

1. Scope of application

These terms and conditions apply exclusively for all purchase orders of Furrer+Frey AG (called "F+F" below). General terms and conditions and other conditions of contract of the Supplier may only apply if F+F has explicitly agreed to these in writing.

2. Sales documents and conclusion of contract / purchase order and order confirmation

The contract shall be concluded with the acceptance of the purchase order by F+F for the services offered.

3. Prices

Freight, insurance, approval, and notarisation costs are already included in the quoted price.

4. Terms of payment

Payment shall generally be made with 2% discount within 30 days or in 60 days net from the date of performance of the contract and issue of the invoice. In the event of defective delivery/performance, payment shall only be made 30 days after the proper rectification of defects or replacement delivery/performance.

5. Delivery deadlines / delivery date and consequences of default

The delivery dates specified in the purchase order are binding. Imminent or recognisable delays must be counteracted immediately. F+F must be notified of the delay within one week. If the delivery date is not adhered to, the Customer is in arrears without the need for a reminder. In the case of arrears, F+F is entitled to demand completion or, after the expiry of a reasonable grace period without remedy, to waive the subsequent delivery/performance and to withdraw from the contract without any compensation obligation.

6. Shipment, insurance, and packaging

The goods shall be transported at the Supplier's expense and risk. The Supplier shall bear the full responsibility for appropriate packaging and proper transport. Mechanical parts must be sufficiently protected against damage and corrosion, and insulating parts must also be protected against moisture. The Supplier must comply with any special instructions for packaging and transport according to the purchase order. The subject matter of the contract must be insured by the Supplier accordingly.

7. Place of performance and benefit and risk

The place of performance for delivery/performance by the Supplier is in the warehouse of F+F in Gwatt, unless otherwise agreed. Benefit and risk shall be transferred at acceptance or delivery in accordance with the contract at the place of performance. Ownership shall be transferred with delivery at the place of performance, but at the latest with the payment.

8. Warranty and corrective action

The Supplier shall provide full legal and material warranty; it shall be liable for the flawless condition and suitability of the subject matter of the contract, both for the usual intended use as well as for those purposes of use made known to the Supplier and for warranted properties.

9. Liability and indemnification

In principle, the statutory liability provisions shall apply. If the subject matter of the contract is defective, the Supplier must also bear, in particular, the complete costs for establishing the defects, as well as any costs incurred for the dismantling and installation of the subject matter of the contract in a facility. The Supplier shall indemnify F+F against all claims of third parties in connection with the subject matter of the contract arising from product liability and protection of intellectual property. The Supplier shall fully indemnify F+F and assume the defence of corresponding claims at its own cost.

10. Warranty and limitation period

The Supplier shall guarantee the flawlessness of the products installed in its plant for a period of five years from acceptance of the work by the Customer of F+F. During this period, any defects detected must be reported by F+F as

soon as practicable. Concealed defects can be reported for a period of up to ten years. After ten years, any defect rights become time-barred.

11. Plans, (technical) documents, and intellectual property

Any order documents made available by F+F, such as samples, tools, software, plans, and drawings, are binding. The Supplier shall check the information supplied promptly and report any errors and ambiguities immediately. Ownership as well as the rights to the order documents shall remain with F+F.

12. Safety and country regulations

The Supplier shall ensure that the subject matter of the contract corresponds to the state of the art, as well as to all applicable safety regulations and technical standards (including the applicable regulations of the country of destination, provided this is known). Upon request, the Supplier shall create the necessary standards certificates and indication of origin. The Supplier shall be liable to F+F for the damages incurred to it due to non-compliance with these regulations and standards.

13. Sustainability

The Supplier confirms that the material originates from sustainable production and that the applicable laws and regulations of the countries concerned are complied with in the supply chain. Should other provisions apply for the Supplier than those of Switzerland and the EU, the Supplier shall confirm that the production corresponds to the standards of Switzerland or the EU.

14. Software

If the delivery item contains software, the Supplier shall enable F+F the proper use and maintenance of the software by transferring all the documents and codes required for this purpose.

15. Confidentiality

The Supplier undertakes to use all order documents, expertise, data, and information about which it has gained knowledge in connection with the order only within the scope of the purpose of the contract and to treat them confidentially. Any other usage requires the prior written consent of F+F.

16. Assignment and sub-suppliers

The complete or partial transfer of deliveries/services to third parties requires the prior written consent of F+F. The Supplier shall be liable for their acts and omissions as if it were performing them itself.

17. Changes and withdrawal from contract

F+F can withdraw from the contract completely or in part at any time. The Supplier may claim damages for services already provided, as well as for preparatory work which cannot be reversed and cannot be used elsewhere. Any further claims of the Supplier are excluded.

18. Place of jurisdiction and applicable law

The exclusive place of jurisdiction is Bern. Swiss law is exclusively applicable. The provisions of the Vienna Convention (CISG) as well as the IPR are explicitly excluded.

19. Code of Conduct

F+F's Code of Conduct contains the basic rules of behaviour and values according to which F+F conducts its business transactions. The Supplier shall recognise the respective valid Code of Conduct, which is published in the internet at www.furrerfrey.ch.