

General Terms and Conditions of Purchase of Bodenschatz AG

1. General

These General Terms and Conditions shall apply unless other statutory regulations, in particular the general terms and conditions for the sale of goods of the supplier, are expressly and in writing accepted by Bodenschatz AG ("BOAG"). These General Terms and Conditions in accordance with the most recent version shall govern any future supply to the exclusion of any terms and conditions of the supplier without any need of express reference thereto or agreement thereon at the conclusion of the subsequent supplies.

2. Ordering

BOAG shall be bound only to such orders as BOAG has issued in writing with authorized signature(s). Any modifications or amendments of the order or its attachments require to be confirmed in writing by BOAG. Unless the order of BOAG is confirmed within five working days in writing by the supplier BOAG ceases to bound to it. The supplier undertakes upon request of BOAG to hand over the necessary documents concerning the origin of the goods and is liable for their accuracy.

3. Delivery Date / Delay in Delivery

Deliveries are to be made and due at the time and place as specified. If circumstances likely to make prompt delivery impossible become apparent to the supplier, the supplier is required to notify BOAG immediately in writing the reason and the expected period of the delay. The promptitude of delivery shall be judged by the arrival time of the goods together with the required accompanying documents at BOAG. If the supplier fails to deliver the goods at the date as specified the supplier undertakes to compensate BOAG for all additional costs suffered as a result of the delay. The acceptance of a delivery in delay shall not be construed as a waiver of indemnity. The delivery of the goods is to be made in the quantities as specified. The supplier shall notify in due time to BOAG by indicating the reasons if the supplier fails to deliver the whole quantity. In this case BOAG is entitled to demand the remaining quantity. Goods delivered which are in excess of quantity as specified must be expressly approved by BOAG. Deliveries prior to maturity must be expressly approved by BOAG. In the case of the nonfulfillment of obligations of BOAG or the absence of documents or samples to be provided by BOAG the supplier is only entitled to rely on this circumstance(s) if the supplier has demanded it/them in due time. If delivery is delayed more than fourteen days, BOAG may charge the supplier for each commenced week a compensation for the delay amounting to 1% of the amount of the order for each week up to a maximum of 5% of the amount of the order. BOAG remains entitled to claim further damages in excess of the liquidated amount.

4. Transport / Packaging

The Incoterms agreed with BOAG in the most recent version shall apply for the delivery at the place as specified. Unless otherwise agreed upon in writing the delivery at the place specified by BOAG has to be carried out for account and risk of the supplier „Delivered Duty Paid“ (DDP). Express delivery by air, courier etc. must be expressly approved by BOAG. Each delivery must be attached a delivery slip, containing the reference of the purchase order of BOAG, i.e. the order number, number of units, item number of BOAG and description of the goods. The delivery must be marked in a manner that BOAG is able to identify it clearly without additional time and effort. The supplier undertakes to package the goods properly. Particular instructions for packaging by BOAG remains reserved. Even in this case the supplier is liable to package the goods properly. If the supplier fails to package the goods properly it will be liable to compensate BOAG for all damages suffered as a result.

5. Invoice/Terms

Invoices without precise specification regarding order number of the purchase order, number of units and item number of BOAG will not fall due.

6. Quality Requirements

A Quality Assurance Contract (QAC) being a part of an order or part of a framework agreement shall be additionally applied. The supplier undertakes to examine the goods before delivery in the course of an exit inspection to ensure compatibility of quality and quantity with the specifications as laid down in the purchase order. The supplier is not entitled to deliver defective goods or goods which are not compatible with the specifications unless expressly approved by BOAG. Such an approval – if any – is only valuable for the delivery in question. BOAG has the right to inspect any time the production of the goods, the work progress and the efficiency of the measures to ensure the quality at the supplier's or the sub-supplier's facilities. BOAG need to be informed of a change of sub-suppliers. On request of BOAG the inspection of the goods has to be confirmed by a certificate concerning the product or analysis or – if need be - by further warranties concerning the quality.

7. Warranty and Product Liability

The supplier warrants that the supplied goods are in its absolute property and none are subject of any option, right to acquire, assignment, mortgage, charge, lien or hypothecation or any other encumbrance whatsoever or the subject of any factoring arrangement, hire-purchase, conditional sale or credit sale agreement.

The supplier warrants that the supplied goods comply with the specifications as laid down in the purchase order and have no defects, no deviations in quality and are fit for the purpose for which they are intended.

Unless expressly excluded in writing BOAG is entitled in case of urgency – in addition to the statutory rights of the Swiss Code of Obligations – to repair the goods itself, or to instruct a third party to do so, always at supplier's expense.

Sometimes BOAG has only the possibility to inspect the goods when mounted. Therefore the supplier waives during the warranty period of 24 months to object that the defects are notified too late.

Any and all expenses borne by BOAG relating to the defective supply shall be reimbursed by the supplier.

If all supplied goods of similar type are defective BOAG is entitled - irrespective of the warranty period – to replace at supplier's expense the identified defective parts situated by the customers of BOAG.

Regardless of the agreed warranty period the supplier shall hold BOAG in either case and with strict liability harmless against any and all product liability claims raised by third parties provided that there is reasonable evidence that the cause for any such claim rests with a defect of the supplied goods relevant for product liability. Similarly the supplier indemnifies BOAG for all damages which BOAG has suffered itself in respect of the product liability of the supplier.

8. Intellectual Property Rights and Confidentiality

The supplier warrants that the supplied goods and the use of the goods by BOAG and the customers do not infringe on any third party intellectual property rights such as – for example – patents at home and abroad. The supplier undertakes to indemnify and hold harmless BOAG and the customers from any and all claims in this respect including judicially and extrajudicially costs.

The intellectual property rights of all documents, tools, jigs and fixtures (devices, installations, models, drawings etc.)

("Confidential Information") handed over to the supplier remains in the property of BOAG. The supplier undertakes not to use the Confidential Information for any purpose other than the performance of the purchase order. Unless otherwise approved by BOAG in writing the supplier is not authorised to produce on the basis of the Confidential Information goods for third parties, to copy Confidential Information and/or to disclose the Confidential Information to any third party, except that the supplier may disclose Confidential Information to those third parties who for the performance of the purchase order need to have access. Without written approval by BOAG the supplier shall not make any reference in its marketing documents to the existence or the content of the relationship to BOAG.

In case of breach of the warranty of this section the supplier undertakes to fully indemnify BOAG for any failure to do so.

Moreover BOAG has the right to terminate the current agreement(s) with immediate effect.

Purchase orders and all commercial, business or technical information and know-how are trade secrets of BOAG and shall be kept by the supplier as strictly confidential. The supplier has to impose this secrecy obligation to sub-suppliers, if any.

9. Miscellaneous Clauses

These General Terms and Conditions of Purchase supersede and invalidate all other commitments and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof.

The supplier shall not assign or pledge any rights hereunder without the written consent of BOAG.

10. Compliance with all applicable laws

The supplier represents and warrants that it in person and its goods comply in all respects with all applicable laws of the countries where the goods are manufactured, stored or through which it is shipped, and the countries where the goods shall be used.

Moreover the supplier represents and warrants that the goods shall be manufactured in compliance with all applicable laws, rules and regulations.

The supplier ensures that its sub-suppliers, if any, will comply with all applicable laws, too, and audits its implementation.

11. Applicable Law, Place of Performance and Arbitration

The orders and all matters connected with the orders shall be governed by and construed in accordance with the Swiss substantive law. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

The place of performance for the obligation to supply or perform of the supplier shall be the place BOAG has specified as being the point of acceptance.

Any and all disputes or controversies between the parties arising out of or relating to this General Terms and Conditions of Purchase, the orders and the supplies which cannot be resolved by the mutual agreement of the parties shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in the version effective at the time of the notice of arbitration, by one arbitrator appointed in accordance with the said Rules, sitting in Paris, France, and conducting the proceedings in the English language. The award may be enforced by any court having general jurisdiction over either party.

Version August 31. 2012

Delivery conditions Therwil

adress:

Bodenschatz AG
Erlenstrasse 52
CH-4106 Therwil

Delivery times Therwil:

Tuesday and Thursday 9:30 to 11:45 h

Deliveries outside the above mentioned times are only possible with telephonic notification (24 hours in advance) between 08:00h a.m. and 03:00 p.m.

contact:

Jean-Claude Kaufmann Phone: +41 61 487 05 35
or Mauro Maman Phone: +41 61 487 05 30

Delivery conditions Allschwil

adress:

Bodenschatz AG
Fabrikstrasse 11
CH-4123 Allschwil

Delivery times Allschwil

Monday to Friday from 07:00 - 11:45 h
and 13:00 - 15:45 h

Important:

Deliveries are only allowed in single vehicles (without hanger) with auto lift, delivery with artic truck is not possible.

contact:

Jean-Claude Kaufmann Phone: +41 61 487 05 35
or Mauro Maman Phone: +41 61 487 05 30