

Purchasing General Terms & Conditions of Plaston AG



1. Purchase Orders

1.1. The following Purchasing General Terms & Conditions shall govern each contract under which Plaston purchases merchandise from the Partner. Where Plaston and the Partner have reached a different agreement in writing on an issue, such different agreement shall take precedence over these Purchasing General Terms & Conditions.

1.2. These Standard Terms and Conditions shall apply if referred to in the purchase order of Plaston. Deviating general terms and conditions of the Partner are not accepted by Plaston.

2. Drawings, other Documents, Intellectual Property

2.1. The Partner shall use his expertise independently, i.e. without Plaston's request, to check all drawings, calculations, specifications and other requirements sent to him by Plaston for errors, inconsistencies and discrepancies. Recognisable errors, inconsistencies or discrepancies shall be immediately communicated in writing to Plaston.

2.2. Drawings and their changes shall be given to Plaston in original or in copy and shall become free of charge Plaston's property.

2.3. In case of contracts whose subject is the solution of a technical problem, any intellectual property rights arising from such solutions shall belong to Plaston, as shall other technical solutions or know-how which is not state of the art. The Partner herewith transfers any such intellectual property rights (e.g. patents, copy rights) to Plaston. The consideration to acquire such intellectual property rights forms part of the purchase price for the merchandise.

2.4. Moulding tools which are manufactured by the Partner in favour of Plaston and which are financed by Plaston, are property of Plaston, even if they remain in the possession of the Partner (constructive possession). Such moulding tools shall be marked to be owned by Plaston.

3. Time and Place of Performance; Partial Performance

3.1. The delivery time set by Plaston in its order shall be binding. In case the order does not specify any delivery time, the merchandise is to be delivered within 14 days, starting with the day when the order has been received by the Partner. The Partner shall communicate any problem he might have with the delivery in writing and without delay on learning of such problem. Plaston shall be entitled to claim liquidated damages for late delivery of 1% of the purchase price of the delayed merchandise per week of delay, up to a maximum of 15%. The right to claim a compensation which exceeds the liquidated damages remains reserved. In addition Plaston has the right to fix a time limit of 5 days for subsequent performance and to waive subsequent performance and ask for compensation for damages arising out of the non-performance or withdraw from the contract, if there is no performance at the expiration of the time limit.

3.2. The merchandise shall be delivered DDP (Incoterms 2010). The place of destination shall be the domicile of Plaston, unless otherwise agreed in writing.

3.3. Shipments are to be made on time, according to the date specified in the order. Plaston has the right to reject a shipment that is early or to send it back to the Partner, at the Partner's expense. Is the early shipment accepted by Plaston, then its storage at Plaston shall be at the Partner's risk and expense. In this case, payment of the invoice shall be governed by the due date (as opposed to the early shipment date).

3.4. Plaston shall not be obliged to accept partial or incomplete deliveries.

4. Warranty

4.1. The Partner warrants the merchantability of the delivered merchandise. Furthermore, the Partner warrants its fitness both for the agreed purpose and for Plaston's purpose which is recognisable to him. The Partner guarantees that the merchandise is manufactured by itself. The engagement of third parties in order to perform the obligations of this contract, requires the prior written consent of Plaston.

4.2. The Partner represents that the delivered merchandise corresponds in quantity and quality to the order and the agreed specifications. The regulations about the buyer's obligation to examine delivered merchandise and notify the seller immediately of any defects (CO 201) is expressly

waived. Plaston may notify defects any time within the warranty period.

4.3. The Partner represents that the merchandise is compliant with all laws, all administrative regulations and all rules laid down by professional associations which apply at the place of delivery and the place of destination of the merchandise and which are in force at the time when Plaston places the order, and to all environment, safety and worker protection rules. Specifically, the merchandise shall conform to the EU Directive 2011/65/EU (RoHS 2) on the „Restriction of the use of certain hazardous substances in electrical and electronic equipment“ as well as the EU Regulation 1907/2006 (REACH Regulation). The merchandise shall conform to all regulations about Polycyclic aromatic hydrocarbons (PAH) as well.

4.4. In case of a breach of warranty or misrepresentation, Plaston shall have the right, without prejudice to other remedies available to Plaston under law, to choose between rectification, replacement, rescission, and price reduction. Because of the breach of warranty, the Partner shall get in case of rescission no remuneration for any use Plaston has had of the merchandise. In addition Plaston reserves the right to claim damages. Such damage claim shall not presume fault on the part of the Partner.

4.5. The warranty period shall be at least 24 months, starting with delivery of the merchandise. This period shall be extended by the time between the delivery and the actual use of the merchandise; however, such extension shall not exceed 6 months. The warranty period for buildings or for fixed installations into buildings shall be 5 years, starting with the handover protocol duly signed by Plaston.

4.6. The Partner shall indemnify Plaston from all costs associated with product liability, provided the merchandise has been the cause of the product liability claim. On demand, the Partner shall document to Plaston that the product liability risk is sufficiently covered by insurance.

5. Remuneration and Payment

5.1. The prices are DDP (place of destination: domicile of Plaston).

5.2. The following payment term shall apply: 14 days 3% discount, 45 days net.

5.3. Without a correct and complete invoice and the receipt of the merchandise by Plaston, the purchase price shall not become due. In particular, it should be noted that the invoice shall contain all legally required data, with special consideration to the Value Added Tax Law where applicable. Such data shall include at least the proper designation of the invoice recipient and the correct presentation of the Value Added Tax where applicable. In addition, the Partner's invoice must quote Plaston's order number and Plaston's reference and item number or item numbers.

5.4. Once the final invoice has been submitted to Plaston, the Partner may make no further belated claims for remuneration.

5.5. The Partner may assign claims against Plaston to third parties only after prior written consent by Plaston.

6. Third Party Rights, Know-How, Confidential Information

6.1. The Partner guarantees (OR 111) that the use or purchase of his merchandise by Plaston does not infringe any third-party rights. Without prejudice to the right of Plaston to demand rescission or damages in case of such an infringement, the Partner shall indemnify Plaston from all such third party claims.

6.2. The Partner shall not make use, neither for himself nor for third parties, of any Plaston know-how and any confidential information, which he has received from Plaston in the course of contract negotiation or contract performance, in particular of documents handed over to the Partner by Plaston. However, this obligation may be waived by Plaston in a prior written statement. The Partner shall bind his employees to the same obligations regarding confidential information.

6.3. This obligation shall survive the termination of the current agreement by 5 years. In case of a breach of the non-disclosure obligation the Partner shall pay to Plaston liquidated damages in the amount of CHF 100'000 per

each case of such breach. Plaston reserves the right to claim damages which exceed CHF 100'000 and to claim specific performance. Any payment of liquidated damages does not release the Partner from the non-disclosure obligation.

6.4. Documents handed over by Plaston may not be copied by the Partner without prior consent by Plaston. Upon the termination of the contract, the Partner has to return them without delay, and delete electronically recorded documents.

7. Miscellaneous

7.1. The law of the country in which Plaston has its seat shall apply. It is understood the collision law of that country shall not apply, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply either.

7.2. Venue for disputes shall be the court of law at the seat of Plaston. However, Plaston has, at its own discretion, the right, to have disputes decided by the courts at the seat of the Partner.

7.3. Apart from what has been concluded in writing, no oral agreements exist. Contract amendments shall not be valid unless executed in writing.

7.4. Should one or more contract provision(s) be or become invalid, this invalidity shall not be constructed as affecting the validity of the whole contract. The invalid provision(s) shall be replaced so that the new text is both valid and its meaning as close as possible to the meaning of the provision(s) replaced.

7.5. "in writing" and "written" mean a record of information (including information communicated by teletransmission) which is in tangible or other form and is capable of being reproduced in tangible form on a subsequent occasion.

7.6. The Partner shall not assign any rights based on this Contract to a third party without the prior written consent of Plaston.

8/2014