

STS Group

General Conditions of Purchase 2019

1. Conclusion of Contract

- 1.1 STS (Sensor Technik Sirmach AG) only recognizes orders placed by the STS Purchasing Department.
- 1.2 All STS orders are subject to the General Conditions of Purchase of May 2nd 2019.
- 1.3 Other conditions, in particular the supplier's terms of delivery, are only valid if expressly acknowledged in writing as amendments or supplements to the General Conditions of Purchase of May 2nd 2019.
- 1.4 Any technical modifications in relation to previous deliveries or instructions shall immediately be communicated to STS in writing. STS is entitled to change or cancel orders.
- 1.5 For fulfillment of the order, the attached or mentioned drawings are binding. Samples serve illustration purposes only.

2. Prices and Payment

- 2.1 All prices are fixed prices and include all costs to the place of performance.
- 2.2 Any taxes arising (value-added tax) shall be indicated separately.
- 2.3 Unless agreed otherwise, payment will not be made until the goods are received at their final destination and the invoice has been presented, either within 30 days with 2% discount or within 60 days net.

3. Drawings, Tools, Models, Materials

- 3.1 Drawings, tools, models and materials placed at the supplier's disposal remain the property of STS. The supplier can use these only with STS's permission.
- 3.2 These resources shall not be made available to third parties in any form without STS's written consent.
- 3.3 Tools, equipment, models, etc. paid for by STS remain the property of STS and shall be properly stored, maintained and fully insured against any possible damage.
- 3.4 The agreed service life of the tools is a warranted quality. The right to recover possession applies in the case of irreconcilable unjustified price increases on the part of the supplier, in the case of refusal by the supplier to carry out an order, in the case of justified complaints made by STS, leading to significant disruption to STS operations and in the case of delays in delivery on the part of the supplier. In the case of stoppage of payments on the part of the supplier, the tools and models shall be returned immediately.

4. Subcontractors

- 4.1 The supplier is fully liable for his subcontractors.

5. Place of performance, transport and packaging

- 5.1 Place of performance is the place of delivery named in the order.
- 5.2 The arrival clause DDP according to the 2010 (or newest version) INCOTERMS shall apply.
- 5.3 The agreed means of transport and any agreed packaging shall be used.
- 5.4 Ownership of the goods passes to STS upon delivery to STS or to the third party designated by STS. The risk of deterioration and loss of the goods lies with the supplier until the passage of title.

6. Delivery date, delays in delivery

- 6.1 The dates stated are the dates of arrival of the goods at the place of delivery.
- 6.2 The dates stated are fixed deadlines in accordance with section 108, subsection 3 OR (Swiss law), whereby a delay in delivery occurs without a reminder.

7. Warranty

- 7.1 In accepting the order, the supplier confirms that his product conforms to European Union regulations. The supplier declares himself willing to provide all the necessary conformity declarations and other documents to STS at no cost. The supplier agrees to allow STS to inspect documentation regarding the risk analyses and safety concepts relating to the products delivered.
- 7.2 The supplier is liable for the quality and serviceability of the goods for the usual and known purpose.
- 7.3 The supplier shall indemnify STS in respect of the goods delivered or parts thereof against claims arising from the intellectual property rights of third parties, such as patents, copyrights, trademarks and suchlike.
- 7.4 STS is under no obligation to examine the supplier's goods for defects upon delivery, even by way of spot checks.
- 7.5 The warranty period is at least two years and commences with the delivery of the goods by the supplier. If defects are rectified or a replacement delivery is made, the two-year warranty period recommences.

8. Non-performance or defective performance

- 8.1 In case of delayed delivery, warranty or other infraction of the General Conditions of Purchase of May 2nd 2019, STS has the option of demanding cancellation, price reduction, rectification by the supplier or delivery of other goods conforming to the order.
- 8.2 In all cases STS is entitled to demand compensation for damage caused directly or indirectly by the non-performance or defective performance of the delivery.

9. Product liability

- 9.1 The supplier shall maintain an appropriate product liability insurance.
- 9.2 The supplier shall inform STS immediately in writing, should any problems arise with regard to goods supplied.
- 9.3 The supplier shall also provide the necessary information at his own cost, allow inspections to be made and participate in solving the problem both financially and personally in consultation with STS. In the case of inspections, STS shall maintain secrecy with regard to the supplier's industrial secrets.
- 9.4 Such problem solving may include consequential damage to persons, to the environment and to property.
- 9.5 STS shall also be compensated for any loss arising in connection with the defect.

10. Jurisdiction

- 10.1 The contract is subject to Swiss law, in particular the Swiss Code of Obligations. The application of any laws to the contrary, including the Vienna Convention on contracts concerning the international purchase of goods is expressly excluded in full.
- 10.2 Place of jurisdiction is CH-8370 Sirmach, Switzerland.