

General Conditions of Purchase

1. Quotation

- 1.1 The gratuitous quotation must be valid for at least 90 days from the date of its receipt by the purchaser.
- 1.2 The price quoted must state expressly whether a reduction (discount, special reduction, turnover bonus) is granted or whether the prices are net. Costs for fixtures, gauges, tools etc. that must be specially manufactured are to be listed separately.

2. Order

- 2.1 Orders are only binding when made in writing. Oral/telephone agreements must be confirmed in writing. This is also valid for all modifications, supplements, specifications etc.

3. Prices

- 3.1 Prices are understood as fixed prices and are to be defined/identified in accordance with Incoterms 2000
 - domestic deliveries excluding VAT
 - export deliveries: excluding foreign VAT but including all other fees and duties.
- 3.2 Any transportation packaging costs as well as any rental, usage and exchange fees are to be listed separately.

4. Material deliveries (supplies) by the purchaser

- 4.1 Materials submitted without charge to the supplier by the purchaser in order to execute the order remains the property of the purchaser (until its installation or use) and is, where necessary, to be labelled and segregated. It is to be inspected by the supplier on delivery. Damage is to be reported to the purchaser immediately.

5. Samples, drawings, gauges, tools

- 5.1 Samples, drawings, operating materials, testing equipment, gauges and tools provided by the purchaser remain his property and may only be used to produce the quotation and/or to execute the order. They are generally to be returned to the purchaser after the contract is terminated. Operating materials that remain with the supplier must be inventoried, stored and maintained in an orderly manner.

6. Delivery deadlines

- 6.1 The delivery deadlines set by the purchaser are binding – even for partial deliveries. They are considered to have been upheld if goods have arrived at the purchaser by the set date and can then be accepted.
- 6.2 In the event that the delivery takes place earlier than agreed then the purchaser is entitled to pay the corresponding invoice within the payment term from the agreed delivery date.
- 6.3 In the event that express transportation is necessary due to late delivery (express package, courier services) then the supplier must pay the additional freight costs. Additional costs for express delivery that has not been requested will also be paid by the supplier.

7. Purchaser's right to withdraw

- 7.1 The purchaser is entitled to withdraw wholly or partially from the order in extraordinary circumstances. The purchaser will inform the suppliers of this form of withdrawal in writing.
- 7.2 In this case the supplier is entitled to compensation for work carried out or costs incurred, as well as a reasonable profit margin if this withdrawal does not take place because of non-fulfilment or insufficient fulfilment by the supplier.
- 7.3 Withdrawal costs must be fully justified and documented by the supplier. Payments to be made may not exceed the sum that the supplier would have been owed for fulfilment of the total order.
- 7.4 There is no entitlement to foregone profit for the part of the order that was not carried out.
- 7.5 The purchaser is only obliged to pay the demands in accordance with item 7.2 if the supplier delivers the work that has been started to him free of third-party rights or claims.
- 7.6 If the delivery is not according to the order or if delivery deadlines are not upheld then the purchaser is entitled, after granting a period of grace, to withdraw wholly or partially from the order. The purchaser is also entitled, in place of withdrawal, to demand a replacement delivery or improvement work from the purchaser. Transportation costs for returns or replacement deliveries will be paid by the supplier. The purchaser retains the right to claim compensation.

8. Shipping instructions

- 8.1 Shipping instructions will be issued by the purchaser. Each shipment is to be accompanied by a shipping note with the relevant order number. If goods are not sent directly to the purchaser then the purchaser must be supplied with a separate shipping note copy. The supplier must also issue all necessary shipping papers.
- 8.2 Shipment by courier paid by the purchaser is only permitted with prior agreement.
- 8.3 No transportation insurance, paid by the purchaser, may be agreed without prior written agreement.

9. Safety and environmental protection

- 9.1 The purchaser is to be supplied with current safety data sheets / material safety data sheets for all hazardous goods that are to be delivered, including the UN identification number.
- 9.2 The supplier must ensure that materials he delivers are in accordance with ROHS guideline 2002/95/EG. The purchaser is to be informed of any discrepancies in writing.
- 9.3 The supplier must ensure that his goods are in accordance with all valid safety and environmental protection requirements at the time of sale. The relevant documents and certificates may be

demanded by the purchaser at any time free of charge.

9.4 These conditions are also valid for services (e.g. on-site installations) by the supplier or by third parties contracted by him.

9.5 Relevant packaging and transportation regulations are to be strictly adhered to. The supplier is liable for the violation of valid requirements and must hold the purchaser harmless from all claims by third parties including authorities.

10. Place of fulfilment and transfer of risk

10.1 The place of fulfilment for the delivery is the destination named by the purchaser.

10.2 The transfer of risk will take place once the delivery arrives at the fulfilment destination.

11. Inspection and acceptance

11.1 The supplier must provide the purchaser with only inspected material that conforms to the order. Goods inspection can be undertaken by the purchaser based on supplied reports or a corresponding incoming goods inspection. Suppliers that are certified in accordance with ISO 900x will automatically deliver reports and certificates for each delivery or as expressly requested by the purchaser. The costs of these documents are included in the agreed price. The delivery is considered to have been accepted once the delivered and inspected materials have been cleared.

11.2 The submission of an inspection report with complaints is considered to be a notice of defects.

11.3 In the case of a justified notice of defects the purchaser can demand compensation for his costs independently of any claims for compensation or reductions in value.

11.4 Following orderly legitimisation, authorized representatives of the purchaser for the execution of inspections and audits have free access to all rooms where the object of the order is manufactured, inspected or stored. These personnel must be given all requested information and documents with regard to the object of the order.

12. Compensation

12.1 The purchaser retains the right to make the supplier liable for damage caused as a result of non-fulfilment or insufficient fulfilment of the order, even if the purchaser withdraws from the order.

13. Product liability

13.1 The supplier will release the purchaser expressly and completely from third-party claims and will compensate the purchaser for all damages resulting from product liability in connection with his deliveries and for which actions are brought against the purchaser.

14. Invoicing

14.1 The invoice must include the order number and the reference notes and be sent to the purchaser's address.

14.2 Each invoice item must include the duty tariff no. and note of the country of origin.

15. Payment

15.1 Payment is usually made within the agreed payment deadline following acceptance of the delivered materials, against invoice.

15.2 The purchaser retains the right to extend the agreed payment deadline in the event of delivery delays in accordance with the length of the delay.

16. Transfer and assignment

16.1 The claims against the supplier as a result of the order may not be transferred or assigned without the prior written agreement of the purchaser.

17. Protection of confidentiality

17.1 Contractual parties will treat all information as confidential that is neither common knowledge nor freely accessible. Confidentiality is to be protected before order agreement and remains after termination of the contractual relationship. Statutory information obligations are reserved.

17.2 If the supplier wishes to advertise or publicise this contractual relationship then he requires the written agreement of the purchaser.

18. Guarantee

18.1 The supplier guarantees as a specialist that the material possesses the assured characteristics and that its use for the intended purpose will not cause any impairing physical or legal defects.

18.2 The material guarantee is generally valid for 12 months from material acceptance. Discovered defects will be contested by the purchaser within 30 days in writing.

18.3 The supplier continues to be liable after expiry of the material guarantee for hidden defects that are contested in writing within 30 days of their discovery.

19. Applicable law / place of jurisdiction

19.1 Swiss law is valid subsidiary to the general conditions of purchase. The Vienna sales convention is expressly excluded.

The court of jurisdiction is the location of the headquarters of ABNOX AG.

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ABNOX AG

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