

## GTCP - General Terms and Conditions of Purchase of Tool-Temp AG (current version as of December 2019)

- 1. General**
  - 1.1. These General Terms and Conditions of Purchase ("GTCP") apply to all purchases by Tool-Temp AG ("Orderer") from its suppliers.
  - 1.2. These GTCP apply exclusively, unless expressly agreed otherwise in writing in individual cases.
- 2. Ordering**
  - 2.1. Only orders that have been placed or confirmed in writing are valid. Orders that are placed by email or fax also satisfy the requirement of written form.
  - 2.2. Acceptance of orders, framework orders and blanket purchase orders by the supplier must also be in writing. Acceptance must be made within 5 days.
  - 2.3. Changes to an order must be clearly notified to the Orderer in the confirmation letter and must be confirmed in writing by the Orderer to be effective.
- 3. Correspondence information**
  - 3.1. The order number, the name of the Orderer, the exact description of the goods, and the item number and the drawing number incl. drawing index must be indicated in all correspondence, confirmations, delivery notes, invoices, etc.
  - 3.2. Furthermore, the VAT no. CH-103.289.352 MWST must be specified on all customs papers.
  - 3.3. A separate invoice in simple format must be issued for each order.
- 4. Delivery of goods, designation of goods**
  - 4.1. The supplier shall affix the labels for all delivery items to the product or the inner and outer packaging in a manner that is clearly legible.
  - 4.2. The supplier must provide a delivery note for each delivery and attach a label to each delivery item, stating the following information about the goods: the Tool-Temp item number, order number, number of units. Furthermore, the delivery note number, including the information about the number of packages, the gross and net weight and the dimensions (length x width x height) must also be affixed on the delivery note.
  - 4.3. The supplier shall attach the necessary EU declarations of conformity or EU manufacturer declarations to each delivery.
  - 4.4. Any delivery dates and deadlines that have been agreed are binding and deemed to be fixed dates. Receipt of the goods at the place of fulfilment is determinative.
  - 4.5. In the event of improper delivery, the Orderer is entitled to withhold payment until proper provision of the service ordered has been effected.
- 5. Consequences of a delay**
  - 5.1. If the supplier fails to deliver on time, the Orderer may refuse to accept performance, withdraw from the contract or demand damages for non-performance.
  - 5.2. The Orderer may equally withdraw from the contract and cancel the delivery if it becomes clear before the delivery is due that the supplier will exceed the delivery deadline.
  - 5.3. Withdrawal is also possible if it becomes clear during the manufacturing process that the delivery item will not be suitable through the fault of the supplier.
- 6. Origin of goods and changes to the production process**
  - 6.1. The origin of the goods (including the country of origin) must be indicated for each item on the quote, the order confirmation and the invoice. If all items have the same country of origin, a general designation may be provided. The EU cannot be accepted as a country designation.
  - 6.2. The supplier must notify the Orderer in writing in advance of any changes to the production process as well as the relocation of production sites.
- 7. Warranties and liability**
  - 7.1. The supplier warrants that the goods it delivers comply with the agreed specifications and that they are fully functional and free from defects. Furthermore, the supplier warrants that it checks and inspects the goods before delivering them and that the goods comply with the recognised technical rules and the applicable statutory provisions and directives. The Orderer expressly states that it does not inspect the goods upon receipt.
  - 7.2. The supplier's obligations under 7.1 do not require the Orderer to inspect the goods and notify any defects immediately upon delivery as a pre-requisite for warranty claims. In particular, the Orderer is not obliged to inspect the goods upon receipt and immediately notify any defects. It is expressly agreed that Art. 201 OR [Swiss Code of Obligations] does not apply.
  - 7.3. The warranty period is 24 months starting from the date of delivery at the place of fulfilment. According to the Orderer's choice, the supplier must remedy any defects without delay that are notified within the warranty period by making subsequent improvements or delivering a substitute item that is free from defects. Any costs arising from this must be borne by the supplier. In addition, the Orderer may pursue any statutory warranty claims without restriction.
  - 7.4. If, due to particular urgency or other urgent operational reasons, it cannot be reasonably expected of the Orderer that it accept subsequent improvements or a substitute delivery by the supplier, the Orderer is entitled to carry out the subsequent improvements itself (or have them carried out by a third party) at the supplier's expense without setting any subsequent deadline for performance. In this case, the Orderer must notify the defects to the supplier without delay.
  - 7.5. The supplier is liable for any damage - including consequential damage - that is caused by the products it delivers.
  - 7.6. The supplier shall ensure adequate packaging and is liable for any damage due to improper packaging.
- 8. Product liability**

The supplier shall completely indemnify the Orderer for any and all third party claims as well as compensate the Orderer for any and all damage arising from product liability obligations in connection with the delivery. The Orderer shall inform the supplier about such claims without delay after becoming aware of them.
- 9. Service and repairs / spare parts**
  - 9.1. The supplier shall guarantee the provision of a repair and maintenance service by qualified technicians for a period of at least 10 years after the respective product has been delivered.
  - 9.2. The supplier guarantees the availability of original spare parts for a period of at least 10 years after the respective product has been delivered.
  - 9.3. If the supplier intends to discontinue production or distribution of individual products / spare parts, it shall notify the Orderer in writing and give it at least three months from date of the notification in order to place orders to stock up one last time.
- 10. Consignment and external storage with suppliers**
  - 10.1. Those parts purchased by the Orderer that are in interim storage in consignment or external storage units with suppliers remain the property of the Orderer, must be labelled as such and be handed over to the Orderer at any time upon its request.
  - 10.2. The supplier must handle the parts with care and - as far as can be reasonably expected - protect them.
  - 10.3. The Orderer must be informed of stock levels if it makes a request to this effect, which it can make at any time.
- 11. Confidentiality and prohibition on advertising**
  - 11.1. The Orderer and the supplier shall both treat business and trade secrets of which they gain knowledge in the course of orders being processed as confidential.
  - 11.2. Without the express written consent of the Orderer, the supplier is not entitled to announce in any way, shape or form that it supplied the goods covered by an order or to use trademarks or brand names of the Orderer in any advertising materials or other information in the public domain.
  - 11.3. The supplier must ensure by means of appropriate agreements that its employees and own suppliers are bound by this confidentiality obligation.
  - 11.4. The confidentiality obligation survives and continues after the contractual relationship has ended, but ceases to apply if (and to the extent that) the Orderer's manufacturing know-how as provided in illustrations, drawings, etc., has entered the public domain.
- 12. Property rights**
  - 12.1. The supplier is responsible for ensuring that its supply activities do not infringe the (intellectual) property rights of third parties and that the goods supplied can be distributed by the Orderer without restriction in the known markets.
  - 12.2. The supplier indemnifies the Orderer and the Orderer's customers for any third party claims.
- 13. Copyright and documentation**
  - 13.1. The supplier must keep all records, specifications, documents, certificates or other descriptive material provided by the Orderer confidential and under lock and key.
  - 13.2. In particular, the supplier must not make products for third parties based on (or pursuant to) such documents and information, or copy or duplicate such documents and information.
  - 13.3. All material provided to the supplier is and remains the tangible and intangible property of the Orderer and a request for its return may be made at any time.
  - 13.4. All documents provided to the supplier must be returned unsolicited to the Orderer by the end of the business relationship at the latest. The supplier must not retain any originals or copies thereof in its possession, unless there is a demonstrable legal basis for doing so.
- 14. Place of fulfilment, place of jurisdiction and applicable law**
  - 14.1. Unless otherwise provided in connection with the order, the place of fulfilment is the Orderer's domicile, currently Sulgen TG.
  - 14.2. The place of jurisdiction for all disputes arising from the business relationship between the supplier and the Orderer is the registered seat of the Orderer, currently Sulgen TG. However, the Orderer is also entitled to bring an action against the supplier at the court with jurisdiction at the location of its registered seat or at any other court with jurisdiction.
  - 14.3. All legal relations are governed by Swiss law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15. General provisions**
  - 15.1. Amendments and additions to these GTCP and the supply agreements concluded based on them must be in writing.
  - 15.2. No rights or obligations arising from these GTCP or the supply agreements concluded based on them may be assigned or transferred without the written agreement of the parties.