

## General purchasing conditions

### 1. Offer

- 1.1. Bidding is free of charge.
- 1.2. The offer has to be valid for at least 60 days from the date of arrival at the purchaser.
- 1.3. On quotation, any deduction (discount, special rebate, sales bonus) or net prices have to be expressly stated. Costs for equipment, calibres, tools, etc. which have to be produced specially but which are not shown separately are considered as included in the price.

### 2. Order

- 2.1. Orders are only binding if placed in writing and with legal signature. The same specification is valid for verbal / telephonic agreements, agreements by E-Mail and for any modification, addition, specification, etc.

### 3. Prices

- 3.1. Prices are fixed and are to be defined / identified according to Incoterms2000. For material: not including costs for transport packaging and possible charges for rental, use and exchange of transport units.
  - for inland deliveries: exclusive of VAT
  - for deliveries abroad: exclusive of foreign VAT, but including all other foreign fees and charges.

### 4. Material deliveries by the purchaser

- 4.1. Any necessary material supplied free of charge by the purchaser remains in his possession. If possible, it has to be marked and separated. It has to be controlled by the supplier on receipt. Deficiencies have to be notified to the purchaser in writing and within 5 working days. Otherwise, the delivery of the material is considered as free of faults.

### 5. Samples, drawings, calibres, tools

- 5.1. All samples, drawings and equipment like testing units, calibres and tools provided by the purchaser remain in his possession. Their use is restricted to the elaboration of the offer respectively to the execution of the order. Unless otherwise agreed, they have to be returned to the purchaser after execution of order. Equipment remaining in hands of the supplier have to be taken stock, kept safe and maintained. All other use (e.g. for a third party) requires a prior written permission by the purchaser.

### 6. Delivery dates

- 6.1. The delivery dates fixed by the purchaser are binding, also in case of partial delivery. They are considered as kept if the purchaser receives and accepts the merchandise until the fixed term.
- 6.2. In case of delivery ahead of schedule, the purchaser is authorised to settle the corresponding bill only within the agreed delivery term and to charge possible storage costs.
- 6.3. In case a faster transport (express item, courier service) due to delayed shipment of the delivery is necessary, the supplier pays the additional freight costs. Extra costs for not-demanded express items are also on supplier's account.
7. **Right of withdrawal for the purchaser**
  - 7.1. The purchaser is authorised to withdraw completely or partially from the order at any time. Such a withdrawal is to be made in writing by the purchaser to the supplier.
  - 7.2. In case of work or charges, the supplier qualifies for compensation and an appropriate profit margin, unless such a withdrawal takes place due to non-performance or default of the supplier.
  - 7.3. Charges of withdrawal are to be completely substantiated and documented by the supplier. The payments to be settled must not exceed the amount due to the supplier in case of completion of the entire order.
  - 7.4. A claim for missed profit on the part of the order which is no longer to be effected is not applicable.
  - 7.5. The purchaser is obliged to settle the debts according to par. 7.2 only as far as the supplier surrenders him the started work free from third parties' rights or claims.
  - 7.6. If the delivery is not conform to the order (incl. delivery dates), the purchaser qualifies to withdraw completely or partially from the order, after having granted a respite. Instead of withdrawal, the purchaser is also entitled to require replacement delivery or rectification from the supplier. Transport charges for returns or replacement deliveries are on supplier's account, claim for damages reserved.

### 8. Shipping instructions

- 8.1. All shipping instructions are given by the purchaser. A consignment note with the according order number has to be enclosed to each shipment. If the merchandise is not delivered directly to the purchaser, he receives a separate copy of the consignment note. In addition, the supplier issues all necessary shipping documents.
- 8.2. Shipments by courier services on purchaser's account are only permitted according to prior agreement.
- 8.3. Without prior written agreement, no transport insurances on purchaser's account may be concluded.

### 9. Dangerous goods / Environment protection

- 9.1. For all dangerous goods to be delivered, the purchaser has to be provided with current Safety Data Sheets / Material Safety Data Sheets incl. The UN-number for identification.
- 9.2. The supplier is responsible that his goods conform to all safety and environment protection requirements being valid at the time of sale. The purchaser can request the corresponding documents and proofs at any time and free of charge.
- 9.3. This determination is also valid for any work (e.g. installation on site) effected by the supplier or by third parties charged by the supplier.
- 9.4. The effective packing and transport instructions have to be strictly followed. The supplier is liable for any regulatory violation. He has to indemnify the purchaser from all claims of third parties or authorities.

### 10. Place of delivery and transfer of perils

- 10.1. The place of delivery is the destination named by the purchaser.
- 10.2. The transfer of perils takes place after arrival and acceptance of the delivery on the place of delivery, unless otherwise stipulated by the Incoterms2000 applicable.

### 11. Inspection and acceptance

- 11.1. The supplier has to provide the purchaser only with material inspected and conform to the order. The inspection of the merchandise can be effected by the purchaser based on enclosed certificates or on according goods inwards inspection. Suppliers certified by ISO 9001 provide unasked to every delivery all according or by the purchaser requested certificates. The costs for these documents are included in the agreed price. After approval of the delivered and inspected material, the delivery is considered as accepted.
- 11.2. The delivery of a test report with complaints is considered as letter of complaint.
- 11.3. Authorised representatives of the purchaser have free access to all rooms in which the ordered material is produced, tested or stocked. After correct identification, they qualify for inspections and audits at any time, without prior notice. On demand, they obtain any necessary information about the item ordered and may see into the documents.
- 11.4. This determination is also valid for representatives / quality auditors of clients of the purchaser or certified quality auditors charged by the clients.

### 12. Damage compensation / penalties

- 12.1. The supplier is liable for damages resulting from non-performance or default of the order. This determination is also valid in case of withdrawal of the purchaser. It includes, amongst others, penalties incurred by the purchaser.

### 13. Products liability

- 13.1. The supplier releases the purchaser explicitly and completely from third parties' claims and indemnifies the purchaser for all damages caused by the products liability in connection with his deliveries. Against third parties' claims due to products liability including costs for product recalls, the supplier has to insure up to an amount of max. CHF 5.000.000.- per damage and max. CHF 10.000.000.- per year, incl. Costs for mounting / demounting in case of security-relevant product defaults max. CHF 2.500.000.- per damage and max. CHF 5.000.000.- per year. Local validity is worldwide. When required by the purchaser, the supplier presents the insurance contract and the payment of the insurance rates at any time.

## General purchasing conditions

### 14. Invoicing

- 14.1. The invoice has to be provided with the order number and the reference notes. It has to be sent to the purchaser's address.

### 15. Payment

- 15.1. As a rule, payment is effected within the fixed term of payment and after acceptance of the delivered material.  
In case of delivery delay, the purchaser is entitled to extend the agreed term of payment according to the arising delivery delay.

### 16. Assignment and pledging

- 16.1. The claims of the order incurred by the supplier may neither be assigned nor pledged without prior written agreement of the purchaser.

### 17. Protection of confidentiality

- 17.1. Both contract parties treat confidentially all information being neither evident nor public domain. Confidentiality is to be protected yet before ordering and persists after termination of the contractual relationship, legal information requirements reserved.  
If the supplier wants to advertise with this contractual relationship or make it public, he needs the written agreement of the purchaser.

### 18. Guarantee

- 18.1. As a specialist, the supplier guarantees that the material has the ensured properties and that it shows no physical or legal faults affecting its efficiency for the required use.  
The material guarantee is valid for at least 24 months from the start-up of the vehicle/unit. Possible faults are claimed by the purchaser within 30 days.  
Also after expiration of the material guarantee, the supplier continues to be liable for faults having occurred within guarantee period. The purchaser has to claim faults in writing within 30 days after expiration of the material guarantee.

### 19. Abandonment of production by the supplier

- 19.1. In case the supplier abandons production of the contract products, has no longer the ability or refuses to supply directly/indirectly FBT AG, the supplier is obliged to provide FBT AG with the Know-how necessary for the production of the contract products (design drawings, parts lists, assembly instructions, documents of sources of supply, tools, diagrams, testing units, etc.) on terms to be fixed by the supplier.  
In such case, FBT AG is authorised to start production immediately and without further conditions or to charge third party.

### 20. Spare parts

- 20.1. The supplier guarantees full supply of FBT AG of spare parts and documents necessary for the service (drawings, spare parts lists, etc.) for a period of fifteen (15) years from run-out of series.  
Delivery of these spare parts has to be carried out within maximal 2 weeks after order. As per agreement of the contract parties, the planning of the expected demand of spare parts in the current production takes place yet before the actual run-out of series of the contract products.  
By adaptations of lot size and stocks (Last Buy) of the contract products, costs for spare parts supply are to be minimised.  
As far as it concerns parts not being produced by the supplier himself but being purchased by sub-suppliers, these sources of supply are to be documented. Furthermore, the parts have to be specified so that mistaken repeat orders with the sub-suppliers are impossible.

### 21. Applicable law / jurisdiction

- 21.1. Applicable law consists of the present general purchasing conditions, the individual contract and the Swiss law. The application of the UN Convention Contracts for the international Sales of Goods (Vienna Sales Convention) is excluded. Places of jurisdiction are the courts being responsible for the purchaser. The purchaser can take legal actions on the domicile of the supplier.

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