

General Purchasing Terms and Conditions of UT99 AG

(Status October 2018)

1. General Information

- 1.1 These General Purchasing Terms and Conditions ("GTCP" below) apply for all deliveries to UT99 AG ("UT99" below) and all other services provided for UT99 AG. These GTCP form an integrated component of the contract concluded between UT99 and the supplier. Any Delivery and/or (General) Terms and Conditions of the supplier which differ from those of UT99 apply only if explicitly accepted in writing by UT99.
- 1.2 Contract partner of the supplier is UT99 AG, Schaubenstrasse 5, 8450 Andelfingen, Switzerland, Phone: +41 52 397 11 99, E-mail: einkauf@ut99.ch.

2. Orders / order quantity

- 2.1 The contract is concluded with the receipt of the written (respectively incl. email, fax and similar) supplier confirmation of acceptance of the order (order confirmation).
- 2.2 All deliveries shall be in the quantities and batch sizes ordered. Partial deliveries and deviations from ordered batch sizes require written prior approval from UT99, even if such quantity deviations are standard in the sector.
- 2.3 If the ordered goods are not available, or not available in the ordered quantity, UT99 reserves the right to withdraw the order without implying a contract having been concluded. Any payments already made for the goods ordered shall be refunded in this case to UT99.
- 2.4 If, after conclusion of the contract with the supplier, it emerges that the ordered goods cannot be delivered in part or in whole as a result of force majeure or other reason for which the supplier is not to blame, UT99 is entitled to withdraw either in part or in whole from the contract. Any payments already made for the corresponding goods shall either be refunded in full to UT99 (in the case of complete withdrawal) or in relation to the undeliverable goods (in case of partial withdrawal). UT99 may assert further claims arising from full or partial withdrawal from the contract.
- 2.5 In the case of force majeure, e.g. war, work dispute, uprising, natural events, fire, official sequestration, embargo etc., UT99 reserves the right to change or annul the order.

3. Prices

- 3.1 The prices are fixed and inclusive of statutory VAT, prepaid recycling fee and any copyright fees. VAT must be stated separately on the supplier's invoices. Dispatch, packaging, assembly and any further secondary costs (e.g. supplements for the selected payment method) must be stated separately by the supplier.
- 3.2 Subsequent price increases will not be accepted in principle. If the calculation base for prices confirmed in writing changes during the execution of the order due to e.g. levies, customs increases or currency fluctuations, adjustments or alterations of , this must immediately be reported to UT99 in writing. If prices are increased, UT99 reserves the right to withdraw from the contract.

4. Delivery conditions

- 4.1 The delivery must reach UT99 on the agreed delivery date. If the supplier anticipates that a prompt delivery will be wholly or partly impossible, UT99 must be notified immediately with details of the reason and the expected duration of the delay. Partial or advance deliveries are permitted only with the explicit agreement of UT99.
- 4.2 In the case of non-compliance with the delivery dates, the supplier shall provide UT99 with a new delivery date. UT99 is further entitled to annul the order at no cost in the event of non-compliance with the delivery date on the part of the supplier. The supplier is liable for any losses or damage as a result of lateness and/or non-fulfilment irrespective of culpability.
- 4.3 In the case of the dispatch of goods to UT99 the risk transfers to UT99 on arrival of the ordered goods at the agreed delivery point/designated location (DAP Incoterms 2010). The supplier insures of the goods against damage in transit and transport loss to the extent of the actual damage but at least to the value of the goods at the time of the order. For the purpose of verification of the claims against the freight forwarder and/or the insurer, UT99 will check the goods for integrity and completeness on acceptance of the delivery within a reasonable period. UT99 shall notify the supplier immediately of externally visible damage in transit or quantity differences. UT99 must inform the supplier on any damage or quantity differences which are not externally visible to the supplier within a reasonable period following discovery.

5. Payment conditions

- Payment is made after receipt of the goods at the designated location according to agreement and/or on invoicing. Invoice payment does not imply a waiver of warranty claims by UT99 according to article 7. In the case of defective delivery UT99 may withhold payments until the defects are remedied.

6. Packaging and shipping

- 6.1 The supplier is responsible for proper packaging. The supplier is obliged to insure the goods till handover at the designated location (see article 4.3). Loan packaging invoiced is not paid for but is returned carriage paid.
- 6.2 Unless otherwise agreed the goods shall be delivered by the most cost-effective route. In the event of missed deadlines the supplier is responsible for the additional costs of express transportation.

7. Warranty

- 7.1 With the order confirmation the supplier ensures the required characteristics of the ordered goods. A guarantee is provided for the safe and competent delivery of materials best suited for the purpose of the order. Any instructions in the order, on drawings etc. must be taken into consideration and adhered to precisely.
- 7.2 The warranty period is 24 months from the start of intended use and/or processing on the part of UT99 or, if the supplier has also undertaken the assembly, on completion of assembly. UT99 checks the goods for quality deviations within a reasonable period of time within the context of its normal business activity; complaints are deemed prompt if received by the supplier within a reasonable period following discovery of the defect. All the statutory warranty claims of UT99 shall be maintained.
- 7.3 UT99 reserves the right, in the event of insufficient quality of the goods, including in the case of partial deliveries, to choose between withdrawal from the contract in full, demanding a reduction of the purchase price or a credit note or replacement delivery or giving the supplier the possibility of rectifying the defect as soon as possible. In the case of replacement deliveries the warranty period according to article 7.2 restarts. In urgent cases or in the case of delayed delivery by the supplier, UT99 is also entitled, without prejudice to further claims, to rectify the defect itself or appoint a third party to do so at the cost of the supplier. Damage compensation claims are unaffected; the supplier is liable for damage caused by defective deliveries or due to any other defective service provision, irrespective of culpability.

8. Third party liability

The supplier is liable for any damage (incl. secondary damage) which UT99 suffers due to the product delivered by the supplier and/or any other services provided by the supplier, and holds UT99 harmless from any and all blame in relation to any and all services provided in connection with the delivered product or legitimate claims made by third parties against the supplier. Throughout the entire period of delivery to UT99 the supplier shall hold product liability and operational liability insurance which covers the risks from liability against UT99 and the indemnification of UT99 to a reasonable level. Evidence of the insurance cover shall be shown to UT99 on request.

9. Legal warranty

The supplier furthermore guarantees that there are no third party rights, particularly patent and/or copyrights, which would exclude or limit the unlimited use of the delivery items by UT99 and its customers.

10. Copyright and documents

- 10.1 Drawings, calculations, models, utility models and all other documents and/or software provided to the supplier remain the property of UT99. These may not be made accessible in any form to third parties without written consent from UT99. Tools, equipment etc. paid for by UT99 remain the property of UT99. They must be stored properly and insured against all damage. These may not be changed or destroyed or made accessible to third parties without written consent from UT99.
- 10.2 If the supplier supplies UT99 together with the ordered goods and/or services any software which UT99 requires for the use of goods and/or services of the supplier, the supplier hereby guarantees UT99 unlimited licence to use the software. Any fee for the use of the software is included in the price for the goods and/or the services according to article 3 or agreed separately.

11. Environmental and occupational safety, safety, archiving

- 11.1 The supplier is responsible for ensuring that its products and services at the time of the delivery to UT99 comply with the relevant applicable environmental, safety and occupational safety regulations/provisions along with other conditions.
- 11.2 Products delivered to UT99 must correspond to the regulations of the «REACH» list.
- 11.3 The supplier is obliged to keep development, manufacturing, test and proof documents safely archived for at least 10 years.
- 11.4 The supplier is obliged to comply with the «UT99 Code of Conduct for Suppliers».

12. Concluding provisions

- 12.1 If a clause in these GTCP is or becomes invalid, unlawful or unenforceable, this shall not affect the validity of the other clauses.
- 12.2 Substantive Swiss law excluding the conflict of laws and international law, in particular the UN Sales Convention, is exclusively applicable.
- 12.3 For all obligations arising out of these GTCP and the main contract which refer to these GTCP, the registered office of UT99 shall be deemed to be the place of performance. The exclusive venue for any disputes arising out of or relating to these GTCPs or otherwise arising out of the relationship between the supplier and UT99, irrespective of their legal nature, is the registered office of UT99. UT99 is nevertheless alternatively entitled to assert claims at the domicile of the supplier.
- 12.4 The German version of these GTCP takes priority in the event of a conflict with the version in another language.