

General Terms and Conditions of Purchase

Deviations from the following provisions are only effective if they are recorded in writing and are legally binding on both parties.

1 Offer

1.1 The submission of the offer is free of charge.

1.2 The offer shall remain valid for at least 30 days from the date of receipt by the customer.

1.3 When quoting prices, it must be explicitly stated whether a discount (cash discount, special discount, sales bonus) is granted or whether the prices are to be understood as net prices. Costs for specially manufactured devices, gauges, tools etc. that are not shown separately are deemed to be included in the price.

2 Order

Orders are only binding if they are placed in writing. Deviations from the order must also be confirmed in writing.

3 Prices

The prices are fixed prices and are to be defined/identified in accordance with Incoterms 2022. The following conditions apply to material:

Excluding transport packaging costs and any rental, usage and exchange fees for transport equipment

For domestic deliveries excluding VAT

For deliveries abroad without foreign VAT, but including all other foreign fees and charges.

4 Material deliveries by the customer

Material supplied by the customer for the execution of the order shall remain the property of the customer. The supplier must inspect it upon receipt and report any defects to the customer in writing within 5 working days, otherwise the material shall be deemed to have been delivered free of defects.

5 Patterns, drawings, gauges, tools

Samples, drawings and equipment provided by the customer shall remain the property of the customer and may only be used for the preparation of the offer or for the execution of the order. Unless otherwise agreed, they must be returned to the customer at the end of the order.

6 Delivery dates

6.1 The delivery dates specified by the customer are binding. They shall be deemed to have been met if the goods have arrived at the customer's premises by the specified date and can be accepted.

6.2 In the event of premature delivery, the customer reserves the right to settle the invoice only within the payment period of the agreed delivery date and to charge storage costs.

6.3 In the event of delayed shipment requiring expedited transportation, the supplier shall bear the additional freight costs. Additional costs for urgent shipments not requested shall also be borne by the supplier.

7 Right of withdrawal of the customer

7.1 The Customer may withdraw from the order in whole or in part at any time and shall inform the Supplier thereof in writing.

7.2 In the event of withdrawal, the Supplier shall be entitled to compensation and a reasonable profit margin for work already performed or expenses already incurred, unless the withdrawal is due to non-performance or poor performance on the part of the Supplier.

7.3 The withdrawal costs must be fully justified and proven by the supplier, but may not exceed the amount to which the supplier would be entitled if the entire order had been fulfilled.

7.4 There shall be no claim for loss of profit for the part of the order that can no longer be executed.

7.5 The Customer shall only be obliged to pay claims in accordance with clause 7.2 if the Supplier transfers the work commenced free of rights or claims of third parties.

7.6 In the event of non-compliant delivery (including delivery dates), the Buyer may withdraw from the contract after a reasonable period of time or demand a replacement delivery or rectification from the Supplier.

Transportation costs for returns or replacement deliveries shall be borne by the Supplier, claims for damages remain reserved.

8 Shipping instructions

- 8.1 Shipping instructions shall be issued by the customer. A dispatch bill with the corresponding order number must be enclosed with each consignment. If the goods are not delivered directly to the customer, a separate copy of the dispatch bill must be sent to the customer. The supplier shall issue all necessary shipping documents.
- 8.2 Transport insurance at the expense of the customer may only be taken out after prior written agreement.
- 8.3 Shipments by courier service at the expense of the customer are only permitted by prior agreement.

9 Hazardous substances / environmental protection

- 9.1 Current safety data sheets must be provided to the customer for all hazardous substances to be supplied.
- 9.2 The Supplier warrants that its goods comply with all safety and environmental protection regulations applicable at the time of sale. Documents and evidence can be requested by the purchaser at any time.
- 9.3 These provisions shall also apply to work services (e.g. on-site installations) performed by the Supplier or third parties commissioned by the Supplier.
- 9.4 Applicable packaging and transportation regulations must be strictly adhered to. The Supplier shall be liable for violations of these regulations and shall indemnify the Customer against all claims by third parties, including the authorities.

10 Place of performance and transfer of risk

- 10.1 The place of performance for the delivery is the destination specified by the customer.
- 10.2 The transfer of risk shall take place after arrival and acceptance of the delivery at the place of performance, unless the applicable Incoterms 2022 provide otherwise.

11 Examination and acceptance

- 11.1 The Supplier shall deliver to the Purchaser inspected material that corresponds to the order. The inspection may be carried out by the Purchaser on the basis of certificates supplied or an incoming goods inspection. Certified suppliers in accordance with ISO 13485 shall, without being requested to do so, submit corresponding evidence for each delivery, which shall be included in the agreed price. After successful inspection, the delivery is deemed to have been accepted.
- 11.2 A test report with complaints shall be deemed a notice of defects.
- 11.3 Authorized representatives of the Purchaser shall have free access at all times to rooms in which the ordered item is manufactured, tested or stored after proper identification and may carry out inspections and audits. All requested information and documents shall be provided upon request.
- 11.4 This also applies to representatives/quality inspectors of our customers or official quality inspectors commissioned by our customers.
- 11.5 The delivery bill must include the order number and must be enclosed with the delivery.

12 Compensation / contractual penalties

- 12.1 The Supplier shall be liable for damages resulting from non-performance or improper performance of the order, even in the event of withdrawal by the Customer. This includes contractual penalties incurred by the customer as a result.
- 12.2 If defective material has to be sorted out, repaired, converted or otherwise processed by Hagmann TEC AG, Hagmann TEC AG shall be remunerated for this work at an hourly rate of CHF 100. Payment shall be made in the form of an invoice deduction or a credit note.

13 Product liability

The Supplier shall expressly and fully indemnify the Purchaser against third-party claims and compensate the Purchaser for all damages suffered as a result of product liability in connection with its deliveries and asserted against the Purchaser. The Supplier shall take out liability insurance against third-party claims arising from product liability up to an amount of CHF 5,000,000 and, at the request of the Purchaser, provide evidence of the conclusion and payment of the premium.

14 Invoicing

The invoice must be marked with the order number and the relevant notes and sent to the customer's address. Hagmann TEC AG accepts only one total invoice per order, regardless of the number of deliveries.

15 Payment

- 15.1 As a rule, payment shall be made within the agreed payment period after invoicing and acceptance of the delivered material.
- 15.2 In the event of delays in delivery, the customer may extend the payment period in accordance with the delay in delivery.

16 Assignment and pledging

Claims of the Supplier arising from the order may not be assigned or pledged without the prior written consent of the Purchaser.

17 Maintaining confidentiality

17.1 The contracting parties shall treat as confidential all information that is neither in the public domain nor generally accessible. This confidentiality shall be maintained prior to the conclusion of the order contract and shall remain in force even after termination of the contractual relationship, insofar as there are no statutory duties of disclosure to the contrary.

17.2 Advertising or publications about this contractual relationship by the Supplier require the written consent of Hagemann TEC AG. The same shall apply to the depiction of Hagemann components in publications of the Supplier.

18 Warranty

18.1 As a specialist, the Supplier guarantees that the delivered material has the warranted properties and has no physical or legal defects that impair its suitability for the intended use.

18.2 As a rule, the material warranty is 24 months from acceptance of the material. Any defects found must be notified to the customer in writing within 30 days.

18.3 Even after expiry of the material warranty, the Supplier shall be liable for defects that have occurred within the warranty period and are reported in writing within 30 days of its expiry.

19 Spare parts (ET)

The Supplier shall define the required spare parts and prepare the associated documentation, which must be made available to the Customer in electronic form on request. The Supplier shall also specify the associated replacement times.

20 Maintenance

The Supplier shall define the required maintenance work, including target times, and prepare the associated documentation, which must be made available to the Customer in electronic form on request.

21 Applicable law / place of jurisdiction

21.1 The applicable law shall be these General Terms and Conditions of Purchase, the individual contract and Swiss law. The application of the United Nations Convention on Contracts for the International Sale of Goods ("Vienna Sales Convention") is excluded.

21.2 The place of jurisdiction shall be the courts having jurisdiction for the Buyer. The Purchaser may bring an action at the Supplier's registered office.

Selzach 22.01.2024