

**1. General**

- 1.1 Our orders shall only be binding if they are placed in writing. Verbal and telephone agreements are confirmed by us in writing. This shall also apply to all amendments, supplements, specifications, etc.
- 1.2 These terms and conditions shall apply to all our purchasing obligations unless otherwise agreed in writing in individual cases. Conditions of the supplier shall only be valid for us if and to the extent that we have expressly agreed to them in writing.
- 1.3 Should business transactions with a supplier be primarily conducted using the EDI procedure, the applicable terms and conditions must be agreed in writing in advance. In doing so, both the business partners and the transactions involved shall be listed.
- 1.4 Subsidiaries, associated companies and group companies shall also be deemed to be third parties within the meaning of these terms and conditions.

**2. Custom-made products**

Insofar as our order concerns the individual manufacture of small parts and components within the meaning of a contract for work and services (Art. 363 et seq. of the Swiss Code of Obligations), we shall, in the case of a design or development order, be entitled to the intellectual property and the exclusive use of all design and development results in this respect without restriction. The designs and developments may not be made available to third parties, either in whole or in part, nor used for our own or other purposes without our express written consent.

**3. Documents and aids (supplies)**

- 3.1 Documents provided by us (drawings, documentation, test and delivery specifications, etc.) and other operating and auxiliary materials (samples, models, etc.) shall remain our property and shall be marked accordingly.
- 3.2 Upon conclusion of the contract, the Supplier authorizes us to have the reservation of title to the aforementioned items registered in the official registers in accordance with the relevant national laws and to comply with all relevant formalities. He shall take all measures necessary to protect our property.
- 3.3 The aforementioned documents may not be duplicated or made available to third parties without our express written consent and may only be used to fulfill our order and not for other purposes. The documents and aids shall be returned to us undamaged at our request at any time, but no later than upon delivery of the goods, or, if expressly agreed, shall be held in safekeeping by the supplier until revoked.
- 3.4 The Supplier shall be liable for any damage to our property and shall therefore undertake to store and handle the documents and resources appropriately and to insure them against possible damage in consultation with us.

**4 Prices and terms of payment**

- 4.1 The agreed prices are fixed prices. Price changes and reservations in this respect shall only be binding if and to the extent that they have been expressly acknowledged by us in writing.
- 4.2 Each delivery shall be invoiced immediately upon dispatch. A separate invoice showing the value added tax and reference to our order reference shall be issued for each delivery. Invoices without this information will be rejected. C.O.D. charges will not be accepted.
- 4.3 Our payments shall be made irrespective of any inspection of the goods upon their arrival at the place of destination. Our payments or partial payments shall therefore not constitute an acknowledgement of quantity, price and quality. Our legal claims in this respect shall therefore remain fully protected even after payment for the goods has been made.
- 4.4 The assignment of existing claims against us as well as offsetting against counterclaims shall not be permissible.

**5 Deliveries and Services of the Supplier**

- 5.1 The quantities stipulated in our orders shall be complied with. We reserve the right to make surplus parts available to the supplier against full compensation of our sales and, in the case of shortages, to insist on fulfillment of the ordered quantity.
- 5.2 The Supplier warrants that it will deliver goods free from defects in title and quality, in perfect condition and using perfect raw materials, suitable for the intended use. This includes in particular compliance with official and statutory safety regulations of the country of manufacture and destination.  
 We are entitled to make defective goods available to the supplier and to demand faultless replacement.  
 Subcontracting to sub-suppliers shall only be permitted with our written consent.
- 5.3 Deliveries from suppliers and sub-suppliers are subject to our quality assurance system in accordance with ISO9001 / ISO13485. Our suppliers and sub-suppliers are assessed accordingly.

**6. Counterfeit Products**

- 6.1 Seller is hereby notified that Swisstronics protection against shipments of suspect/counterfeit items is of particular concern.
- 6.2 If items specified in this Purchase Order have a part or model number, product description, and/or industry standard referenced in the Purchase Order, Seller represents that the items supplied by Seller are in compliance and meet all requirements of the latest version of the applicable manufacturer's data sheet, description, and/or industry standards, unless otherwise specified.
- 6.3 If Seller is not the manufacturer of the goods, Seller shall use reasonable efforts to ensure that the items supplied under this Purchase Order are manufactured by the original manufacturer and comply with the applicable manufacturer's data sheet or industry standard.

<b>Swisstronics</b> <b>Contract Manufacturing AG</b> IMS Integriertes Management System	Form <b>W4-5-1E</b>	Version: 1
	<b>General Terms and Conditions of Purchase</b>	Page 1 of 3

- 6.4 In the event Seller desires to supply an alternative of an item that may not fully comply with the requirements of this paragraph, Seller shall notify Swisstronics of any exceptions and obtain Swisstronics written approval prior to shipping the alternative items to Swisstronics.
- 6.5 If suspect/counterfeit items are provided under this Purchase Order or found in any of the delivered goods, pursuant to this Agreement, such items will be disposed of by Swisstronics and/or the original manufacturer and will be returned to Seller, if applicable, in accordance with the warranty provisions applicable to the Purchase Order. Seller shall promptly replace such suspect/counterfeit items with items that meet the requirements of the Purchase Order.
- 6.6 If Seller has knowingly supplied suspect/counterfeit items, Seller shall be reasonably liable for costs incurred by Swisstronics in removing, replacing, and reinstalling such goods in accordance with the warranty provisions applicable to the Purchase Order.

**7 Packaging and Shipping**

- 7.1 The packaging shall be adapted to the goods and the intended mode of transport. Environmentally friendly packaging materials are to be preferred. Any loss of or damage to goods caused by defective packaging shall be borne by the supplier.
- 7.2 Each delivery / partial delivery shall be accompanied by a delivery bill with details of our order number, article number and goods description, net and gross weights and/or exact quantities. Partial deliveries shall be designated as such.
- 7.3 All relevant documents relating to the order shall contain at least our order reference number.

**8 Delivery Dates, Delivery Periods, Delay in Delivery**

- 8.1 The delivery dates and delivery periods determined by us (also in the case of partial deliveries) shall be binding. They shall be deemed to have been complied with if the goods have arrived at the place of destination by the end of the delivery period.
- 8.2 In the event of non-compliance with the agreed delivery dates or delivery periods (also in the case of partial deliveries), we shall be entitled to waive performance of the service without setting a grace period and to withdraw from the contract. Statutory claims for damages shall remain unaffected.
- 8.3 If a delivery is made earlier than agreed, we reserve the right to settle the relevant invoice only on the agreed delivery date.
- 8.4 If an accelerated transport (freight, express goods, etc.) becomes necessary due to delayed shipment of the delivery, the supplier shall bear the additional freight costs. Additional costs for non-requested express shipments shall also be borne by the supplier.

**9 Place of performance**

The place of performance for the delivery of goods shall be the place of destination, for payment the domicile of Swisstronics.

**10. Transfer of benefit and risk**

Benefit and risk shall pass to us upon delivery of the goods at the place of destination.

**11 Inspection, Warranty, Liability for Defects**

- 11.1 The supplier shall inspect the quantity and quality of the goods prior to shipment.
- 11.2 The delivered goods shall be inspected as soon as possible after receipt, at the latest during processing or commissioning, and the Supplier shall be notified of any defects without delay. Since, however, it is not possible for us to immediately check the contractual conformity of the goods in the case of most deliveries, the supplier acknowledges, by accepting our order, to accept notices of defects as having been raised in due time without observing a notice period. This shall also apply with regard to defects for which notice has been given (Art. 201, 367, 370 OR).
- 11.3 Claims for cancellation of the contract, reduction of the purchase price, repair or replacement and damages (Art. 205 et seq. and 368 CO) shall be reserved. We also reserve the right to withhold payment in whole or in part until, insofar as we demand replacement, the supplier has fulfilled his obligation to deliver faultless replacement goods or the factual situation with regard to rework, reduction and compensation has been clarified with binding effect.
- 11.4 We shall not recognize any shortening of the warranty periods provided for by law.
- 11.5 The Supplier shall be liable for ensuring that the delivered goods are free of patents or other industrial property rights and copyrights of third parties. If, despite this, claims are made by third parties against Swisstronics as a result of their infringement, these shall be settled in full by the Supplier.

**12 Regulatory Requirements**

- 12.1 Conflict Minerals under the U.S. Dodd-Frank Act Section 1502  
Contractor agrees to act in accordance with the principles of the Wall Street Reform and Consumer Protection Act, Chapter 1502. This means that the contractor will check his entire supply chain for the possible use of so-called "conflict minerals" and if such are used, to inform us in this regard. Information on the legislation "Conflict Minerals": (<http://www.sec.gov/about/laws/wallstreetreform-cpa.pdf>)
- 12.2 Supplier's duty to inform according to Art. 33 of REACH Regulation (EC) No. 1907/2006.  
The supplier is obliged to inform us if the delivered articles contain one or more of the substances of very high concern (SVHC) of the candidate list above 0.1 wt.%. This information obligation always refers to the currently valid candidate list. (<http://echa.europa.eu>)

<b>Swisstronics</b> <b>Contract Manufacturing AG</b> IMS Integriertes Management System	Form <b>W4-5-1E</b> <b>General Terms and Conditions</b> <b>of Purchase</b>	Version: 1  Page 2 of 3
---	--	----------------------------------

**13. Product Liability**

Swisstronics shall inform the supplier immediately of any product defect in the delivered goods of which we become aware, if the defect has led or could lead to an accident resulting in death, personal injury or property damage, and shall consult with the supplier on the further course of action. The supplier shall support us in the dispute with third parties and indemnify us against justified claims insofar as these are attributable to product defects in the delivered goods for which the supplier is responsible and for which we or the supplier are liable in accordance with the Swiss Product Liability Act of 18 June 1993.

Claims shall only be deemed justified if they have either been acknowledged by the supplier or have been awarded to the injured party or parties in legally binding proceedings which we have conducted in accordance with the supplier's instructions. The supplier shall reimburse us for any expenses incurred as a result.

Should a recall action be necessary from the point of view of product liability, we shall agree with the supplier on the further course of action and on reimbursement of costs.

**14 Applicable Law**

The contractual relationship shall be governed by Swiss material law, in particular by the provisions of the law of obligations.

The United Nations Convention on Contracts for the International Sale of Goods (so-called Vienna Sales Convention) of 11.4.1980 shall not apply to this contractual relationship.

**15 Place of Jurisdiction**

The place of jurisdiction for the supplier and for us is Bronschhofen. However, we shall also be entitled to take legal action against the supplier at his place of business.

**16. Entry into force**

These Terms and Conditions of Purchase shall be effective as of 1.2.2023 and replace all previous editions.

<b>Swisstronics</b> <b>Contract Manufacturing AG</b> IMS Integriertes Management System	Form <b>W4-5-1E</b>	Version: 1
	<b>General Terms and Conditions of Purchase</b>	Page 3 of 3