

# General terms and conditions of purchase

## 1. General

The contract between AG and the Supplier shall be concluded with the receipt of the written confirmation from the Supplier that it accepts the purchase order unchanged from Steinemann Technology AG ('Order confirmation for the purchase order'). The Supplier shall confirm the purchase order within 5 working days after its receipt by means of an order confirmation which must state all the relevant data, including order confirmation number, Steinemann item number, quantity, price and delivery date, as well as country of origin and customs tariff number. With the confirmation of the purchase order the Supplier shall accept these general terms and conditions of purchase. These shall take precedence in every case over the delivery terms and conditions of the Supplier, unless the latter have been expressly accepted by Steinemann Technology AG in writing. The same shall apply in particular to other conditions included in the quotations and order confirmations of the Supplier. All agreements and legally-relevant statements from the contractual partners as well as any amendments to the contract shall be made in writing in order to be valid.

## 2. Prices

Prices shall be considered as fixed prices in the currency stated in the purchase order, 60 days net, exc. VAT, DAP (Incoterms 2010), Delivered At Place (specified destination), including all taxes and duties as well as their customs charges, packaging, marking (§ 6) and the relevant technical documentation (§ 8). Any delivery terms and conditions that deviate from this shall be specified by the contractual partners in writing. Payments shall not represent an acknowledgement that the delivery or services are in accordance with the contract.

## 3. Invoicing and due date

The total price shall only be invoiced after the subject of the contract has been shipped and two copies of the invoice must be issued. Without any express written agreement to the contrary and subject to the contractual and defect-free delivery of the owed subject of the contract, the invoice shall become due 60 days after its issue, taking any discount granted by the Supplier into account. If the owed subject of the contract has defects, the total price shall become due for payment 60 days after the due and proper removal of the defect. Cash-on-delivery consignments or bills of exchange shall not be accepted. Any changes to the payment office shall be notified promptly by the Supplier.

## 4. Delivery Terms and Conditions

Delivery of the subject of the contract shall be DAP, Delivered At Place (Incoterms 2010). The delivery date stipulated by Steinemann Technology AG in the purchase order shall be binding. The Supplier must immediately inform Steinemann Technology AG if the delivery date cannot be complied with. If the delivery date is not met Steinemann Technology AG shall be entitled to insist on the fulfillment of the contract.

## 5. Place of performance

The place of performance shall be the delivery location stipulated in the purchase order. The place of performance for payments shall be the head office of the Supplier.

## 6. Goods labelling/marketing/delivery note

The Supplier shall commit to affix labels onto all delivery items so that they are easily legible on the product and on the internal and external packaging. For each delivery the Supplier shall commit to enclose a delivery note along with a label for each delivery item which contains the following information about the goods: A label that as a minimum specifies the Steinemann item number, purchase order number and quantity. The delivery note must also state the delivery note number and provide information about the number of packages, gross and net weight along with the dimensions (length x width x height).

## 7. Shipping, transportation and insurance

The Supplier shall be liable both for damages due to improper packaging and also for damages during transportation and any interim storage. Partial, remaining, advance and over/under deliveries must as mandatory be declared as such and are only admissible after the prior written or telephone consent of Steinemann Technology AG. Direct deliveries to customers of Steinemann Technology AG must be delivered in neutral packaging which stipulates our item number. Shipping documents must be enclosed with the shipment. On request, the Supplier shall notify Steinemann Technology AG of the transport number/packaging tracking number.

## 8. Documentation

Each delivery must comply with the standards and applicable regulations of the destination country. If so requested, the Supplier shall provide the relevant data sheets for all components in German or in English.

At a later date Steinemann Technology AG shall be entitled to demand certificates (e.g. declarations of conformity or incorporation) for the components supplied.

## 9. Warranty and removal of defects

Upon receipt we shall examine the goods for obvious defects, identity, shortfalls and transport damage. If internal guidelines so require, there will then be an internal quality inspection according to pre-defined inspection instructions. We shall immediately inform the Supplier of any defects as soon as we discover them. This is generally within 10 working days after receipt of the goods. In this regard the Supplier shall renounce the right of objection regarding delayed notice of defects.

The Supplier shall expressly guarantee that the delivery item is free from defects that may impair its value or suitability for the intended use, has the promised features and that the stipulated services and specifications comply with the relevant laws, regulations and other provisions.

Steinemann Technology AG shall be entitled to issue defect notices within the warranty period without adhering to a specific complaint period.

For replacement deliveries and repairs the same scope of warranty shall apply as for the delivery item itself with the warranty period for repaired or replaced parts starting to run from the point of the new delivery or commissioning.

In particular a payment by Steinemann Technology AG shall not signify an acceptance of the subject of the contract in relation to quantity and quality and shall not impair the right of complaint of Steinemann Technology AG in any way at all.

The warranty period shall be 24 months from the delivery date.

As soon as it receives the defect notice the Supplier shall undertake to remove all defects at its own expense, or to replace defective parts of the subject of the contract by others with a contractually agreed quality under the DAP Delivery-At-Place delivery terms and conditions in accordance with the purchase order (Incoterms 2010). The warranty period shall commence after the repair of the defect and the complaint period for the repaired/replaced part of the subject of the contract shall start once again.

If the Supplier does not comply with its warranty obligations immediately, or it does so incompletely, Steinemann Technology AG, at its discretion, shall be entitled either to insist on a due and proper defect removal, repair the defects internally at the expense of the Supplier, have these performed by a third party or to demand a price reduction or even to return the delivered subject of the contract with a reimbursement of the payments already made.

Steinemann Technology AG shall also reserve the right to assert compensation claims against the Supplier due to non-performance or defective performance. As soon as it receives an initial written notification of any legal dispute with a customer of Steinemann Technology AG, the Supplier shall immediately participate in the legal dispute. If Supplier does not participate in the legal dispute it shall be under the obligation to accept unconditionally all the concessions made by Steinemann Technology AG to the customer in relation to the subject of the contract delivered by it.

## 10. Transfer of property and risk

Risk shall be transferred to us when and to the extent that the delivery has been duly handed over to us at the specified destination and has been accepted by us. If the required shipping paperwork for a delivery has not been supplied in accordance with relevant regulations or has been supplied late, then the delivery shall be stored until this is received at the expense and risk of the Supplier.

## 11. Object of performance

The service provider shall commit to deliver/perform the delivery/service ordered by us in accordance with the contractual agreements. Deviations shall only be admissible with our written consent.

The service provider shall be responsible for ensuring that the delivery/service is performed using suitable materials and that it complies with recognised state-of-the-art, legal and official safety provisions as well as environmental regulations.

If the service provider makes any changes to the type of composition of the processed material or in the constructional design of its products or services in relation to earlier equivalent deliveries or services supplied to us, it shall commit to notify us of this situation in good time.

In principle amendments require our consent.

On our request, ordered items shall be delivered in such a way that the service provider or manufacturer is not identifiable for third parties. Company names or logos of the service provider or manufacturer shall not be stuck to the products without our written consent. However, in all cases the service provider or manufacturer shall be permitted to affix an identification number to the parts to be delivered.

## 12. Plans, instructions and manuals, technical documentation and means of production

Plans, instructions and manuals, technical documentation such as drawings, calculations etc and samples which are provided by Steinemann Technology AG to the Supplier shall be binding. The Supplier shall commit to examine the statements made by Steinemann Technology AG and to request clarification from Steinemann Technology AG if required. Steinemann Technology AG shall reserve all rights to the plans, instructions, technical documentation and documents that it supplies.

All copyrights shall remain the property of Steinemann Technology AG and must not be made accessible to third parties, nor copied nor used for purposes other than for the fulfilment of the contract with Steinemann Technology AG, except where Steinemann Technology AG has previously issued a written consent in this regard.

## 13. Patents and protective rights

The Supplier shall guarantee through the delivery or use of the subject of the contract delivered by it that no patent, protective or other third party rights are infringed and it shall commit to fully indemnify Steinemann Technology AG against all third-party claims. In the event of an infringement of patent, protective or other third party rights, Steinemann Technology AG shall be entitled, at its discretion, to withdraw from the contract and/or to assert compensation claims against the Supplier regardless of whether the infringement of third party rights is attributable to a fault of the Supplier.

## 14. Rights of withdrawal due to force majeure

If due to events of force majeure, industrial disputes, non-culpable interruptions in operations, unrest, official actions or other unavoidable events which occur after the conclusion of the contract, and where through no fault of our own there is a significant drop in the need for the ordered goods, we can withdraw from the contract, in full or in part, or demand the performance at a later time, without any claims being made against us by the service provider, if the said events are of more than an insignificant duration.

## 15. Safety and accident prevention/official and statutory requirements and regulations

At the time of delivery the subject of the contract item shall comply with current state-of-the-art, machinery protection legislation as well as with other applicable laws, standards and guidelines, in particular those relating to safety, accident prevention and limit values for radioactive contamination. The Supplier shall be liable for a period of 10 years for contractual infringements for any damages that occur due to insufficient compliance with relevant laws, standards and guidelines by itself or by its sub-contractors.

## 16. ROHS directive and REACH regulations

The supplier shall be responsible for ensuring that its goods comply with the respective applicable and valid provisions of the directive 2011/65/EU of the European Parliament (ROHS) and of the regulations (EC) 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of chemical substances (REACH regulations) and that its goods have been preregistered or registered after expiry of the transitional periods insofar as necessary under the provisions of the REACH regulations. The delivered goods shall only contain substances that have been pre-registered or registered after expiry of the transitional periods, insofar as the substance is not excluded from the registration as far as necessary under the provisions of the REACH regulations.

In line with the provisions of the REACH regulations the supplier shall provide safety datasheets or the information which is necessary according to Art. 32 REACH regulations. Upon request it shall provide us the information according to Art. 33 REACH regulations. Upon request the supplier provides certificates regarding the compliance with the ROHS directive of the delivered goods.

## 17. Confidentiality

The Supplier shall be forbidden to make any contractual agreements or any technical or commercial information that it receives within the context of the fulfilment of the contract, accessible to third parties without the written consent of Steinemann Technology AG or to use such information for purposes other than for the fulfilment of the contract. The fulfilment of the contract and/or the premature termination of the contract shall not absolve the Supplier from the continued compliance with the confidentiality obligation and usage restriction. Steinemann Technology AG shall reserve the right, in the event of an infringement of the confidentiality obligation or usage restriction, to demand compensation from the Supplier.

## 18. Advertising

The use for promotional purposes of a purchase order from Steinemann Technology AG or of the business relationship with Steinemann Technology AG shall only be permitted with the prior written consent of Steinemann Technology AG.

## 19. Additional conditions

The Supplier shall undertake to inspect the subject of the contract prior to shipment for completeness, functionality and quality. Goods rejected by Steinemann Technology AG shall be returned at the cost and risk of the Supplier. In this case the Supplier must immediately make a replacement delivery.

## 20. Usage of personal data

In relation to the European General Data Protection Regulation, the Supplier shall state its agreement that Steinemann Technology AG shall be entitled to process the personal data of the Supplier within the context of the business relationship between the parties or to transfer the data processing to third-parties in Switzerland and/or abroad. The Supplier shall give its specific agreement for Steinemann Technology AG to forward the personal data of the Supplier for the fulfilment and maintenance of the business relationship between the parties to a third party in Switzerland and/or abroad.

## 21. Place of jurisdiction and applicable law

The commercial court of the Canton of St. Gallen/Switzerland shall have exclusive responsibility for all disputes arising from, or in connection with, this Contract. Swiss law shall apply exclusively. As an exception we shall also be entitled to lodge proceedings against the service provider in its general court of jurisdiction.

## 22. Concluding provisions

The language of the contract shall be German or English. If the parties also use another language, the English wording shall prevail in accordance with the agreement. Swiss substantive law shall apply under exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

With the awareness of these underlying general terms and conditions of purchase, you also accept the following documents available on our website [www.steinemann.com](http://www.steinemann.com):

AN 650 - Packaging instruction  
AN 904 - Quality requirements for suppliers  
AN 906 - Inspection instruction for suppliers  
AN 907 - Inspection instruction for initial samples

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