

General terms and conditions of purchase

General

All orders of GS Swiss PCB AG are placed on the basis of mutually agreed specifications or acknowledged standards. Our orders are binding only if they are placed in writing. Agreements reached verbally or by telephone must be confirmed by us in writing. This likewise applied to all amendments, additions, specifications etc. These terms and conditions govern all our purchasing commitments, save where otherwise agreed in writing in any particular case. The supplier's conditions are binding on us only if and to the extent that we have specifically consented to them in writing. In cases where transactions with a supplier are processed primarily by the EDI method, the applicable terms and conditions must be agreed in advance in writing. Both the business partners and the transactions concerned must be listed. Subsidiary companies, participation and group member companies are regarded as third parties within the meaning of these terms and conditions.

Compliance with applicable laws

Supplier warrants that it will comply with all applicable laws, statutes, rules, regulations and orders in the performance of the scope of supply, and shall provide all documents required for the export from the place of production and import to the place of end-use, such as but not limited to certificates of origin, export licenses, material safety data sheets etc. When the supplier acknowledges the order, he gives an assurance that the delivered products are compliant with REACH Regulation 1907/2006 and contain no substances which present a hazard to safety and health and, in particular, are listed as SVHC (substance of very high concern) (echa.europa.eu), unless they have been suitably approved and identified. Suppliers of preparations which contain a hazardous substance must provide the latest safety data sheet and identify the goods in compliance with CLP Regulation 1272/2008/EC.

Modifications relevant to the product

All modifications of the product or process must be reported reciprocally by the CLIENT and the SUPPLIER. Product changes concern, in particular, all the raw materials used, the equipment and manufacturing processes employed, cleaning media used, the packaging, storage and transport times, sub-contractors etc. Where changes are occasioned by GS Swiss PCB AG,

an indication must be given as to whether and to what extent a sample inspection is performed. Where changes are occasioned by the SUPPLIER, such as changes of manufacturer, manufacturing process, place of manufacture, tools (linked to shape), and/or sub-contractor, the appropriate purchasing entity at GS Swiss PCB AG must be informed before implementation. The quality agency of the CLIENT decides on the scope and performance of a sample inspection and of any function and/or life cycle tests. The SUPPLIER is responsible for verifying and validating his manufacturing processes.

Special Designs

In so far as our order is for the individual production of hardware and components within the meaning of a work contract (Art. 363 et seq. Swiss Code of Obligations), in the case of a design or development order we shall own intellectual property rights and exclusive use of all the design and development results deriving therefrom. Without our express written consent, the designs and developments shall neither be made available to third parties in whole or part nor used for own or other purposes.

Documents and Auxiliary Material of GS

Documents (drawings; manufacturing; testing and delivery instructions etc.) and other operation or auxiliary material (samples, models, etc.) made available by us shall remain our property and shall be marked accordingly. Upon conclusion of the contract, the supplier shall authorize us to have the reservation of title of the afore-mentioned objects entered in the official registers according to the laws of the respective countries and to fulfill all formal requirements for this purpose. The supplier shall take all measures necessary to protect our property. Without our express written consent, the above mentioned documents shall neither be copied nor made available to third parties and be used for no purpose other than completing our order. The documents and auxiliary material shall be returned to us intact at any time upon our request, at the latest, however, upon delivery of the goods, or – if expressly agreed – stored by the supplier until revoked. The supplier shall be liable for any damage to our property and therefore undertakes to store and treat the documents and auxiliary material appropriately, and to insure them, in agreement with us, against possible damage.

Prices and Terms of Payment

The agreed prices are firm prices. Price changes and reservations in respect of such changes shall only be binding if and to the extent that they are expressly acknowledged by us in writing. Each delivery shall be invoiced immediately upon shipping. A separate invoice shall be made out for each delivery indicating both VAT and our job order code. Invoices lacking this information are rejected. Registered COD consignments are not accepted. Our payments are effected irrespective of an examination of the goods upon receipt at their destination. Consequently, our payments or partial payments do not constitute acknowledgment of quantity, price and quality. We shall therefore still be fully entitled to make legal claims even after paying for the goods. Assignment of claims against us, as well as setting off against counterclaims, is not permitted.

Deliveries and Services of the Supplier

The quantities specified in our orders shall be respected. We reserve the right to return to the supplier surplus parts against full compensation of our expenses and, in case of reduced quantity, to insist on the performance of the quantity ordered. The supplier guarantees that the delivery according to the contract has no legal or physical defects and is both in perfect condition and made with high quality raw materials fit for the intended use. This also includes in particular compliance with governmental and statutory safety regulations of the manufacturing country and the country of destination. We are entitled to return defective goods to the supplier and to claim faultless replacement thereof. Deliveries of suppliers and sub-contractors are covered by our quality assurance system pursuant to ISO 9001/EN 29001. Our suppliers and sub-contractors are appraised accordingly

Packing and Shipping

Packing shall be adapted to the goods and the mode of transportation. Preference shall be given to environmentally-friendly packaging materials. Loss and damage of goods attributable to inadequate packing shall be at the supplier's expense. Each delivery/partial delivery shall contain a delivery note specifying our job order code, article number and description of goods, net and gross weight and/or exact number of pieces. Partial deliveries shall be indicated as such. Each document relating to the order shall at least specify our job order code.

Dates and Periods of Delivery, Default in Delivery

The dates and periods of delivery fixed by us shall be binding (also for partial deliveries). They shall be deemed to have been respected if the goods arrive at their destination prior to the expiration of the stipulated dates and periods. Failure to observe the agreed dates and periods of delivery (also for partial deliveries) shall entitle us to waive performance of the service without granting an additional period of time for its performance, and to withdraw from the contract. Legal claims for damages shall be reserved. For deliveries effected earlier than agreed, we shall reserve the right to pay the respective invoice at the agreed time of delivery. If a speedy dispatch (freight, express delivery, etc.) is necessary due to delayed shipment of the delivery, the additional freight charges shall be borne by the supplier. Additional expenses for express deliveries which were not specifically requested shall likewise be borne by the supplier.

Place of Performance

The place of performance for the delivered goods is their destination, and for the payment it is the domicile of the buyer.

Transfer of Benefit and Risk

Upon delivery of the goods at their destination benefit and risk are transferred to us.

Examination, Warranty, Liability for Defects

The supplier shall examine the quantity and quality of the goods before they are shipped. The goods delivered shall be examined as soon as possible after receipt thereof, at the latest upon further processing or commissioning, and the supplier shall immediately be notified in the event that defects exist. Since in the case of most deliveries we cannot immediately examine the conformity of the goods with the contract, the supplier shall, by accepting our order, acknowledge any notices of defects to have been lodged on time without observing the time limit for lodging such a notice. The same shall apply to hidden defects (Art.201, 367, 370 CO). The right to claims for rescission of sale, reduction in price, improvement or replacement and damages (Art.205 et seq. and 368 CO) is reserved. The warranty period shall be two years from the day of acceptance. Furthermore, we reserve the right to withhold the payment fully or partly until, if we require replacement, either the supplier has fulfilled his duty to deliver a faultless replacement or the circumstances regarding any rescission of sale, reduction in price and damages have been settled bindingly. We do not accept reduction of the warranty periods stipulated by law. All requirements set forth in this contract can be subject to quality test by a notified body. Each quality test activity is notified beforehand. The supplier is legally responsible for supplying goods free of patents or other legal protection rights, such as copyright. If the buyer is nevertheless confronted with claims of third parties as a result of infringements of the rights mentioned above, such claims are to be fully compensated by the supplier.

Product liability

We will inform the supplier without delay of any product defect which has come to our attention in the delivered goods and discuss further action with the supplier. The supplier will assist us in dealings with injured parties and release us from justified claims in so far 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 under the terms of the Swiss Product Liability Act of 18 June 1993. Claims are only legitimate if they have either been accepted by the supplier or awarded to the injured person(s) by way of a final court decision on a proceeding which we have conducted in accordance with the supplier's instructions. The supplier shall reimburse us for the expenses which have arisen therefrom. Should a recall action from the point of view of product liability be necessary, we and the supplier shall agree upon further action and reimbursement of costs.

Applicable Law / Place of Jurisdiction

The present contractual relationship shall be governed by Kanton Schwyz law, in particular the respective provisions of the Swiss Code of Obligations. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 ('the Vienna Law on the International Sale of Goods') shall be excluded. Our business domicile shall be the place of jurisdiction. However, we may also take legal action against the supplier at his own place of business.