

General Conditions of Purchase

(valid from 01.07.2016)

General Conditions of Purchase (GCP) of the Debrunner Koenig Group and its respective holdings

1. Scope of Application

These General Conditions apply to all purchase transactions effected by any and all organisational units of the Debrunner Koenig Group (hereinafter "DKG"). Any other agreements, including other General Conditions, shall be legally binding only if acknowledged by DKG in writing as part of the contract.

2. Offers

All offers shall be free of charge for us, even if they have been made upon our request.

3. Orders

Orders, contracts, delivery schedules and agreements as well as any amendments or additions must be issued in writing.

Orders are to be confirmed in writing within three (3) days. The order confirmation is not binding. The contract is effective as of the receipt of the order by the supplier.

Assignment of orders to third parties is only permitted with prior written approval by DKG and must be treated confidentially.

4. Prices and VAT

The prices listed in the orders are fixed prices including VAT and not including packaging for delivery DAP to the designated destinations (INCOTERMS 2010). VAT must be indicated separately.

5. Delivery Date / Delivery Default

The delivery date is the due date. The delivery must be made on the agreed date at the designated destination.

The Supplier is immediately in default if the delivery date is exceeded. The Supplier shall immediately inform DKG of the reasons for the delay and the presumed duration of the delay. The Supplier shall at its own cost do everything necessary to avoid delivery delays.

Delayed deliveries are subject to contractual penalties. The acceptance of a delayed delivery does not waive the right to enforce contractual penalties. We also reserve the right to claim damages that exceed the amount of the contractual penalty.

6. Delivery / Documentation

Partial, advance, incomplete or excess deliveries may not be made without express consent by DKG. Deliveries must generally be notified 24 hours in advance.

Each delivery must be accompanied by bills of delivery and shipping documents indicating our reference details. Additional documents such as measurement reports, factory certification, documents of origin, test certificates, test reports, declarations of conformity, or any other quality criteria, must be included with the delivery and also submitted in advance to DKG in digital form. The delivery is only considered complete when all necessary documents in accordance with the order are handed over.

When delivering hazardous substances (legislation on hazardous substances), it must be ensured that DKG is provided with the current applicable safety data sheets. For goods that fall under the Chemicals Risk Reduction Directive (ChemRRV), RoHS Directive or the REACH Regulation, DKG must receive a valid, duly signed confirmation of compliance with their provisions prior to delivery. Corresponding confirmations may be downloaded under www.dkg.ch.

7. Packaging /Transport of Dangerous Goods

The Supplier is responsible for proper packaging of the goods. The packaging is to be selected so as to protect the goods from damage or corrosion during transport as well as for a foreseeable storage period of maximum 60 days.

If DKG requires special packaging or containers, these shall be made available to the Supplier. The Supplier undertakes to request the required amount of packaging or containers in a timely manner from DKG, returning these immediately after use. Any packaging or containers provided by DKG, either free of cost or paid, may only be used by the Supplier for the agreed purpose.

DKG is entitled to return the packaging and containers delivered by the Supplier for disposal at no extra charge.

Where applicable, the Supplier agrees to comply with the provisions of the ADR (European Agreement Concerning the International Carriage of Dangerous Goods by Road).

8. Transfer of Benefit and Risk

Unless otherwise agreed, all benefits and risks are transferred to DKG with the acceptance of the goods at the designated destination.

9. Inspection and Acceptance of Goods

Unless otherwise agreed, the goods will be inspected and approved within 5 days after delivery at the designated destination.

10. Terms of Payment

Unless otherwise agreed, invoices shall be paid within 45 days of acceptance of the goods.

Invoices are to be issued in one copy only. For each delivery, a separate invoice must be issued indicating the corresponding order number. The invoice must include the price, VAT, delivered quantity of goods, the order number, the customs declaration number and the country of origin for each item level. Invoices without these specifications shall be rejected and result in a complaint.

11. Warranties and Product Liability

The Supplier guarantees that the goods have the promised characteristics and required specifications, meeting relevant laws and requirements. The Supplier shall ensure this for example through careful monitoring of the production and control processes. This guarantee applies irrespective of whether the good were produced by the Supplier or a third party.

The statutory warranty period of 2 years, and where applicable 5 years, shall run from the date of acceptance of the goods by DKG. A complaint shall be deemed timely if made within the warranty period.

The Supplier undertakes at its own cost to immediately repair or replace defective goods, per the choice of DKG. For replaced or repaired parts, the warranty period starts anew upon acceptance. If the defect is not remedied or the goods replaced immediately, DKG is entitled to remedy the defect or have it remedied by third parties at the Supplier's expense.

DKG reserves the rights to assert statutory warranty claims, in particular claims for damages with regard to defective goods.

The Supplier shall take out sufficient product liability insurance. DKG is entitled to request proof of such insurance at any time.

12. Intellectual Property Rights

The Supplier guarantees that the delivered goods and their use by DKG do not violate any intellectual property rights. The Supplier shall indemnify and hold harmless DKG and its customers from any third-party claims arising from violation of intellectual property rights in connection with the delivered goods.

13. Ethical and Lawful Corporate Governance

DKG is committed to ethical and law-abiding company management and expects this as well from its suppliers. The Supplier confirms that it and its subcontractors meet the "Code of Conduct" standards established by DKG. The DKG "Code of Conduct" can be downloaded at www.dkg.ch.

14. Performance /Applicable Law / Jurisdiction

Place of performance for deliveries and services is the plant of the respective DKG company. Swiss substantive law shall apply for all conflicts arising between the Supplier and DKG, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods from 11 April 1980. Place of jurisdiction is the domicile of the respective DKG company. DKG reserves the right to sue the Supplier at its domicile or residence.

15. Amendments

We reserve the right to change these General Conditions of Purchase (AEB) at any time without notice. The most current (valid) version can be found at www.dkg.ch.