

# General Sale and Delivery Terms and Conditions

## 1. General Provisions

- 1.1. These General Sale and Delivery Terms and Conditions of the company BBC Bircher Automation AG (hereinafter referred to as "the Supplier") are binding, if the Supplier refers to them in its price quotation or in the purchase order confirmation. Different terms and conditions of the Purchaser are applicable only when the Supplier expressly accepts them in writing.
- 1.2. All agreements and substantial statements of the contractual parties must be done in writing, in opposite case they are invalid.

## 2. Price Quotation and Contract Conclusion

- 2.1. The contract is considered to be concluded, if its receipt is confirmed by the Supplier in writing after the purchase order has been delivered.
- 2.2. The price quotations are binding for the term of validity as stated therein.

## 3. Scope of Supply

- 3.1. The purchase order confirmation is decisive for the scope, execution, and performance of the supply. The material or performance not stated in the purchase order confirmation shall be invoiced additionally.

## 4. Technical Documentation and Data

- 4.1. The Supplier hereby reserves all rights to technical documentation and data provided to the Purchaser. The Purchaser hereby recognizes these rights and declares not to allow access to those documents and data to third parties without the Supplier's approval in writing, and not to use them for a different purpose from the purpose that the Purchaser was provided with them for.
- 4.2. In case that the price quotation is not followed by the purchase order award, the documents and data provided by the Supplier in relation to the price quotation shall be returned to the Supplier on its request.

## 5. Regulations Applicable in the Country of Destination

- 5.1. The Purchaser is obliged to make the Supplier aware, at least at the moment of the purchase order sending, of legal, official, and other regulations and standards referring to the supply execution and performance, operation, and health and injury prevention.

## 6. Prices

- 6.1. Unless explicitly agreed otherwise in writing, the Supplier's prices are understood to be net prices ex works CH-8222 Beringen (Switzerland) in Swiss Francs (CHF), without packing, transport, insurance, certificates, assembly, installation and commissioning.
- 6.2. If the Supplier is obliged to pay any legal fees (e.g. VAT, customs, fees, etc.), it is entitled to additionally charge these fees at any time.
- 6.3. In case the costs amount, which constituted the base of the calculation, changed in the time between the contract conclusion and the goods acceptance, the Supplier is entitled to modify the prices stated in the purchase order confirmation accordingly until the purchase order awarded is fully accomplished.

## 7. Payment Conditions

- 7.1. The purchase price is payable as follows:
  - 7.1.1 Net 30 days after the notice of the goods readiness for shipping and invoicing.
  - 7.1.2 In case of supplies abroad the Supplier may require payment against the issuance of an irrevocable letter of credit confirmed by a Swiss bank defined by the Supplier. Potential bank costs are to the Purchaser's debit.
- 7.2. The method of payment shall be agreed in the price quotation, or in the purchase order confirmation.
- 7.3. The Purchaser shall settle the payments to the Supplier in in Swiss Francs (CHF) without deduction of discounts, expenses, taxes, and any other charges and fees. Different payment conditions shall be agreed separately.
- 7.4. In case of a payment default the Supplier hereby reserves the right to immediately stop the planned supplies and it is entitled to charge the Purchaser with an interest on late payment at the amount of the bank discount rate determined by the relevant national bank applicable in the relevant country of the Purchaser, with an increase of 5 % p.a.

## 8. Reserve of Ownership

- 8.1. The Supplier hereby reserves the right of ownership to the supply until it is fully and complete paid for. The Purchaser is obliged to take necessary actions in relation to the Supplier's ownership protection.
- 8.2. The Supplier is entitled, at the Purchaser's cooperation, to have the right to reserve the ownership registered in the relevant register.

## 9. Delivery Terms

- 9.1. The delivery term starts running by the purchase order delivery to the Supplier and after a complete agreement upon technical matters.
- 9.2. The delivery term shall be adequately extended in the following cases:

in case that the data needed for the purchase order execution are not delivered to the Supplier in time, or they are additionally altered by the Purchaser;

in case that payment terms are not observed, at a delayed opening of the letter of credit, or in case that the necessary import licenses are not delivered to the Supplier in time;

in case that there appear obstacles, which the Supplier will not be able to avert despite the necessary efforts have been taken, notwithstanding these obstacles appear on the Supplier's, Purchaser's, or a third party's side. Obstacles of this type are considered to be events caused by interference of force majeure, such as epidemics, mobilization, war conflict, commotion, grave breakdown of operation, accidents, conflicts and industrial disputes, delayed or faulty supplies of necessary raw materials, semi-products, or complete products, discontinuation of important parts, official actions, or neglect, and effects of natural elements.

# General Sale and Delivery Terms and Conditions

## 10. Return of Material

10.1. Without the Supplier's consent in writing it is not admissible to send back to the Supplier any material stated in the delivery note. If it is necessary, at the Supplier's discretion, to send the material back, the Supplier shall notify the Purchaser whether the material should be sent to the Supplier's factory to the address CH-8222 Beringen (Switzerland), or to some of the Supplier's subsidiaries. The Purchaser shall send the material without any charges and fees to the address as stated by the Supplier.

## 11. Supply, Transport and Insurance

11.1. The products supplied by the Supplier shall be carefully packed. The costs related to the goods packing shall be charged to the Purchaser's debit. The Purchaser has not the right to require a back receipt of the packing material, or disposal of the products supplied by the Supplier.

11.2. Special requirements related to the shipping and insurance of the goods are to be announced to the Supplier in time. The goods will be shipped through a carrier determined by the Purchaser. In case of the goods export from Switzerland the carrier is obliged to take all preventive export measures. If the Purchaser determines no particular carrier, the Supplier, at its own discretion, will authorize a carrier to ship the goods. The expenses incurred in relation to the additional costs shall be in that case invoiced to the Purchaser.

11.3. The transport shall be performed on the Purchaser's account and risk. Potential complaints related to the transport must be immediately announced by the Purchaser to the last carrier at the delivery of the supply or transport documents.

11.4. All preventive import measures related to the import to the country of destination must be taken by the Purchaser or its agent.

11.5. The Purchaser is obliged to conclude an insurance contract for damage of any kind. The costs related to the insurance contract conclusion are to the Purchaser's debit, even if it is the Supplier that is obliged to conclude the insurance contract.

## 12. Supply Inspection and Acceptance

12.1. The Purchaser is obliged to perform the inspection of the supply within eight days from its delivery and announce the potential defects to the Supplier in writing. In the opposite case the supplies and the performance provided are considered to be approved.

## 13. Guarantee and Liability

13.1. The Supplier guarantees that the products supplied do not show any manufacturing and material defects.

The Supplier provides the guarantee of the correct function of the instruments and equipment supplied for the period of 2,200 operational hours, however, for 24 months at the longest (counted from the goods shipping date). In case of a faulty product the Purchaser may require a substitute supply within the guarantee period from the supply execution, or from the notice of readiness for shipping.

13.2. Promised properties are understood to be only such properties that are expressly so stated in the purchase order confirmation, or in the specification of requirements /technical specification. This promise is only valuable until the guarantee period elapses. If the product defect is caused by material, manufacturing, or design defects, the Supplier shall provide, as a part of the guarantee performance, either the faulty part repair, or a substitute performance on the Supplier's own option. Potential time spent on the journey, travel costs and transport costs are to the Purchaser's debit.

13.3. From the Supplier's guarantee and liability the damage is excluded, which was not provably caused by a faulty material, wrong design, unprofessional workmanship, or other cause that Supplier bears the responsibility for.

13.4. The Supplier hereby reserves the right to make design changes of its products, if such changes result in improvement. However, the Supplier is not obliged to make such changes also of the products supplied earlier.

13.5. In case of third parties' products supply the sub-suppliers' guarantee conditions are applicable.

13.6. The guarantee does not apply to parts subject to natural wear and tear.

13.7. Technical defects do not entitle the Purchaser to delay the settlement of the due payments. If the Purchaser gets in default, the Supplier is not bound by guarantee obligations until the Purchaser's payment obligation is not fulfilled.

13.8. All cases of the contract infringements and their legal consequences as well as all Purchaser's claims, notwithstanding the legal reason due to which the Purchaser will claim them, are finally regulated by these terms and conditions. Excluded are especially all and every not expressly stated claims for indemnity, price reduction, contract cancellation, or withdrawal from contract. Excluded is liability for consequential damage, if this is not in contradiction with the mandatory provisions of the manufacturer's liability for the product defects. All and every claims resulting from the guarantee must be announced to the Supplier in writing in the guarantee period.

## 14. Jurisdiction and Governing Law

14.1. The venue of jurisdiction and the venue of performance for both parties is the place of the Supplier's registered office. The Supplier is, however, entitled to take the Purchaser to the court at the place of the latter's registered office. Applicable is the law of Switzerland with exclusion of the Vienna Convention on the international purchase of goods.

Effective from 1 Juni, 2018