

# WEIDMANN

## General Terms and Conditions of Purchase

### 1 General provisions

The following Conditions of Purchase apply to all orders for goods and services of any type, which are placed by Weidmann Electrical Technology AG (hereinafter referred to as "PURCHASER") with the recipient of the order (hereinafter referred to as "SUPPLIER"). Other terms and conditions apply only if they have been expressly recognized in writing by the PURCHASER. The acceptance of deliveries or services or payment by the PURCHASER does not mean consent to the terms and conditions of the SUPPLIER. Insofar as special contracts, namely quality assurance agreements (QAA) have been agreed between the PURCHASER and SUPPLIER, the provisions of those contracts have priority. They are supplemented through these General Terms and Conditions of Purchase to the extent that this is required for their interpretation. The PURCHASER does not owe any remuneration for quotations submitted by the SUPPLIER. If the latter deviate from the PURCHASER's inquiry, express reference must be made to this.

### 2 Code of Conduct

In accordance with Weidmann's "Code of Conduct for SUPPLIERS", the PURCHASER expects its SUPPLIERS to comply with Weidmann's values as stated therein. Furthermore, the PURCHASER expects its SUPPLIERS to act in accordance with the following principles, which have been defined and adopted in view of its responsibilities towards stakeholders and the environment:

- comply with all applicable laws, including but not limited to prohibiting child labor
- prohibit corruption
- respect basic human rights of their employees
- take responsibility for the health and safety of their employees
- act in accordance with applicable statutory and international standards regarding environmental protection
- the request, that these values are implemented/observed in their own supply chain as well.

### 3 Formation of a contract

Delivery contracts (framework agreements or orders and order confirmations) and delivery call-offs (based on a framework agreement) as well as their amendments and supplements require the written form. Delivery call-offs can also take place through remote data transmission. The order is to be confirmed in writing immediately by the SUPPLIER. If the SUPPLIER does not reject the order within 10 working days of receipt, then the order is considered to be confirmed. For framework contracts, the quantities and types to be delivered are to be notified by the PURCHASER through separate call-offs. These call-offs are binding unless they are rejected by the SUPPLIER within 3 calendar days of receipt (other provisions in the framework agreement remain reserved).

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Obvious erroneous orders or parts of the latter can be corrected by the PURCHASER at any time by means of a written statement. The PURCHASER is liable, if applicable, for breach of faith (negative interest in the performance of the contract). The items for delivery will be ordered in accordance with the quotation of the SUPPLIER or in accordance with the specification of the PURCHASER. The SUPPLIER must examine whether the descriptions in the order are correct and whether the material satisfies the specific function he is familiar with. If the SUPPLIER has concerns about the suitability of the material ordered for the use intended, the PURCHASER must be informed immediately.

The SUPPLIER must not pass on order to a third party for performance without the consent of the PURCHASER.

## 4 Prices

The agreed prices are always fixed prices, insofar as nothing to the contrary has been agreed.

The value added tax is to be shown separately, insofar as it is incurred.

If there are no special agreements, the agreed prices apply DDP premises Rapperswil (INCOTERMS 2010).

## 5 Delivery date

Agreed dates and deadlines are binding and must be complied with exactly. The decisive factor for compliance with the deadline for deliveries of goods is the time when the SUPPLIER provides the delivery in accordance with Section A4 of the applicable INCOTERMS. If it is evident that an agreed delivery date cannot be adhered to, then the SUPPLIER is obliged to inform the PURCHASER of this immediately and to indicate the expected duration of the delay in delivery. This does not change the binding nature of the deadline. The PURCHASER is not obliged to accept partial deliveries or deliveries before the agreed date.

If the SUPPLIER suffers a delay, he owes the PURCHASER a penalty for non-performance amounting to 1 % of the total order value per started week of the delay, however no more than 5 % of the total order value. Art. 190 Swiss Code of Obligations (OR) is ruled out. In the event of a delay, the PURCHASER is entitled to statutory claims.

If the PURCHASER is prevented from accepting deliveries or services as a result of force majeure, the date of acceptance will be postponed by the duration of the force majeure. If acceptance is not possible for more than six months owing to force majeure, the PURCHASER is entitled to withdraw from the contract. In this case the SUPPLIER is not entitled to claims for compensation.

## 6 Delivery and performance

The place of performance for deliveries or services is the location determined by the PURCHASER; if there is no express indication, it is the premises of the PURCHASER in Rapperswil SG, or Ennenda GL, Switzerland, depending on which factory issued the order.

Delivery is to be undertaken DDP premises in Rapperswil or Ennenda (INCOTERMS 2010), insofar as no other agreements were made.

A delivery note is to be included with every delivery. Apart from the usual information, this delivery note must indicate the exact description, the quantity delivered, the item number and if applicable the reference and order number of the PURCHASER.

If deliveries take place by train or freight forwarder, the above-mentioned data is also to be shown on all consignment notes, other paperwork accompanying the goods and/or customs documents.

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For deliveries of hazardous goods, the SUPPLIER must ensure that the relevant regulations are satisfied until the goods arrive at their destination.

All the products to be delivered are to be labelled with the relevant item number so that it is easily visible. Different legal concepts do not entitle the SUPPLIER to interrupt performance.

## **7 Acceptance of delivery or service**

The PURCHASER is not obliged to undertake a comprehensive quality control on receipt of the goods. He will examine incoming deliveries for obvious transport damage and immediately notify the carrier. The PURCHASER will also check the identity and quantity of the goods and any deviations are to be notified to the SUPPLIER within 10 working days. Any defects the PURCHASER discovers at a later quality check (generally random checks) he will notify within no more than 10 working days after detection. Other or supplementary regulations in the QAA remain reserved.

## **8 Warranty**

For the use of best quality material, appropriate high quality workmanship, appropriate design and problem-free installation the SUPPLIER will assume a warranty of 24 months as of commissioning at the customer's site of the PURCHASER, at the longest 36 months after delivery. In the event of the existence of defects, the PURCHASER has the right at his discretion to request rectification, alteration or a price reduction, in appropriate cases also a replacement delivery free of charge with perfect materials. In urgent cases the PURCHASER is entitled to arrange for a third party to replace and improve damaged parts and rectify damage that has occurred at the expense of the SUPPLIER. In addition, the PURCHASER has the statutory entitlement to compensation.

Hidden defects are to be notified to the SUPPLIER within 10 working days of their discovery.

## **9 Invoicing**

Invoices are to be submitted to the PURCHASER electronically (per email or as a PDF) and/or in accordance with the provisions mentioned in the order for every delivery or service.

Every invoice must also show the exact description, the quantity delivered, the item number and if applicable the reference and order number of the PURCHASER, in addition to the normal information.

The duration of the payment period (also for a cash discount deduction) is interrupted if the processing of the invoices encounters difficulties because of the lack of this data.

## **10 Payment**

Insofar as nothing to the contrary has been agreed, the PURCHASER is permitted to pay the agreed price within a period of 90 days from receipt of the invoice. If he pays within 30 days, he can deduct a discount of 3 % from the invoice total. Payment will be made using the method of payment selected by the PURCHASER. Payment does not mean recognition of the delivery or the service as being in accordance with the contract or without any faults.

Assignment or offsetting of claims on the part of the SUPPLIER is expressly excluded. Assignment and offsetting with the written consent of the PURCHASER remain reserved.

If the PURCHASER and SUPPLIER have agreed an advance payment by the PURCHASER, the SUPPLIER will provide a bank guarantee from a Swiss bank for the corresponding amount when first requested to do so. This is to be scheduled up to 60 days after the delivery.

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## 11 Industrial property rights and secrecy

The SUPPLIER assures the PURCHASER that the items delivered by him do not infringe any Swiss or foreign industrial property rights (patents, designs, trademarks, copyright etc.) and guarantees the full freedom and permission of their use and trade in Switzerland and abroad. In the event of a claim being asserted against him by a third party owing to an infringement of Swiss or foreign industrial property rights, the SUPPLIER undertakes to release the PURCHASER with regard to the items delivered from all claims and to compensate for the losses of the PURCHASER.

Order documentation, drawings, models, samples, etc. which the PURCHASER makes available to the SUPPLIER to complete the order, remain the property of the PURCHASER and must neither be passed on to a third party nor used by the SUPPLIER for his own purposes without the written consent of the former. They are to be protected from unauthorized inspection or use.

The SUPPLIER undertakes to maintain confidentiality regarding the technical data as well as other commercial and technical information, which he becomes aware of through the business relationship with the PURCHASER. Such knowledge must be used only in connection with the implementation of orders for the PURCHASER and be made accessible only to those employees whose involvement is required to implement the order. These employees are to be obliged to maintain confidentiality.

## 12 Privacy Policy and Data Processing

When entering into a business relationship, the CLIENT provides WEIDMANN with the following personal data:

- Title, name, surname of the CLIENT's representatives/data subject having contact with WEIDMANN
- Email addresses of the representatives/data subjects
- Address
- Telephone number of the representatives/data subjects
- Additional info needed for maintaining a business relationship

WEIDMANN collects the personal data:

- to identify the CLIENT
- to fulfill on the CLIENT's orders
- to correspond with the CLIENT
- for invoicing
- for possible warranty handling as well as for the enforcement of potential claims against the CLIENT

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Data processing is conducted based on the wish of the CLIENT to fulfill its order and satisfy the contractual obligations. Therefore, data processing is reasonable and justifiable according to Art. 6 Abs. 1 lit. b GDPR . For technical reasons, it can be required that data is saved on servers of other companies associated with WEIDMANN or WEIDMANN's contractors (who are appointed as per specification of art. 28 GDPR).

The personal data of the CLIENT's representative is being saved as long as the business relationship is in place and at least ten years beyond.

According to GDPR the CLIENT can rely on the following rights:

- right of access to the data by the data subject, see art. 15 GDPR
- right to rectification of the data, see art. 16 GDPR
- right to erasure the data, see art. 17 GDPR
- right to restriction of processing the data, see art. 18 GDPR
- right to data portability, see art. 20 GDPR
- right to lodge a complaint with a supervisory authority, see art. 77 GDPR

The CLIENT's representative/data subject shall have the right to object (according to Art. 21 GDPR) at any time to processing of its personal data, based on grounds relating to his or her particular situation and/or on basis of a legitimate interest, according to art. 6 Abs. 1 lit. f GDPR. This right to object can be exercised by sending an email to [data-protection@weidmann-group.com](mailto:data-protection@weidmann-group.com).

In return, the CLIENT is obliged to comply with the GDPR of the EU as well as other locally applicable laws, regulations and provisions. In case of violation of those laws and regulations, the CLIENT agrees to hold WEIDMANN harmless from any damage occurred.

## **13 Tools / Devices / Models**

Any resources made available by the PURCHASER on loan are to be handled with care and returned in a perfect condition without any discussion when the order has been completed. Use by a third party is forbidden.

The items handed over are to be stored and maintained appropriately and insured by the SUPPLIER at his expense against any damage.

## **14 Material procurement by the customer**

Materials made available to the SUPPLIER are and remain the property of the PURCHASER. The SUPPLIER waives acquisition of ownership in accordance with Article 726 f Swiss Civil Code (ZGB). Such materials are to be stored in a clearly arranged manner and separately from other materials as the property of the PURCHASER, insured adequately against fire, water, theft and catastrophes at the expense of the SUPPLIER and must be used only appropriately.

## **15 Contractual penalties**

Agreed contractual penalties (penalties for non-performance) can be deducted by the PURCHASER, insofar as they are due, from the amount invoiced by the SUPPLIER or offset against the accounts receivable of the SUPPLIER.

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## **16 Insurance coverage**

The SUPPLIER has to conclude and maintain an operating and product liability insurance that covers all liable claims in connection with/associated with the services or products of the SUPPLIER. This insurance must cover a minimum of CHF 3 Mio per event. Upon request, the SUPPLIER has to give evidence on the before-mentioned at least once a year. The transportation insurance has to be finalized according to the delivery conditions.

## **17 Partial invalidity**

Should individual provisions of these General Terms and Conditions of Purchase be or become ineffective in full or in part, the remaining provisions will remain in effect. The provision that is ineffective in full or in part is to be replaced in this case by a valid provision, which is as close as possible to the economic purpose of the ineffective provision.

## **18 Disputes**

The ordinary courts have jurisdiction for the consideration in court of disputes arising from or in connection with the contractual relationship. The exclusive place of jurisdiction is Rapperswil SG, Switzerland.

## **19 Applicable law**

Swiss law alone is applied to any disputes arising from orders from or other agreements with the PURCHASER.

Rapperswil, August 2, 2018