

# General Terms and Conditions of Purchase

## 1. Scope

These Sukano AG (Sukano) general terms and conditions of purchase apply to all goods and services procured by Sukano from external suppliers, as referred to by Sukano in an offer request or order. Sukano does not accept the supplier's general terms and conditions of sale, and such conditions do not apply even where the supplier refers to them in their offer or order confirmation, and even where Sukano does not expressly exclude those conditions in its order.

## 2. Prices

The agreed prices cover – unless otherwise agreed – DDP delivery (INCOTERMS 2020) to the address specified by Sukano. For goods supplied within Switzerland, prices are to be given in EUR. The prices for oversea shipments are given in USD and are, if not agreed otherwise, FOB (Free on Board) deliveries with a from Sukano defined freight forwarder, who takes the material on board and transports it to the specified address.

## 3. Terms of payment

The supplier may issue an invoice after delivery. Supplier invoices are paid by Sukano within 30 days. If Sukano is in payment arrears, late payment penalty applies in case of willful intent or gross negligence.

## 4. Delivery dates

Agreed delivery dates are binding. In case of a delivery delay, the supplier is liable to inform Sukano about the delay by email 48 hours in advance. The supplier is obligated to hold sufficient amount of contract product in stock to ensure supply readiness in case of force majeure or supply bottlenecks on the supplier's part. In contracts between Sukano and the supplier governed by purchasing law, Art. 190 OR of the Swiss Code of Obligations is excluded, i.e. Sukano can insist on delivery also in case of a supplier delay and act according to common delay regulations.

## 5. Inspection of incoming goods / Claims for defects

Sukano inspects all incoming products for identity, quantity and transport damage, and will advise the supplier of any defects within 5 working days. Transport damage will also be reported to the carrier. The supplier releases Sukano from further examination upon product receipt. In case Sukano detects any (hidden) damage later on, Sukano will make a claim for these defects within 5 days of detection.



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#### **6. Warranty**

The supplier guarantees that the products delivered are in accordance with all agreed specifications, are free of construction, processing or material defaults, and are suitable for use in the application communicated to the supplier. If the supplier has advised Sukano on the selection of the products, the supplier therefore guarantees that these products are suitable for the use communicated to Sukano. In contracts between Sukano and the supplier governed by purchasing law, Sukano is entitled to demand repair of the goods in case of defects (provided this is possible).

#### **7. Product phase-out**

As soon as there is an indication that the supplier will not be able in the future to supply certain products (product phase-out), the supplier must inform Sukano at least 180 days in advance. In this case, Sukano is entitled to receive an amount of this product equivalent to a year's requirement.

#### **9. Assignment**

The assignment of any rights resulting from the contract with Sukano must be agreed by Sukano.

#### **10. Confidentiality**

The supplier will treat the business relationship with Sukano and all information and documents supplied by Sukano in the strictest confidence.

#### **11. Alterations and extensions**

Alterations and extensions of contracts concluded between Sukano and the supplier must be confirmed in writing.

#### **12. Applicable law**

The contracts concluded between Sukano and the supplier are subject to Swiss law.

#### **13. Place of jurisdiction**

The place of jurisdiction for any disputes concerning or arising from the supply of products or services by the supplier to Sukano is Schindellegi for suppliers domiciled in Switzerland. For suppliers domiciled outside Switzerland, the place of jurisdiction is Zurich.

Place and date:

Supplier's stamp and signature: