

The conditions below apply for GAG Gelenkketten & Fertigungstechnik. Hereinafter these are referred to as **GAG**.

#### General

1. Verbal orders and agreements shall only be binding if they have been confirmed by us in writing – for example, by letter, fax or in electronic format.
2. Written confirmation of order must be submitted to us on request.
3. Deviations from these general purchasing conditions shall be binding for GAG only if we have declared our agreement in writing.
4. The agreed delivery clauses comply with the current INCOTERMS. In case of conflict, they shall take precedence over these purchasing conditions.
5. For construction projects, the conditions shall apply in accordance with SIA standard 118, in so far as no other written agreement has been made.

#### Means of production

6. Devices, templates, tools, models, etc. paid for by GAG must be suitably stored and protected against loss and damage.

#### Labour

7. The goods supplied for processing remain the property of GAG.
8. The supplier shall be liable for the improper handling and storage, loss or damage of the goods.
9. GAG reserves the right to charge for blank rejects at cost price including a percentage of the transport costs.

#### Subcontracting

10. If the supplier intends to contract third parties to manufacture units or components, which would normally be produced by his own services, written permission must be obtained in good time from GAG. Such permission shall not affect the exclusive responsibility of the supplier for the entire order.

#### Delivery

11. Discrepancies in deliveries must immediately be agreed with GAG. GAG is not obliged to accept over-deliveries.
12. Only those costs for packaging and freight, which are itemised in the offer, will be accepted by GAG.
13. The delivery period begins with receipt of the order by the supplier, at the latest 2 days after dispatch of the order, and ends with the arrival of the goods at the place of delivery.
14. Transfer of use and risk takes place after acceptance of the delivery at the place of fulfilment.

#### Inspection, liability and guarantee

15. GAG shall have the right of inspection and checking of manufacture at the supplier's premises.
16. The supplier shall carry out quality testing prior to dispatching the goods/order, and shall document this accordingly.
17. The supplier guarantees that the delivery meets the agreed specifications, and complies with any specifications which GAG is entitled to expect in good faith, even without special agreements (e.g. suitability for intended purpose, state of the art, conformity with legislation, etc.).
18. Consignments of goods shall be inspected by GAG as soon as possible after receipt, without being subject to a deadline.
19. The guarantee period amounts to 24 months from acceptance of the delivery. GAG shall be entitled to claim for defects at any time after discovery of the defect during the guarantee period.
20. For construction orders the guarantee conditions according to SIA standards shall apply, in so far as no other written agreements have been made.

#### Dispatch, transport, packaging

21. Every dispatch must be accompanied by a delivery note. Delivery notes must contain the following information:
  - a) Our order number, order item, material item
  - b) Project number, name of contact
  - c) Precise delivery quantity and description of goods
  - d) Details of partial or remainder deliveries
22. Each item must be clearly labelled.
23. For consignments sent by agreement from the supplier's foreign works at GAG's risk, instructions for dispatch and insurance must be obtained in good time from GAG. The supplier shall be responsible for customs declaration.
24. The goods must be effectively protected against damage and corrosion during transport and any interim storage.
25. The supplier declares that he is willing to take back packing material.
26. The supplier undertakes to take back goods, which he has supplied for proper disposal.

#### Conformity

27. The supplier undertakes to observe the applicable legislation concerning product safety (e.g. EU Machinery Directive 89/392/EEC, Electromagnetic Compatibility Directive 89/336/EEC, Low Voltage Directive 72/23/EEC), and to hand over the prescribed declaration of conformity and associated documentation. This undertaking shall form part of the contract. If this regulation is not observed, the project shall not be considered as being correctly fulfilled. The right to claim compensation for any consequences is reserved.

#### Replacement parts

28. The supplier shall ensure that replacement parts or compatible alternative solutions are available for all products supplied by him under reasonable conditions for a minimum of 15 years from the last delivery or after withdrawal of the product.

#### Copyright

29. All documents and means of production such as plans, sketches, calculations, devices, etc. made available for production or performance remain the legal property of GAG. They must not be passed in any form to third parties without the prior written permission of GAG. They must also not be used for the manufacture of goods for third parties.
30. On request, all documentation and all copies or duplicates must be immediately returned to GAG and all electronically stored data must be erased.
31. Publications for advertising purposes in which GAG is mentioned may only take place with the written consent of GAG.
32. The supplier shall be liable for ensuring that use of the supplied articles does not infringe any rights or trade or company secrets of third parties. He must indemnify GAG against any claims from third parties.

#### Product liability

33. The supplier shall indemnify GAG completely against all claims from third parties and shall compensate GAG for all damages incurred arising from product liability in connection with the delivery. GAG undertakes to inform the supplier immediately of such claims. GAG reserves the right to make claims against the supplier even after the expiry of all time limits arising from product liability laws.

#### Invoicing and payment

34. For every order a separate invoice must be sent immediately after dispatch of the goods. The invoice must contain the same reference details as the delivery note (acc. Art. 21).
35. Unless agreed otherwise, payment will take place within 30 days of receipt of the goods and the necessary documents (e.g. operating instructions, declaration of conformity, etc.). If the invoice is drawn up after delivery, the 30-day period begins on the day on which the invoice is sent.
36. The supplier may transfer claims against GAG to third parties only with the consent of GAG. GAG shall not withhold this consent without good reason.
37. In the case of advance payments, the supplier must at the request of GAG provide an irrevocable bank guarantee.

#### Order of precedence of documents

38. In case of contradictions between individual documents, the following order of precedence shall apply:
  1. Order from GAG
  2. All available agreements (co-operation contract and/or framework/supply agreements and/or quality assurance agreements)
  3. GAG general purchasing conditions

#### Place of fulfilment, court of jurisdiction and applicable law

39. The place of fulfilment for deliveries shall be the destination agreed in the order. The place of fulfilment for payment shall be the registered office of GAG.
40. The court of jurisdiction for the supplier and GAG shall be the registered office of GAG. GAG shall however also be entitled to sue the supplier at his registered office.
41. The order shall be subject to Swiss law. Applicability of the UN agreement of 11 April 1980 concerning contracts in international commodity sales is excluded.