

Allgemeine Einkaufsbedingungen EN

General Terms and Conditions of Purchase

Preamble

This English-language translation of Jakob's General Terms and Conditions of Purchase (*Allgemeine Einkaufsbedingungen*) is provided for guidance only. In case of disagreement between this translation and the German-language original, or of questions relating to the meaning or interpretation of any clause, the German-language original shall prevail.

General / Formal requirements

1. For our orders, only the following terms and conditions of purchase apply. Additions, and supplier general terms and conditions of sale that deviate from the following terms and conditions of purchase, shall only apply if confirmed by us in writing. This also applies to amendments to these conditions. Unconditional acceptance of order confirmations or deliveries, or associated payments, shall not be construed as acceptance of deviating conditions of the supplier.

Delivery and documentation

2. Unless otherwise specified, deliveries shall be performed DAP in accordance with the then current Incoterms, to the place specified by us, including packing and preservation.
3. In case "ex-works" deliveries are agreed, the dimensions and weight shall be advised to us in good time.
4. Transport insurance shall be arranged by us insofar as we are obligated to do so by the agreed delivery clause (the then current Incoterms).
5. Every delivery shall be accompanied by a delivery note. All documents must include our order number, our item number, our reference, order date, details of contents and quantities, and batch/lot number.
6. Goods shall be delivered, as a rule, in customary nonreturnable standard packaging. Where returnable packaging is used, the supplier shall provide the packaging on loan. The return of the packaging shall be at the supplier's expense and risk. If we agree, in exceptional circumstances, to accept responsibility for packaging costs, these shall be charged at the verifiable cost price.
7. Should the supplier perform deliveries or services on our premises, it shall be obliged to comply with all relevant, then current guidelines relating to safety, environmental protection and fire prevention.
8. Each technical delivery must be accompanied by a Type 3.1 certificate (in exceptional agreed circumstances, a Type 2.2 certificate) in accordance with EN 10204. The relevant batch/lot number must be indicated on the certificate. If this documentation is missing or incomplete, we shall be entitled to refuse acceptance of the goods.

Pricing

9. Agreed prices are fixed prices, and include all effort and expense related to the products or services to be supplied by the supplier.
10. The cost of transport, including for packaging and all other associated costs, shall be borne by the supplier unless otherwise explicitly agreed.

Invoicing and payments

11. Invoices are to be sent to us by separate post. All documents must include our order number, our item number, reference, order date and quantities.
12. Payments are due 30 days after receipt of the goods and the associated invoice. The time of payment shall be the day on which our bank received the remittance order.
13. Payments shall not imply any acknowledgement that the deliverables are free of faults/defects or comply with the contract. In cases of non-conforming or incomplete deliveries, we shall be entitled, without prejudice to our other rights, to withhold payments relating to claims arising out of the business relationship, to a reasonable degree, until the contractual requirements have been fully complied with.

Deadlines and consequences of delays

14. Agreed deadlines for deliverables are binding. If delays are expected or have arisen, the supplier shall inform us in writing immediately.
15. If the supplier further fails to supply its deliverables within a reasonable extension of time as defined by us, we shall be forthwith entitled to insist on the delivery and demand damages for late delivery, or to refuse acceptance and withdraw from the contract or demand damages for non-delivery. We shall be entitled to withdraw from the contract in such circumstances even if the supplier did not cause the delay.

Safety, environmental protection, REACH and RoHS regulations

16. Supplier deliverables must comply with all legal requirements, particularly those relating to safety and environmental protection including hazardous substances regulations. Applicable certifications, test certificates and other evidence of compliance shall be included with the delivery at no extra cost.
17. In relation to the supply of deliverables, the supplier alone shall be responsible for complying with the relevant accident prevention regulations. All required protection equipment and any manufacturer instructions are to be included with the delivery at no extra cost.
18. The supplier shall provide confirmation that the items it supplies comply with REACH directives. It shall be obliged to inform us if a product contains more than 0.1 mass percent of a substance of very high concern (SVHC). (Legal basis: REACH, Article 33; ChemV (Swiss *Chemikalienverordnung*), Article 83c)
19. The supplier shall also provide confirmation that the items it supplies comply with the RoHS directive. "2011/65/EU_RoHS, Directive on the restriction of the use of certain hazardous substances".

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Import and export requirements, customs

20. The supplier shall advise its Value Added Tax Identification Number with all deliverables.
21. The supplier shall be obliged, in the framework of Regulation (EC) No. 1207/2001, at its own expense, to provide declarations and information, to allow inspections by customs authorities, and to furnish required official approvals.

Transfer of risk, acceptance, title

22. In the case of delivery without assembly or installation, risk shall transfer to us at the time of unloading / delivery of the defect-free goods at the delivery location specified by us. In the case of delivery with assembly or installation, risk shall transfer to us at the time of successful completion of our acceptance. Commissioning or use shall not substitute for our declaration of acceptance.
23. The title to the delivered goods shall transfer to us at the time of delivery unless otherwise agreed, and at the time of payment at the latest. No extended or broadened retention of title is permitted. We conduct incoming goods inspections in respect of obvious defects and provide notification of observed defects without delay. We provide notification of latent defects as soon as they are discovered in the course of normal business practice.

Warranty for material defects and defects of title

24. If the supplier is required to supply deliverables in accordance with our plans, drawings or other special requirements, the compliance of the deliverables with the applicable requirements shall be considered expressly warranted. Should the deliverables not comply with requirements, we shall be entitled to the following rights and remedies.
25. If the deliverables are defective or deficient, we shall grant to the supplier a reasonable deadline to replace them with non-deficient goods/services. If we return defective goods, we shall be entitled to charge the invoice amount back to the supplier with an additional 5% of the price of the defective goods added to cover expenses. We shall also be entitled, if appropriate, to demand reimbursement of verifiable extra costs.
26. Should the supplier still fail to correct the deficiency within the granted extension of time, we shall be entitled, at our discretion, to withdraw from the contract or to reduce the payment and if appropriate claim further damages.
27. The statutory period of limitation for warranty claims related to deficient goods/services is 36 months from the date of delivery/acceptance. If the delivered goods are integrated in a fixed item of plant or similar, the statutory period of limitation is 5 years from the date of delivery/acceptance. If defective goods are replaced by non-defective goods, the statutory period of limitation begins again on the date of delivery/acceptance of the non-defective goods.

Technical documentation, tools, manufacturing resources

28. Technical documentation, samples, models, tools, drawings, etc. shall remain our property; all rights relating to trademarks, copyright and intellectual property shall remain ours. The supplier may only use the aforementioned items for the purpose of performing the order, and may not provide or otherwise make them available to unauthorized third parties. Duplication of such items is only permitted insofar as it is necessary in order to perform the order.

Confidentiality

29. The supplier shall treat all business and technical details gained through the business relationship, which were not already in the public domain, with strict confidentiality, and shall not disclose them to third parties.
30. Production for third parties, showing to third parties of products that were specially manufactured for us (in particular, according to our plans, drawings or other special requirements), publications relating to orders/services and any reference to such orders to third parties require our prior written approval.
31. It should be noted that we record personal data relating to our business relationship with the supplier.

Miscellaneous

32. The place of performance is the delivery address as specified in each case.
33. Should individual clauses of these General Terms and Conditions of Purchase prove to be fully or partially void, this shall not affect the validity of other clauses or of other parts of the same clause.
34. The place of jurisdiction is our company's domicile. However, we shall be entitled, at our discretion, to litigate against the supplier at its domicile.
35. Swiss law shall apply.

Trubschachen, March 2015