

1. Scope of validity

Orders placed by FAES SRT AG (hereinafter referred to as FAES) are governed by the following conditions unless agreed to the contrary; they form an integral part of the agreement. For cases not regulated herein the legal provisions shall apply.

2. Order

Each order must be confirmed by the Supplier within 3 working days. The order is only binding for FAES if the order confirmation is free from discrepancies.

Changes to the order wording on the part of the Supplier are only deemed valid if acknowledged expressly and in writing by FAES before the order is confirmed.

Orders shall only be deemed as binding when placed in writing. Verbal agreements must be confirmed in writing. This applies equally to changes, supplements, specifications etc..

3. Prices

Unless agreed to the contrary the specified prices are deemed to be fixed prices. They include all ancillary costs such as packaging, shipping costs, customs clearance fees, insurance etc..

4. Delivery date/ place of performance

The delivery date is only considered as having been complied with when the goods have arrived at the delivery address or the services have been effectively provided; in contrast, the delivery date is considered as not having been complied with if the goods are obviously faulty.

If in the process of executing an order there is the likelihood of the delivery experiencing a delay, the Supplier shall notify FAES immediately in writing setting out the reason(s) for and the extent of the expected delay.

Deliveries before the agreed delivery date shall not be made without the written consent of FAES.

The place of performance is Wollerau.

5. Transport/ Transfer of risk/ Insurance/ Packaging

Transport to the place of performance is on the account of and at the risk of the Supplier. Benefits and risks are transferred to FAES once the goods have arrived at the prescribed destination. Each consignment must be accompanied by a delivery note and the goods must be itemised in a clear manner. Express deliveries and associated costs must be discussed in advance.

The Supplier is responsible for packaging the goods professionally. FAES reserves the right to set out special instructions for professional packaging. FAES is entitled to return the packaging and obtain a credit note for the cost.

6. Payment/ Assignment

Unless agreed to the contrary payment will be made within 60 days, or 30 days, in which case 2% will be deducted. The terms of payment commence upon receipt of the invoice or, should goods-in precede the invoice, on the date of receipt of the goods.

Claims to which the Supplier is entitled as a result of execution of the order may neither be assigned nor pledged without the prior written consent of FAES.

7. Provided material

If FAES provides any materials that are needed, the Supplier shall bear responsibility for loss or damage. The liability for materials provided is transferred to the recipient, in particular, if FAES supplies the materials for job shop production/ contract processing. In this case, the recipient shall be held liable for all the costs arising from loss or damage including the restoration of the materials provided.

The Supplier shall examine the material provided by FAES within a suitable timescale. Any discrepancies in the number of pieces as well as any obvious shortcomings are to be notified immediately. FAES will then decide upon the next steps.

The Supplier is required to store and insure material provided by FAES professionally and at his own cost.

8. Warranty

As the specialist in his field, the Supplier shall guarantee that the products supplied are free from defects. This warranty guarantees, in particular, the absence of defects in the material, processing, construction, assembly testing and any instructions, as well as the services and software.

The Supplier is required to repair or exchange any defective parts as quickly as possible, even on the end customer's premises, if necessary. Repair or exchange is at the discretion of FAES. Any associated dismantling or installation costs are to be borne by the Supplier. Moreover, FAES is entitled to give the Supplier a deadline for repairing or exchanging the defective parts.

The warranty period is 24 months and commences on the day of commissioning of the individual products at FAES's end customer. The right is reserved to stipulate longer statutory or contractual warranty periods.

Obvious defects can be reported within 8 weeks following delivery of the goods by the Supplier, hidden defects within 4 weeks of being identified; during this time no plea will be made regarding the statute of limitations.

If, during the period of grace set by FAES, neither reworking nor a replacement has been provided, FAES is entitled to withdraw from the contract and obtain a replacement from a third party, regardless of whether the Supplier is at fault or not. The Supplier shall bear the costs of obtaining a replacement.

The Supplier is required to archive all documents relating to the order and thus be in a position to guarantee 100% traceability. The Supplier shall ensure complete access to the files for at least 13 years following conclusion of the contract.

9. Retention of title and right of withdrawal

Any retention of title on the part of the Supplier is excluded unless specifically agreed to the contrary in individual cases.

Should bankruptcy proceedings, or a debt scheduling process be opened involving the Supplier's assets, FAES is entitled to the unrestricted right of withdrawal.

10. Right of inspection

FAES, as well as its customer or instructing party, is entitled to inspect the progress of work. This neither changes nor restricts the obligation of the Supplier to fulfil the terms of the contract.

11. Confidentiality

All information, drawings etc. given to the Supplier by FAES in order to manufacture the product may not be used for any other purpose, copied or divulged to third parties. FAES is entitled to any copyrights or intellectual property rights. Unless agreed to the contrary, all documents, extracts or copies must be returned to FAES on completion of the order. If a delivery is not completed the Supplier is to return all documents to FAES without being asked to do so.

The Supplier is to treat the order and the work involved or deliveries as confidential.

FAES will treat technical documents provided by the Supplier or his subcontractors as confidential. They remain the intellectual property of the Supplier or his subcontractors.

Should the Supplier wish to use the contractual relationship for advertising or publicity purposes, prior written agreement must be obtained from FAES.

12. Applicable law and place of jurisdiction

The legal relationship is governed by Swiss substantive law.

The place of jurisdiction is Wollerau.