

General Conditions of Purchase for deliveries and services to the companies within the Leister Group

1 Applicability

These general conditions of purchase apply to all purchases by Leister AG or one of its subsidiary companies (hereinafter referred to individually as a "Buyer" and jointly as "Leister Group").

2 Conclusion of the contract

Any contracts entered into between the supplier and the Buyer shall exclusively be subject to these General Conditions of Purchase. Any general conditions of purchase of the supplier shall hereby be rejected.

Any orders, agreements and amendments shall only be binding if they have been made or confirmed by the Buyer in writing. Any covenants shall expressly be confirmed by the Buyer by means of a written addendum to the contract.

Any orders and calls for delivery shall be deemed accepted if the supplier does not object to such in writing within two weeks from their receipt.

The supplier shall keep the existence of the contract confidential. It may only indicate the Buyer or Leister Group as a reference towards any third parties with the written consent of the Buyer.

3 Prices

The prices agreed upon shall be fixed and shall apply free address of the Buyer including any packaging and freight charges but excluding any applicable VAT.

The Buyer shall reserve the right to accept or reject any excess or short deliveries.

4 Proof of origin

Upon the request of the Buyer, the supplier shall immediately provide any proofs of origin including any required information and duly signed.

The supplier shall immediately notify the Buyer if any delivery is entirely or partially subject to export restrictions under Swiss or any other law.

5 Dates, delays

The supplier shall immediately notify the Buyer if it becomes aware that the agreed dates cannot be met for any reasons whatsoever. Its obligation to meet the agreed dates shall not be affected by such notification.

If the supplier is in default and a reasonable grace period set by the Buyer has expired without results, the Buyer may have the delivery not yet made by the supplier made by a third party at the expense of the supplier. Alternatively, the Buyer may withdraw from the contract after a reasonable grace period set by it has expired without results.

The legal regulations of the UN Sales Convention shall apply in addition to the above provisions.

6 Quality

The delivery shall meet the specifications agreed upon. The supplier shall continually adjust the quality of its products to be supplied to the Buyer to the latest state of the art and inform the Buyer about any options for improvements and technical amendments.

The supplier shall hereby agree to quality audits to be carried out by the Buyer or any representative appointed by it with the participation of the customer of the Leister Group, if required, in order to evaluate the effectiveness of its quality assurance system.

7 Warranty

The warranty period shall amount to 24 months from the delivery unless otherwise agreed upon in the contract.

The supplier shall remedy any defects free of charge – including any ancillary costs – by means of subsequent improvement. If this is impossible or if it is not reasonable for the Buyer to accept such improved parts, the supplier shall replace the defective parts by flawless ones free of charge.

In the event of faulty delivery and provided that this is reasonable for it, the Buyer shall give the supplier the opportunity to fulfil its obligation to remedy any defects before the supplied parts are processed or installed.

For urgent matters or if the supplier is in delay with the rectification of defects, the Buyer may carry out the required measures itself or have such carried out by a third party at the expense of the supplier. The Buyer shall notify the supplier before carrying out such measures. If this is impossible, the measures required in order to avoid any damage may for urgent matters be carried out without such prior notification. In such event, the Buyer shall notify the supplier as soon as possible. The warranty obligation shall remain unaffected; this shall not include any defects that can be attributed to measures carried out by the Buyer or any third party.

If such rectification of defects is impossible or not reasonable for the Buyer, the latter may request a cancellation of the contract or a reduction of the purchase price.

Any warranty claims shall become statute-barred after 12 months from the notification of defect, however not before the expiry of the warranty period.

Any applicable legal regulations shall apply in addition to the above provisions.

8 Product liability

If any claims from product liability are raised towards the Buyer or any other member of the Leister Group under Swiss or any other law, the supplier shall indemnify the Buyer and the Leister Group to the extent it would be liable itself. Any contractual liability of the supplier shall remain unaffected.

The supplier shall be liable for any measures taken by the Buyer and the Leister Group for the avoidance of damage, e.g. recall campaigns, to the extent it is legally obliged to do so.

The Buyer shall immediately notify the supplier if it intends to claim on it under the above provisions. The Buyer shall give the supplier the opportunity to examine the event of damage and to agree with it on any measures to be taken, such as settlement proceedings.

9 Drawings, construction documents, tools

Any drawings and other documents, devices, models, tools and other means of production that are provided to the supplier shall remain the property of the Leister Group.

Any tools, devices and other means of production may only be used with the equipment / machines provided for such. Any adjustments, repairs and other changes may only be made with the written consent of the Buyer. Any tools, devices and other means of production that are out of service shall be conserved and deposited with the supplier or the Buyer under optimum conditions.

The above objects may neither be scrapped nor made available to third parties, e.g. for the purpose of production, without the written consent of the Buyer. They may not be used for any purposes other than those agreed upon, e.g. for delivery to third parties. They shall carefully be stored by the supplier at its own expense on behalf of the Buyer during the implementation of the contract.

The Buyer shall reserve any rights in drawings or products that have been made based on its instructions and in any processes developed by it.

10 Payments

If deliveries are accepted early, payments shall become due based on the agreed date of delivery.

No payments made by the Buyer shall be deemed an acceptance of the accounting.

Given the written consent of the Buyer, any claims raised by the supplier under this Agreement may be assigned to third parties.

The Buyer may offset any claims raised towards it by the supplier against any claims to which it is entitled towards the supplier.

11 Place of performance, severability, place of jurisdiction, applicable law

The place of performance for any deliveries shall be Sarnen.

If any provisions of this Agreement are ineffective, this shall not affect the validity of the remaining provisions.

The place of jurisdiction shall be Sarnen. However, the Buyer may also sue the supplier at the latter's general place of jurisdiction.

The provisions of this Agreement shall exclusively be supplemented by the UN Sales Convention.