delivery, the agreed price shall be reduced accordingly. The prices defined above include all packaging, insurance, freight, and customs costs.

4.2 Invoices issued in Switzerland must comply with the formal requirements of the Swiss VAT legislation. In the case of deliveries of goods, the origin of the goods and the customs tariff number must be stated.

4.3 Unless otherwise agreed, payment shall be made only upon receipt of the goods at the place of destination and receipt of the invoice. The terms of payment shall be 2 percent discount within 10 days or 60 days net. Invoices shall be paid subject to the proviso that the deliveries and/or services prove to be in accordance with the order during the subsequent inspection. Our payment is deemed to have been made on the value date on which our bank account is debited.

5. Subcontractors and sub-suppliers

5.1 Subcontractors and sub-suppliers may only be called in after PM has been informed.

5.2 The Supplier shall be liable to PM for the deliveries and services of a subcontractor or sub-supplier in the same way as for its own.

6. Delay and type of performance

6.1 The Supplier shall be obligated to notify PM immediately and in writing of any circumstances it has identified or which can be identified by exercising due care which jeopardise the correct and timely execution of the work. If the Supplier breaches this obligation, it shall indemnify PM against any resulting damage and third-party claims. Timely notification of the hindrance of performance shall not discharge the Supplier from its liability pursuant to the provisions of these purchasing conditions and the law.

6.2 The agreed delivery dates shall be binding. If the Supplier realises that it will not be possible to deliver on time, the said shall notify PM immediately in writing, stating the reasons and the expected duration of the delay. If this delay is unacceptable to PM, PM shall be entitled to withdraw from the contract without the Supplier having any claim for costs.

6.3 The Supplier shall be liable for a contractual penalty of 1 percent per calendar week (but no more than 10 percent), calculated on the basis of the total amount.

The contractual penalty shall also be due if the performance is accepted without reservation. Payment of the contractual penalty shall not discharge the Supplier from its contractual obligations but shall be credited against the due compensation for damage.

6.4 PM may waive delivery after unsuccessfully setting a reasonable extension of time, unless this is futile from the outset. The right to assert further claims for damage is reserved in any case.

6.5 Early delivery is only permitted in agreement with PM. Part deliveries require the approval of PM. The periods allowed for payment shall be calculated from the date of proper performance.

6.6 Delivery shall be made DDP to the production site of PM in Stein am Rhein, Switzerland (ICC INCOTERMS 2000) unless PM has specified a different place of delivery in the order or the parties have not expressly agreed otherwise in writing.

6.7 The contractual products shall be packed and transported in accordance with commercial practice or in accordance with the instructions of PM.

6.8 The Supplier shall state our order and item number on all shipping documents and delivery notes. The Supplier must provide a certificate of origin (WVB, EUR1) for imported goods.

6.9 PM shall only check the delivery after its arrival at the place of delivery for compliance with the shipping documents and the presence of visible damage caused in transit.

7. Warranty / compensation for damage / product liability

7.1 The Supplier shall guarantee that the products do not have any defects which impair their value or suitability, that they have the assured properties and that they comply with the contractually agreed specifications and the relevant statutory provisions (e.g. approval regulations, ROHS, REACH, CE).

7.2 The Supplier shall carry out a comprehensive outgoing inspection before the goods are dispatched; PM is therefore released from the obligation to carry out a receiving inspection. The immediate inspection and reporting obligations pursuant to Art. 201 of the Swiss Code of Obligations shall not apply.

7.3 Unless the law or the Supplier provides for longer periods, the warranty period shall be 24 months. It shall commence upon delivery at the place of destination. If a joint acceptance inspection has been agreed, the warranty period shall commence upon successful completion of the acceptance inspection.

7.4 Any notice of defects provided within the warranty period is deemed to be legally valid. PM can submit a notice of defects during the entire warranty period.

7.5 If it becomes apparent during the warranty period that the delivery or parts thereof do not fulfil the guarantees set forth in Clause 7.1, the Supplier shall remedy the defects or have them remedied on site at its own expense or supply PM with a non-defective replacement. If the Supplier is in default despite a reasonable grace period - unless this is futile from the outset - PM shall be entitled to rectify the defects or have them rectified at the Supplier's expense or to withdraw from the contract without further action. PM can assert claims for further damage in any case. The regulations of the Swiss Code of Obligations shall apply in all other respects.

7.6 The Supplier shall be liable in accordance with the law for any product liability damage which is incurred by PM or a third party due to the defectiveness of the product. It shall also be obligated to indemnify PM at the first request from liability for damage arising from defective products to the extent that the Supplier is responsible for the damage and is liable to the injured party itself. The Supplier undertakes to take out appropriate product liability insurance.

7.7 The Supplier shall be liable for ensuring that the use of the goods and services provided by PM does not infringe any industrial property rights of third parties. If delivered products or components are subject to industrial property rights of third parties, the Supplier guarantees that it has entered into a license agreement with the holders of such rights which allows the free use of these products or components in PM's devices and systems.

8. Spare parts / maintenance

8.1 Unless otherwise agreed, the Supplier shall ensure the maintenance of the Products and the supply of spare parts for ten years after the last delivery of the products at reasonable prices.

9. Employee protection and equality

9.1 For services in Switzerland, the Supplier shall comply with the health and safety regulations and working conditions for its employees (collective and/or

standard contracts of employment where these are not in place, the customary local and professional working conditions). It shall also guarantee compliance with the statutory provisions for gender equality.

10. Compliance with import and export control regulations

10.1 The Supplier undertakes to comply all export control and sanctions regulations, customs laws and regulations applicable to the Joint Business, including applicable trade restrictions, embargoes and other restrictions on the import and export of goods, services, and information ("Export Control Regulations") that are applicable to the joint business transactions.

10.2 In particular, the Supplier undertakes to ensure that it, its beneficial owners, all their representatives, and other subcontractors used by them are not listed on any of the applicable sanctions lists as a sanctioned company and/or person.

10.3 At PM's request, the Supplier is obligated to provide the information and grant access to the documents that PM requires to verify compliance with the Export Control Regulations. The obligation also extends to information on subcontractors, insofar as this information is available to the company obligated to provide information or it is in a position to obtain it.

10.4 A breach of the Export Control Regulations is considered a breach of material contractual obligations and gives PM the right, but not the obligation, to take appropriate remedial action, such as conducting an audit or terminating the business relationship.

10.5 The Supplier shall also obligate its subcontractors to comply with and implement the requirements of the Export Control Regulations and ensure compliance with them by taking appropriate measures.

11. Legal succession

11.1 The rights and obligations arising from the contractual relationship between the Supplier and PM may only be transferred to a third party with the consent of PM

12. Place of jurisdiction and applicable law

12.1 Swiss law shall apply with the exclusion of the UN Convention on the International Sale of Goods. The place of jurisdiction shall be the competent courts at the registered office of Phoenix Mecano Solutions AG.

12.2 PM also reserves the right to assert its rights at the domicile of the Supplier or at any other competent court.

12.3 If individual provisions of these terms and conditions are invalid, void, or unenforceable, the validity of the remaining provisions shall not be affected. Invalid, void, or unenforceable provisions shall be replaced by provisions which correspond as closely as possible to the intended purpose.

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