

General

1. These General Purchasing Conditions ("Conditions") shall apply to the supply of products ("Supply") by the supplier ("Supplier") based on a written purchase order ("Purchase Order") issued by Fatzer AG, Romanshorn, Switzerland ("Purchaser"), a subsidiary of BRUGG Ropes AG.
2. The Contract shall become effective upon receipt by the Purchaser of the written acknowledgement stating the Supplier's acceptance of the Purchase Order ("Order Acknowledgement"). The Supplier shall return the duly signed Order Acknowledgement to the Purchaser within 10 days starting from receipt of the Purchase Order. In the event the Supplier fails to do so, the Purchase Order shall be deemed to have been accepted by the Supplier.
3. Supplier's general terms and conditions of contract shall not be valid unless expressly accepted in writing by the Purchaser.
4. All agreements and legally relevant declarations by the Parties shall be in written form.

Scope of the Supply

5. The scope of the Supply is set forth in the Purchase Order.

Prices and Terms of Payment

6. The prices are set forth in the Purchase Order. The costs of transportation and the costs of packing are included in the prices; however, for reasons of (foreign) trade statistics such costs shall be quoted separately. All amounts due by the Purchaser hereunder shall become payable and due, if discount of 2% deducted, within sixty (60) days or, if net, within ninety (90) days, starting from the acceptance of the Supply and the proper invoicing of the Supply to the Purchaser.
7. Save as otherwise expressly provided for in the Purchase Order, the place of payment shall be the domicile of the Purchaser. The Purchaser reserves the right to withhold payments in the event the Supplier fails to properly fulfil any contractual obligations.

Delays

8. In the event the timely fulfilment of the Contract is endangered or in the event a delay in fulfilling the Contract is expected to probably occur, the Supplier shall, at no cost to the Purchaser, immediately take all appropriate actions in order to avoid any delay and shall, at the same time, inform in writing the Purchaser thereof.

Delivery and Transfer of Title

9. Save as otherwise expressly provided for in the Purchase Order, the Supply shall be delivered DDP Romanshorn, Switzerland (INCOTERMS 2020). The title to the Supply shall pass to the Purchaser upon transfer to the Purchaser of the risk of damage to the Supply.
10. In the event the packing, marking or documentation of the Supply (or any part thereof) is defective or in the event of partial or advance delivery of the Supply (or any part thereof) not mutually agreed upon in writing, the Purchaser shall be entitled to reject the Supply (or the respective part thereof) or, at its own option, to keep the Supply (or the respective part thereof) and to store it, at the Supplier's cost and risk, until it is required by the Supplier for the purpose of performing the Contract.
11. The Purchaser shall be entitled to return, at the Supplier's cost, packing material to the Supplier against credit of the amount thereof to the Purchaser.

Export Control and Customs

12. The Supplier shall indicate the Purchaser the customs tariff number of the country of export, for listed goods in addition thereto the national export control number and, in case the Supply or any part thereof is subject to U.S. export regulations the Export Control Classification Number. Furthermore, the Supplier shall submit to the Purchaser proof of preferential origin as well as certificates and marks of conformity of both the country of export and of destination and, upon request, non-preferential certificates of origin (processing of tax and legal matters in conformity with the legal requirements in the respective countries).

Acceptance and Warranty

13. The subject of the acceptance shall be the completed Supply manufactured by the Supplier in conformity with the Contract.
14. The Supplier warrants that the Supply will be free from any defects. Defect means that the Supply lacks a guaranteed characteristic or lacks a characteristic that the Purchaser could reasonably and in good faith expect without any specific agreement to that effect (e. g. suitability of the Supply for its use as agreed, unrestricted electronic processing of calendar data, conformity with the relevant standards and regulations applicable in the country of destination of the Supply or, if such country is not referred to in the Purchase Order, conformity with the relevant standards and regulations applicable in Switzerland).

15. In the event the Supply, upon its processing or its putting into use, is shown to be defective, the Supplier shall reimburse the Purchaser also for the costs arising out of or in connection with the defects.

16. The warranty period shall be 24 months starting from the acceptance of the Supply. If a defect is remedied, the warranty period with respect to the repaired part of the Supply shall begin anew. The Purchaser shall, at any time during the warranty period, be entitled to notify the Supplier of any defects whatsoever.

Right to Use Software

17. The Supplier grants to the Purchaser the non-exclusive, perpetual and transferable right to use the software made an integral part of the Supply for the use of the Supply as agreed. The Supplier guarantees that it is entitled to grant such right to use the software and that it owns in particular the right of distribution thereof as well. The Purchaser shall be entitled to make copies of the software as a safeguard and copies for putting into archives.

Liability

18. The Supplier shall indemnify the Purchaser from all claims whatsoever raised by third parties arising out of or in connection with the Contract or the performance by the Supplier thereof including, but not limited to, claims relating to product liability claims or to infringement of intellectual property rights.

Copyright and Confidentiality

19. All rights to the documents (e. g. plans, drawings, technical documents, software) made available by the Purchaser to the Supplier for the fulfilment of the Contract shall remain the property of the Purchaser. The Supplier shall not use the documents or the information relating thereto for any purpose other than for fulfilling the Contract. The Supplier shall, without the prior written consent of the Purchaser, not be entitled to use such documents or information for the manufacture of products for third parties or to copy or to make available in any manner whatsoever such documents or information (or any part thereof) to third parties unless it is necessarily required for the fulfilment of the Contract. Without the prior written consent of the Purchaser, the Supplier shall not refer to the Purchaser in publications made in connection with the Contract.

Data protection

20. In the context of its legal relationship with FATZER AG, the supplier undertakes to adhere to the relevant provisions of the EU's General Data Protection Regulation (GDPR) as a controller or processor. The supplier undertakes to only collect, process, disclose or make available personal data for the purpose of the performance of its contractual relationship with FATZER AG and to only store this data in fulfillment of statutory retention obligations. Processing of the data for its own purposes or the purposes of a third party is not permissible. The transfer of personal data to third parties requires the prior written consent of FATZER AG. Should the supplier process personal data from FATZER AG in the context of a contractual relationship, the supplier and FATZER AG shall enter into a corresponding contract as defined by Art. 28 GDPR. The supplier guarantees the technical and organizational measures required to maintain the confidentiality [etc.] of personal data in accordance with the GDPR. In the context of its legal relationship with FATZER AG, the supplier undertakes to only employ persons who are trained in data protection and are obliged [by entering into non-disclosure agreements] not to collect, process or use personal data in an unauthorized manner both during and after their activities. Upon request, suppliers to FATZER AG must present any necessary information concerning data protection as well as a data protection concept.

Spare Parts

21. In the event the Supply includes products for which spare parts, accessories or tools ("Spare Parts") will be needed, the Supplier shall be obliged to deliver the Spare Parts if ordered by the Purchaser. Any orders for the delivery of Spare Parts shall be governed by these Conditions. Save as otherwise expressly provided for in the Purchase Order, the obligation of the Supplier to deliver Spare Parts as aforesaid shall terminate 10 years starting from the expiry of the warranty period.

Concluding Provisions

22. Any amendments to the Contract shall be in written form.
23. Should any provision of these Conditions prove to be invalid, wholly or in part, the Parties shall replace such provision with a new one that comes as close as possible to the economic effect of the original provision.

Jurisdiction and Applicable Law

24. **Place of jurisdiction shall be Romanshorn, Switzerland. The Purchaser may, however, also bring an action before the courts at the Supplier's domicile.**
25. The Contract shall be governed by the substantive laws of Switzerland. The application of the United Nations' Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.