

General terms of delivery

1. Definitions

Supplier: Component GmbH

Customer: The party ordering goods from the supplier

Party: Supplier or customer

2. General conditions

- 2.1. The contract shall come into effect upon receipt of the written order acknowledgement from the supplier.
- 2.2. General conditions of contract of the customer shall only be valid if expressly accepted in writing by the supplier.
- 2.3. Additionally, the current Incoterms issued by the International Chamber of Commerce in Paris shall apply.
- 2.4. All agreements and legally relevant declarations must be in writing.

3. Scope of delivery

The scope of supply is exhaustively set out in the order acknowledgement of the supplier. Partial deliveries are allowed.

4. Technical documents

- 4.1. Unless otherwise agreed, brochures and catalogues are not binding. Designs, drawings and technical documents are only binding insofar as they form an integral part of this contract.
- 4.2. The supplier retains all rights to designs, drawings and technical documents. The customer acknowledges these rights and shall not make such designs, drawings and documents available to any third party, either in whole or in part, nor use them for any purposes other than the agreed purposes without prior written authorisation by the supplier.
- 4.3. The supplier reserves the right to improve the documents at any time.

5. Regulations and standards

- 5.1. The customer shall, at the latest when placing the order, report to the supplier in writing on the legal, governmental and other regulations, standards and laws at the place of destination that need to be adhered to in the performance of the contract.
- 5.2. Without a written report as per clause 5.1, the supply is carried out in accordance with the common standards of the supplier and the customer is liable for claims arising from the violation of regulations, standards and laws according to clause 5.1.

6. Prices

- 6.1. Unless otherwise agreed, all prices are net, Ex works (EXW, Incoterms 2010) Baden, Switzerland, excluding packing, in Swiss currency CHF without any deduction whatsoever.
- 6.2. Any and all additional costs, such as for freight, insurance, fees for export, transit, import and other permits, and for certifications, shall be borne by the customer.
- 6.3. Value added tax shall be added at the then applicable rate.
- 6.4. Offered prices are not binding for additional orders.

7. Payment conditions

- 7.1. All amounts owed to the supplier are payable within 30 days of the invoice date. Payments shall be made to the supplier's account without any deductions and free of transaction charges.
- 7.2. In the event that payment by letter of credit is agreed upon, the customer shall bear the costs of opening, notifying and confirming such letter.
- 7.3. Payment shall be deemed made when all owed amounts have been made freely available to the supplier at his domicile.
- 7.4. The customer may neither withhold nor reduce payments due to complaints, claims or counterclaims not accepted by the supplier in writing.

- 7.5. If the advance payment or agreed payment security is not provided in accordance with the terms of the contract, the supplier shall be entitled to terminate the contract.
- 7.6. If the customer exceeds the agreed periods of payments, it shall be liable, without reminder and with reservation of the right to bring further claims, for interest at a rate depending on the terms prevailing at the suppliers domicile, but not less than 3 percent per annum. The contractual payment obligations continue to remain in force.
- 7.7. In case of reasonable doubt regarding the solvency of the customer, the supplier reserves the right to demand an advance payment or an appropriate security.

8. Reservation of title

- 8.1. The supplier shall retain ownership of the supply until receipt of full payment in accordance with the contract.
- 8.2. The customer shall take all measures necessary for the protection of the supplier's property and ensure that the title of the supplier is not prejudiced.

9. Delivery period

- 9.1. The delivery period shall commence as soon as the contract comes into effect and the advance payments due on placing the order have been made.
- 9.2. The delivery period shall be deemed to have been complied with if, before its expiry, the notice of readiness of the supply for dispatch has been sent.
- 9.3. Compliance with the delivery period is conditional upon the customer fulfilling all its contractual obligations to the supplier.
- 9.4. The delivery period shall be extended for a reasonable term if:
 - the information required for performance of the contract is not made available to the supplier in time or is incomplete, or if the customer subsequently changes such information
 - impediments exist which the supplier, despite the use of the required level of care cannot prevent, regardless of whether such impediments arise at the suppliers's, the customer's or a third party's premises. Such impediments include, in particular, significant operating breakdowns, accidents, labour conflicts, late or deficient delivery of raw materials, semi-finished or finished products, important work parts being rejected, measures taken or omissions by any state authorities, applicable national, EU or international rules of foreign trade law, force majeure such as war, terror attacks, rebellion
 - any other circumstances arise for which the supplier is not responsible
- 9.5. If delivery is not made on time, the customer may claim damages for delayed delivery if it can be proved that the delay was caused through the fault of the supplier. Damages for delayed delivery shall not exceed 0.5 percent for each full week of delay and shall in no event exceed 5 percent of the contract price of the part of the supply in delay.
- 9.6. After reaching the maximum damages for delayed delivery, the customer shall grant in writing a reasonable extension of time to the supplier. If such extension is not complied with for reasons for which the supplier is at fault, the customer may reject the delayed part of the supply and to terminate the contract. In such an event, the supplier shall refund solely the payments made for the parts of the supply affected by the termination.

10. Passing of risk

Risk shall pass on to the customer according to the Incoterm agreed or unless otherwise agreed, risk shall pass on to the customer upon shipment ex works. This shall also apply, if part-deliveries are carried out or a delivery is made carriage paid or if carriage is organised by the supplier and shall be invoiced additionally or along with the delivery of the goods by the supplier.

11. Inspection and acceptance of the supply

- 11.1. Insofar as it is normal practice, the supplier shall inspect the supply before dispatch. If the customer requests further testing, such as an acceptance test, this shall be agreed in writing and made at the expense and risk of the customer.
- 11.2. The customer shall inspect the supply within 14 days and shall immediately notify the supplier in writing of any defects. If the customer fails to do so, the supply shall be deemed to be accepted.
- 11.3. To the extent that the supplier is responsible for the notified defects, he shall remedy such defects as soon as possible, and the customer shall give the supplier sufficient opportunity to do so.
- 11.4. Acceptance shall also be deemed as having taken place:

- if the customer or its representative does not participate in a possible acceptance test; or
- if the possible acceptance test cannot be carried out on the date arranged for reasons for which the supplier is not responsible; or
- if the customer refuses to sign the acceptance report; or
- as soon as the customer puts the supply to use, places it in its warehouse or impliedly accepts the supply in any other way; or
- if the customer refuses acceptance without being entitled to do so.

11.5. All claims by the customer arising from or in connection with defects in the supply are regulated expressly and exhaustively by this clause 11. Other and further claims, in particular also fines or indemnifications for delayed deliveries are expressly excluded.

12. Warranty

12.1. Warranty period:

The warranty period is 24 months. The warranty period commences when the supply leaves the works. If the parties have agreed upon an acceptance test the warranty period commences when the deliveries or part-deliveries are accepted. In any case the warranty period shall end not later than 26 months after the notice of readiness of the delivery for dispatch was made by the supplier. The warranty period for repaired parts of the supply commences anew and lasts for 24 months after remedy of the defect or acceptance but shall end not later than 36 months after the notice of readiness of the primary delivery for dispatch was made by the supplier. The warranty period shall expire prematurely if the customer or a third party undertakes inappropriate modifications or repairs to the supply or if the customer, in the event of a defect, does not immediately take all appropriate steps to mitigate the damage or give the supplier the opportunity to remedy such defect within a reasonable period of time.

12.2. Liability for defects in material, design and workmanship:

Upon written request by the customer, the supplier shall remedy within a reasonable period any parts of the supply which, before the expiry of the warranty period, are proved to be defective or unusable due to defective material, faulty design or poor workmanship, provided that the customer has notified the supplier in writing of the defects during the warranty period and immediately after discovery. The customer shall give the supplier sufficient opportunity to carry out such remedial works. Replaced parts shall become property of the supplier.

12.3. Liability for warranted qualities:

The warranted qualities of the supply are only those qualities which have been expressly specified as such in the order acknowledgement. Such warranties are valid until the expiry of the warranty period. Evidence of the warranted qualities shall be provided by any possible acceptance test. If the warranted qualities are not achieved or only partially achieved, the customer may initially only require the supplier to carry out the necessary remedial works. The customer shall give the supplier the necessary time and opportunity to do so. If such remedial works fail completely or in part, the customer may claim such compensation as was agreed upon for such event, or, if such an agreement was not made, a reasonable reduction in price. If, however, the defects are so major that they cannot be remedied within a reasonable time and provided the supply cannot be used for its specified purpose, or if such use is considerably impaired, the customer may refuse acceptance of the defective part of the supply or to terminate the contract. In such event, the supplier is only liable for reimbursement of the sums paid to it for the parts of the supply affected by the termination.

12.4. Exclusions from the liability for defects:

The supplier is not liable if the supply does not comply with the provisions of the contract and that non-compliance is caused by the customer itself or a third party. If the supply does not comply with the contract, that non-compliance is deemed to be caused by the customer itself or a third party, in particular, if it was the result of improper installation, defective maintenance, failure to observe the operating instructions, excessive use, use of any unsuitable operating means, chemical or electrolytic influence or work not undertaken by the supplier itself. The supplier is furthermore not liable if the supply does not conform with the provisions of the contract as a result of, in particular, normal wear and tear, improper use by third parties, use of spare parts or material belonging to the customer or third parties, maintenance by third parties, natural disaster or accidents.

12.5. Subcontractors:

The suppliers liability for defects in respect of supplies and services provided by subcontractors required and nominated by the customer shall be no greater than such subcontractors' liability for defects.

12.6. Exclusivity of warranty claims:

Any warranty claims of the customer are expressly and exhaustively regulated by this clause 12. Other claims and further claims are excluded.

13. Export control

The customer acknowledges that the supply may be subject to Swiss and / or foreign statutory provisions and regulations regarding export control and, without export or re-export permits from the competent authorities, may not be sold, leased or otherwise transferred or used for a purpose other than that agreed upon. The customer agrees to comply with such provisions and regulations. The customer acknowledges that such provisions and regulations may change and are applicable to the contract according to the wording valid at the time. The supply may neither directly nor indirectly be used in any way in connection with the design, production, use or storage of chemical, biological or nuclear weapons or carrier systems.

14. Data protection

The supplier may, whilst performing the contract, process personal data of the customer. The customer agrees in particular that the supplier may disclose such data to third parties in Switzerland and abroad for the development and cultivation of business relationships.

15. Limitation of liability

- 15.1. All claims by the customer for damages not affecting the supply itself, such as damages for production interruption, loss of usage, loss of orders, loss of profits, claims by third parties or claims for indirect or consequential damage, irrespective of the legal basis for such claims, are excluded. The liability of the supplier arising from or in connection with the contract or breach thereof is limited to the sums paid by the customer for the supply provided.
- 15.2. Claims by the customer arising out of or in connection with the contract or the breach thereof are expressly and exhaustively regulated by these conditions. Other and further claims are excluded.
- 15.3. This limitation of liability shall not apply in the event of gross negligence or wilful misconduct by the supplier.

16. Right of recourse by the supplier

In the event of injury to persons or damage to property of third parties as a result of actions or omissions by the customer or its personnel for which the supplier is held liable, the supplier shall have a right of recourse against the customer.

17. Jurisdiction and applicable law

- 17.1. Place of jurisdiction shall be Baden / Switzerland. The supplier may, however, also bring an action before the courts at the customer's domicile.
- 17.2. This contract shall be governed by Swiss substantive law. The "United Nations Convention on the International Sale of Goods CISG" of April 11, 1980, shall not apply.