

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

### 1. Validity

The General Conditions of Purchase are an integrated contractual element of all SAUTER's purchases, even if they are no longer expressly 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 General Conditions of Purchase.

Unless expressly accepted in writing, SAUTER does neither recognise any deviations from SAUTER's General Conditions of Purchase nor any suppliers' general conditions of sale. An accepted order confirmation shall be deemed to be a rejection of the supplier's terms of delivery indicated thereon, unless such terms are expressly accepted by SAUTER in writing.

### 2. General information

Every consignment shall be delivered in accordance with our guidelines for product packaging and delivery. The current version of these is available on our website.

SAUTER's order number and article number shall be indicated in any papers related to an order. Any invoices that do not indicate such details will be returned. If the paperwork associated 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 has been delivered to SAUTER. Alternatively, SAUTER may, at its sole discretion, also return the goods to the supplier.

All products must comply with the EU regulations 2011/65/EU (RoHS) and 1907/2006/EG (REACH) and shall be delivered in environmentally friendly packing.

Under-deliveries and excess deliveries will only be accepted upon express written agreement.

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

Orders shall be confirmed to SAUTER within 5 calendar days.

If necessary or agreed, the supplier shall offer and provide training or instruction prior to the delivery date or as agreed with SAUTER.

### 3. Delivery dates

The delivery dates requested by SAUTER are binding and are understood as the date on which the goods must be delivered at place of delivery.

### 4. Payment

Unless agreed otherwise, payments shall be made within 60 calendar days after delivery of the goods (including all papers) and the presentation of a respective invoice. For payments within 14 calendar days, a 3% discount shall apply.

### 5. Warranty and liability

#### 5.1 General information

The supplier expressly warrants to SAUTER that all supplied products: (i) are free of any defects that impair either their value or their ability to fulfil the intended or agreed usage, (ii) have all agreed features, characteristics and specifications, (iii) comply with all applicable laws (including, but not limited to, regulations, requirements and guidelines of authorities and industry standards) and (iv) meet the state of the art technology at the delivery date.

The warranty period is 5 years after the acceptance by SAUTER at the place of delivery. Concealed defects may still be claimed by SAUTER thereafter, provided that they are notified within 10 (ten) calendar days after discovery.

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 warrants 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 the respective declarations of conformity shall be supplied with the products. A manufacturer's declaration in accordance with EC-MD shall be supplied for products that are incapable of functioning on their own.

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

The supplier warrants to SAUTER that used products fulfil at least the requirements in accordance with article 24 of the regulations concerning the prevention of accidents and occupational diseases or illnesses (VUV). Furthermore, the supplier shall 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 instruction for the operating personnel and, if required, any protective gear to be worn.
- Information concerning maintenance and the required procedure in the event of malfunctions.

## **5.4 Control panels**

The supplier warrants to SAUTER that the products (i) have been constructed in accordance with the technical standards issued by the Swiss Association of Electrical Engineers (SEV) for low-voltage switch-gear assemblies and (ii) are 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 complied with for whatever reasons, all affected products shall be considered defective and the relevant contract shall be considered not properly performed. The same shall apply, irrespective of any fault on the part of the supplier, in the event of delay, impossibility or other breaches of duty. In all cases, SAUTER expressly reserves the right to claim damages. In addition, SAUTER shall be entitled, at its own discretion, to claim rectification of defects, substitute delivery, reduction of the purchase price or rescission from the contract. The supplier expressly waives its right to object in cases of delayed notification of defects.

SAUTER's warranty and liability claims shall also include an indemnification for any and all expenditure and costs associated with the rectification of defects, including, but not limited to, removal and refitting costs incurred by SAUTER's customers. Furthermore, the supplier shall indemnify and hold SAUTER harmless from and against any and all claims raised by third parties (including, but not limited to, injury to persons or damage to goods and property, including any related legal costs incurred such as court costs and attorneys' fees) which are caused or contributed to by the delivery of defective products or the supplier's improper performance of the contract by the supplier. All such claims can be made by SAUTER at any time. The warranty and liability claims shall expire at the earliest five years after the acceptance by SAUTER at the place of delivery.

## **6. Liability insurance**

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

## **7. Assignment**

Without SAUTER's written consent, any assignment (cession) of claims connected to the contracts concluded with the supplier shall be invalid.

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

All contracts between SAUTER and the supplier shall be governed, interpreted and construed by, under and pursuant to Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) and excluding the conflict of laws rules.

Any dispute, controversy or claim arising out of or in relation with a contract between SAUTER and the supplier, irrespective of the legal basis, shall be finally and exclusively decided by the ordinary courts in Basel (Switzerland). Place of performance for deliveries and payments shall be Basel (Switzerland).