

Bomatec AG – General Purchasing Terms

Applicability

The present Purchasing Terms shall apply for all agreements concluded by the parties. Agreements to the contrary, which must be made in writing in order to be valid, are reserved. A waiver of this requirement as to form must be expressed in writing.

General Provisions

1. Orders and agreements shall be binding only if confirmed by Bomatec AG in writing.
2. Orders shall be confirmed in writing within two (2) days counting from the day on which they have been placed.

Documents

3. Drawings, calculations, designs, parts lists, spec sheets, diagrams, matrixes, models, as well as any other documents surrendered to the Supplier remain the intellectual property of Bomatec AG or its clients, respectively, and shall be returned to Bomatec AG together with the goods supplied. Without Bomatec's prior consent in writing, such documents must not be copied or made available to any third parties, nor used in any way other than that provided for by the scope of this agreement. They must not be used for the manufacturing of products destined for any third parties. The Supplier undertakes to compensate any damage suffered by Bomatec AG on account of noncompliance with this provision.

Delivery and Delivery Period

4. Save as provided otherwise, deliveries shall be effected FCA (free carrier) with Incoterms 2010 applying, at the place of destination to be indicated. Place of performance is the place, designated by Bomatec AG, where the goods are handed over by the Supplier to the carrier or any third party, in particular to the forwarding agent. Shipment shall be at the risk and cost of Bomatec AG. Special packing and forwarding instructions given by Bomatec AG shall be strictly obeyed. Bomatec AG expressly reserves its right to raise a claim for compensation of damage it has suffered in consequence of damage caused to goods due to noncompliance with such packing and forwarding instructions. Bomatec AG shall be entitled to request a subsequent replacement delivery in perfect condition and free of charge.
5. The agreed delivery period shall start on conclusion of the contract (Date of Order). The delivery period shall be deemed to have been observed if it can be demonstrated that the goods have been handed over to the carrier, or a third party, within the prescribed time, as stipulated in item 4 above.

6. The Supplier undertakes to compensate any damage suffered by Bomatec AG as a result of noncompliance with the delivery period pursuant to item 5 above. With a view to keeping damage as low as possible, Bomatec AG shall be entitled to procure - of Supplier's expense - goods of the same quality as a replacement of such products as the Supplier has failed to supply within the prescribed delivery period. Bomatec AG expressly reserves its right to assert a claim for further damages, or to terminate the contract, in the event of delay in delivery.

Warranty and Liability

7. The Supplier warrants the perfect conditions of the products supplied. He also undertakes to meet technical security requirements defined by Bomatec AG and relating to the manufacture and delivery of the products. Defects shall be remedied by the Supplier without delay, expediently and free of charge. Measures are to be taken to avoid such defects in the future, e.g. 8D method. Bomatec AG shall have the right to request the subsequent delivery, free of charge, of products in perfect condition. If the Supplier is not in a position to completely remedy existing deficiencies or supply products in perfect condition as a replacement, Bomatec AG shall be entitled to rework the goods at the supplier's expense or to renounce delivery altogether. Claims to be raised by Bomatec AG on account of insufficient performance, in particular a claim for damages, remain reserved.

8. The Supplier warrants that the use of the products supplied will not infringe any rights, business secrets or trade secrets of third parties. Bomatec AG reserves its right to raise respective claims if this provision is not complied with.

Forwarding

9. The following documents **must** be attached to each consignment:

Sea freight:

- CERTIFICATE OF ORIGIN for customs clearance
- Invoice, Packing Slip, Bill of Lading (2 originals + 1 copy)

Air Freight:

- CERTIFICATE OF ORIGIN for customs clearance if the shipment weighs more than 250 kg
- Invoice, Packing Slip (1 original + 1 copy)

The original documents have to be sent by courier-service to Bomatec AG. It is not allowed to send the documents and test reports together with the shipment.

Delivery note, invoice and correspondence, if any, shall contain the following data:

- a) order number and date of the order passed by Bomatec AG
- b) numbers of the respective articles/products
- c) initials of the authorized agent concerned and possibly the name of the employee in charge
- d) the exact quantity to be delivered and the designation of the products
- e) particulars relating to delivery (delivery by instalments, delivery of residual quantity)
- f) designation of documents as per item 3 above, if any, annexed to the order

10. Packing material is returned only if a written agreement to this effect has been concluded and if it may be gathered from the delivery note itself that it is to be returned.

Invoicing and Payment

11. Unless partial deliveries have been agreed on, invoicing will take place only after consignment of the entire delivery has been affected. In the event of partial deliveries being made, each partial delivery will be billed separately by an invoice in duplicate. As for the rest, a separate invoice in duplicate shall be addressed to Bomatec AG for each individual order.
12. Save as provided otherwise, payments shall be made net, within 60 days counting from receipt of the invoice and the delivery, or partial delivery, as the case may be, at the designated place pursuant to item 4 above.
13. Save as provided otherwise in writing, moulds, designs and tools shall not be binding on Bomatec AG. Data contained in technical documents shall be binding only if expressly guaranteed. Costs relating to moulds, designs and tools shall become due for payment pursuant to item 12 above only if and to the extent sampled deliveries or partial deliveries, have been recognized by Bomatec AG as being flawless.

Venue and Applicable Law

14. Exclusive venue is the place of the registered office of Bomatec AG. This contractual relationship is governed by Swiss substantive law. In particular, the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall not apply.