

Sukano AG, Switzerland
General Terms and Conditions of Purchase

1. Scope

These general terms and conditions of purchase of Sukano AG (Sukano) 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. Such conditions do not apply even where the supplier refers to them in the supplier's 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 2010) to the address specified by Sukano. For goods supplied within Switzerland prices are to be given in EUR. Prices for goods supplied from outside of Switzerland are to be given in EUR unless otherwise agreed.

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 wilful 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 48 hours in advance by email or fax. The supplier is obligated to hold sufficient amount of contract product on stock for maintaining 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 incoming products on identity, quantity, transport damage and advises the supplier of any defects within 5 working days. Transport damage is also reported to the carrier. The supplier releases Sukano from further examination on product receipt. In case Sukano detects any (hidden) damage later on, Sukano will claim for these defects within 5 days after detection.

6. Warranty

The supplier guarantees that the products delivered are in accordance with the agreed specification, 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 in the selection of the products the supplier warrants that these products are suitable for the use communicated to the supplier. 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 and viable).

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 will inform Sukano about this at least 180 days in advance. In this case Sukano is entitled to still receive an amount of this product equivalent to a year's requirement.

8. Sample deliveries

The supplier delivers free samples up to 5 kg free to Sukano's address.

9. Assignment

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

10. Confidentiality

The supplier will treat all information and documents supplied by Sukano, and which are not in the public domain, 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: