

## 1. Applicability

These general purchasing terms and conditions ("Purchasing Terms") apply to all legal relationships (offers, contractual negotiations, contracts) between MEIER TOBLER AG of Nebikon ("MEIER TOBLER") as purchaser and suppliers as sellers (the "Supplier") in relation to the sale and delivery of goods ("Products"). They form an integral part of all legal relationships between MEIER TOBLER and the Supplier, except for where the parties expressly agree to the contrary in writing.

Any provisions complementary to or departing from these Purchasing Terms as well as other general terms and conditions or contractual documents of the Supplier only apply to the extent that MEIER TOBLER has expressly agreed to them in writing (even if they are integrated into the Supplier's offer or order confirmation, or are otherwise communicated to MEIER TOBLER).

By accepting an order from MEIER TOBLER, the Supplier accepts these Purchasing Terms. Where the Supplier engages third parties for partial or complete performance of the production, packaging and/or delivery of the Products (e.g. sub-suppliers, sub-contractors etc.), it shall impose these Purchasing Terms on these third parties as well.

Should an individual provision of these Purchasing Terms be partially or wholly unenforceable or invalid, this shall not affect the enforceability of the remaining terms or the Purchasing Terms overall. The provision shall be replaced by a new provision which as closely as possible meets the provision's commercial purpose.

The Supplier shall not assign any rights or obligations to third parties (whether in whole or in part) without MEIER TOBLER's prior written consent.

To the extent that the Purchasing Terms do not depart from the statutory provisions, the statutory provisions shall apply.

All means of transmission which provide evidence of text, such as facsimile or email, qualify as "in writing".

## 2. CONCLUSION OF CONTRACTS

A contract will only arise between MEIER TOBLER and the Supplier once MEIER TOBLER has declared its acceptance of the contract (agreement). This agreement shall be in the form of MEIER TOBLER's written order, by the Supplier's written acceptance, in corresponding terms, of the order, or by signing a written contract ("Conclusion"). The Supplier shall confirm MEIER TOBLER's orders within three working days of receipt. To the extent that the Supplier has not issued a written confirmation, a contract will be deemed to have been concluded with the terms of MEIER TOBLER's order when the Supplier commences performance or fails to object within 5 working days.

## 3. CANCELLATIONS/FORCE MAJEURE

After Conclusion of the contract, MEIER TOBLER may cancel orders up until receipt of the total delivery of the Products at Place of Delivery, compensating the Supplier for the direct costs

incurred as a result of the orders. However, there will only be a right to such compensation if the Supplier is unable to otherwise sell or use the Products. MEIER TOBLER will only compensate the Supplier for costs which it can prove with receipts.

For the duration of a force majeure event, the parties shall be relieved of their performance obligations. Force majeure events are e.g. natural disasters, epidemics, strikes or other interruptions to operations beyond the relevant party's control and lasting for more than three weeks. Either party shall have a right to rescind the contract either wholly or partially without an obligation to pay compensation; however, this shall only apply to the Supplier if it informs MEIER TOBLER of the reason for the disruption and its expected duration within one week of the commencement of the force majeure event.

## 4. TRANSPORT

The Supplier shall be responsible for delivery of the Products (including unloading and stacking) to the agreed place (Place of Delivery). It shall bear the costs of suitable transport to the Place of Delivery.

Each consignment of Products shall be accompanied by a delivery slip listing at least the following information: Order number / quantity / product number / product description / date of delivery / customer / supplier.

The Supplier must not make split deliveries without MEIER TOBLER's express written consent. All additional costs arising from split deliveries, in particular transport costs, shall be borne by the Supplier. Where a split delivery is agreed on in an individual case, the Supplier must identify it as such on the delivery slip.

In the event of a cross-border supply of goods, the Supplier shall ensure that the Products are accompanied by all necessary preference papers (movement certificate, declaration of origin on the invoice etc.) that may be required in the destination country for preference import customs processing. Furthermore, where the Products are supplied in Switzerland, the Supplier shall provide a supplier declaration on the origin of the goods. Any costs in this regard shall be borne by the Supplier.

The Supplier shall be responsible for the accuracy and completeness of the information on the declarations of origin. It shall – irrespective of fault – indemnify MEIER TOBLER (and MEIER TOBLER's customers) against any loss (including but not limited to any customs duties, any other duties, fees and other additional costs) arising through non-recognition by the relevant authorities of the country of destination of the preferential origin due to missing or erroneous paperwork.

The Supplier shall provide MEIER TOBLER with all necessary assistance to reduce or minimise MEIER TOBLER's customs payment obligations.

## 5. DELIVERY DATES

The Supplier shall take all necessary and suitable measures to ensure that the Products are received by MEIER TOBLER in accordance with the contract. It shall immediately inform MEIER TOBLER about any events which could lead to a delay in delivery or

to a failure supply the agreed quantities.

Delivery dates are binding. The delivery of the Products at the Place of Delivery is decisive in determining whether a delivery is on time.

Unless anything to the contrary is agreed on, MEIER TOBLER only accepts deliveries during normal business hours.

The Supplier recognises that delivery dates and quantities are of significant importance for the performance of the contract and that MEIER TOBLER may therefore wholly or partially reject and/or send deliveries back to the Supplier at the Supplier's costs if deliveries are made before or after the delivery date or in greater quantities than agreed.

## 6. PLACE OF DELIVERY

The Products must only be delivered at the agreed delivery address ("Place of Delivery") under the agreed terms of delivery.

## 7. TRANSFER OF RISK

Use and risk of the Products shall transfer to MEIER TOBLER on delivery of the Products at the Place of Delivery and acceptance of the delivery by MEIER TOBLER. The Supplier shall bear the risk of any loss or coincidental deterioration of the Products until acceptance by MEIER TOBLER.

## 8. PRICE AND PAYMENT CONDITIONS

To the extent that the parties' contract does not provide for anything to the contrary, the price shall be on a "Delivered Duty Paid" (DDP) basis, place of MEIER TOBLER's headquarters, as defined by Incoterms 2010.

The Supplier's invoice must state the order number and the date that the Products were dispatched, and must be sent to MEIER TOBLER separately immediately after delivery of the Products.

By paying the invoice, MEIER TOBLER does not make any acknowledgement that the delivery is complete or free of defects.

If a delivery is deficient, MEIER TOBLER may suspend payment until proper performance.

The Supplier shall not have any retention of title or any other right of retention. The Supplier must not assign any claims against MEIER TOBLER without MEIER TOBLER's prior written consent. The Supplier may only off-set claims against MEIER TOBLER which are uncontested or have been determined with binding effect.

Subject to any express written agreement to the contrary, the payment terms shall be: 30 days with an agreed early payment discount or, at MEIER TOBLER's discretion: EOM + 63 days net.

## 9. SUPPLIER'S GUARANTEES

The Supplier guarantees that the Products are free of defects and that they are suitable for the purpose envisaged by the contract. In addition, it guarantees that the Products comply with all applicable laws and regulations within Switzerland and the Principality of Liechtenstein.

The Supplier guarantees the delivery of the

Products on the agreed date and in the agreed quantity and quality.

All Products delivered by the Supplier to MEIER TOBLER must comply with all aspects of the agreed specifications ("Specifications"). The Supplier acknowledges that the Products' compliance with the Specifications is a material contractual condition and that MEIER TOBLER may refuse acceptance of Products which do not completely meet the Specifications.

### *In cases of delayed delivery*

Except for in cases of force majeure, MEIER TOBLER may demand compensation from the Supplier for any loss resulting from a failure to make delivery on the agreed delivery date. By way of contractual penalty, the Supplier shall give MEIER TOBLER a discount of 1% of the agreed contract price (excluding VAT) for every week that a delivery is delayed, capped at 10% of the agreed contract price for the delivery. The Supplier is not obliged to compensate MEIER TOBLER for lost profits unless it misses a delivery date by more than ten days. After setting a short remedial deadline (which does not apply for fixed purchases), MEIER TOBLER may partially or wholly rescind the contract, irrespective of whether the Supplier is at fault.

### *In cases of deficient deliveries*

The warranty period shall commence for all Products at the time of delivery and shall end at the earlier of:

- (i) the end of the warranty period granted to the Products end customers of the products into which they are integrated, or
- (ii) the fifth (5th) anniversary of the delivery.

MEIER TOBLER may make defect claims throughout the entire duration of the warranty period. The inspection and notification obligations under art. 201 et seq. and art. 367 et seq. of the Swiss Code of Obligations expressly do not apply.

The Supplier will generally only be given the opportunity to resolve a defect or to replace a faulty Product if the defect is discovered before the faulty Product has left MEIER TOBLER's warehouse and as long as the fixing of the defect does not lead to any material delays for MEIER TOBLER.

If MEIER TOBLER cannot reasonably be expected to grant the Supplier the opportunity to resolve a defect or replace a faulty Product, or if the Supplier is not able to do so, MEIER TOBLER may return the faulty Products at the Supplier's expense.

If the same Product is repeatedly delivered with a fault, MEIER TOBLER may rescind the entire contract.

In each of these cases, the Supplier shall compensate MEIER TOBLER for all damage and loss suffered by MEIER TOBLER as a result of the delivery of the faulty Products.

Where possible, on the Supplier's request, MEIER TOBLER will make the defective Products available to the Supplier at its own costs.

If there is a serial problem (a series of coincidental defects caused by the same thing or a systematic fault), the Supplier must replace the Products with identical or better defect-free Products free of charge. The Supplier shall perform any work and

bear any costs associated with the disassembly or assembly work, as well as the proper installation and commissioning.

## 10. LIABILITY AND COMPENSATION

The Supplier shall be liable for all loss and damage suffered by MEIER TOBLER as a result of a breach of the Supplier's duties under the contract. To the extent that fault is required for this liability, the relevant provisions shall not be affected. The Supplier shall indemnify and hold MEIER TOBLER harmless against any resulting liabilities, costs, damage and expenses (including court and legal enforcement costs).

Where a third party makes a claim against MEIER TOBLER in relation to Products delivered by the Supplier or their use by MEIER TOBLER or its customers e.g. due to non-compliance with legal or other generally binding regulations or due to alleged breaches of intellectual property rights or the like, the Supplier shall – to the extent that the cause is not within MEIER TOBLER's organisation or sphere of control – the Supplier shall, irrespective of fault, indemnify and hold MEIER TOBLER harmless against any resulting liabilities, costs, damage and expenses (including court and legal enforcement costs).

The Supplier shall indemnify MEIER TOBLER against all product liability claims.

The Supplier shall – at its own expense – take out a workplace and product liability insurance policy with suitable coverage of an amount customary in the industry and suitably covers its liability to MEIER TOBLER and third parties. The Supplier shall provide proof of the maintenance of the policy and the level of coverage for these insurance policies immediately on request by MEIER TOBLER and at any time. The existence of an insurance contract does not lead to a limitation of the Supplier's obligations under this contract or these Purchasing Terms.

## 11. RIGHTS OF USE AND ADVERTISING

All rights of use and licences in relation to intellectual property rights to the Products created or acquired by the Supplier such as copyright and other intellectual property rights) shall, on purchase, irrevocably, immediately and exclusively be transferred to MEIER TOBLER without any substantive, geographic or temporal restrictions.

The Supplier shall deliver the Products free of third party rights (in particular free of copyright and other intellectual property rights) which could limit or prevent the realisation of the contractually agreed objects. It shall indemnify MEIER TOBLER against all third-party infringement claims, including defence costs and costs of legal enforcement.

The Supplier shall label the Products in accordance with MEIER TOBLER's instructions.

Neither party shall make use of the other party's copyright protected names, logos, trade names, trade marks or other service brands without the other party's prior written consent.

The Supplier shall not disclose the fact that it is a supplier or contractual partner of MEIER TOBLER, whether by means of marketing measures or in any

other way without MEIER TOBLER's prior written consent, unless such disclosure is required under mandatory legal regulations.

Should MEIER TOBLER provide the Supplier with materials, equipment, tools, dyes and moulds for the manufacture of the Products, all rights (including intellectual property rights) shall (i) be and lastingly remain MEIER TOBLER's sole property, (ii) be protected by the Supplier at its own risk, (iii) be maintained by the Supplier at all times and kept in good condition until they are returned to MEIER TOBLER, (iv) not be used in any way that is inconsistent with MEIER TOBLER's written instructions or disposed of (including to manufacture Products for anybody else) and (replacement) be returned to MEIER TOBLER immediately on request.

All marks owned by MEIER TOBLER or its affiliated companies are and shall remain MEIER TOBLER's property. All benefits flowing from the use of MEIER TOBLER's marks or those of its affiliated companies shall flow to MEIER TOBLER.

## 12. CONFIDENTIALITY

The Supplier shall use all knowledge, documents, aids and other objects, information or data provided to it or to which it is given access in the context of the legal relationship with MEIER TOBLER for the sole purpose of the performance of its agreed tasks and shall not provide or disclose them to third parties, nor use them in the interests of or for the benefit of third parties. This duty of confidentiality will continue to apply for a period of 12 months after the end of the contractual relationship with MEIER TOBLER.

## 13. APPLICABLE LAW / JURISDICTION

All legal relationships between the Supplier and MEIER TOBLER are governed by Swiss substantive law, to the exclusion of its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as other relevant treaties.

**The exclusive place of jurisdiction is the location of MEIER TOBLER's corporate seat.** MEIER TOBLER may bring proceedings before any other court of jurisdiction.

**Valid as of 1 January 2018**