

# General Purchase Order Terms and Conditions of RWM Schweiz AG

## General information

1 These Purchase Order Terms and Conditions and any attachments (drawings, specifications, etc.) to the Purchase Order placed by RWM Schweiz AG (hereinafter referred to as "RWMS") form an integral part thereof and are binding on both parties unless the Supplier objects in writing within 10 days of the order date.

2 Changes and additions to the Purchase Order and its attachments, as well as any terms and conditions of sale or delivery of the Supplier that deviate from these Purchase Order Terms and Conditions, are only legally valid if RWMS has confirmed them in writing.

3 The Incoterms version valid at the time the Contract is concluded applies to the interpretation of commercial terms.

4 The Supplier assures RWMS that there are no export, transit and/or import restrictions with regard to the delivery of the goods and that all permits required for delivery have been obtained. They must notify RWMS immediately of any possible restrictions. In case of such restrictions, RWMS is entitled to withdraw from the Purchase Order concerned at any time.

## Quality requirements

5 The Supplier is obliged to make every effort to deliver the quality required by RWMS. If a quality assurance agreement (QAA) has been agreed, the Supplier undertakes to comply with the provisions thereof.

6 The Supplier must submit the final drawings to RWMS for approval prior to commencement of production, if this has been agreed. Approval does not release the Supplier from their warranty obligations.

7 Quality records must be retained for at least 10 years after delivery to RWMS and made available to RWMS on request during this period.

8 RWMS has the right to inspect the manufacture of the goods, the progress of work and the effectiveness of quality assurance measures at the Supplier's premises and those of its subcontractors at any time. The same applies to RWMS' customers, in the presence of RWMS.

9 The goods must be checked by the Supplier prior to delivery to ensure that they correspond to the Purchase Order in terms of quality and quantity.

## Shipping, quantity, delivery dates, cancellation, acceptance, REACH

10 Deliveries must be handled in accordance with RWMS' instructions. RWMS is not obliged to accept partial or multiple deliveries that have not been agreed in writing. If removal is delayed, the Supplier must in any case store the goods properly at its own expense and risk.

11 RWMS requires delivered quantities to be accurate. If this is not possible due to the nature of the product, the following tolerances apply: 0-10 maximum 1; 11-100 maximum 2; 101-1,000 maximum 10; 1,001 units and higher maximum 20 tolerances.

12 The delivery dates specified in the Purchase Order are to be understood in accordance with the printed Incoterms and are binding, including the required accompanying documents. If delivery is not made on time, the Supplier is in default without notice. In this case, RWMS is entitled to the statutory claims, in particular claims for damages and/or withdrawal. The right to delivery in any case only lapses if RWMS claims damages for nonperformance or withdraws from the Contract. Unconditional acceptance of late delivery does not constitute a waiver of claims for damages.

13 RWMS is not obliged to check the quality of the delivered goods. The statutory inspection requirement is excluded.

14 For chemical products, please send us the latest safety data sheet in accordance with Art. 31 of the REACH Regulation.

## Prices and payment terms

15 Unless expressly agreed otherwise in writing, the prices specified in the Purchase Order are fixed prices.

16 Payment must be made in accordance with the dates printed on the Purchase Order.

17 The Purchase Order references of RWMS must be stated in all correspondence and invoices. If they are missing from invoices, these will be returned to the sender unprocessed.

18 Accounts receivable from RWMS may not be pledged or assigned.

## Warranty, product liability

19 The Supplier guarantees that the delivered goods are in accordance with the Contract and free from defects in every respect, that they meet the quality requirements (see clauses 5-9 above) and any further assurances given by the Supplier, and that they are suitable for the intended use.

20 Subject to other written agreements, in addition to the statutory claims for rescission (cancellation) of the Contract or compensation for the reduced value, RWMS has the right to choose between free rework by the Supplier at the location of the goods or free delivery of replacement goods free of defects. The Supplier also

bears all incidental costs of rework and replacement. In urgent cases, RWMS is entitled to remedy the defects itself or have them remedied by third parties at the Supplier's expense. If damage has occurred as a result of the defect, in addition to the aforementioned rights arising from product defects, RWMS is also entitled to compensation for damages, regardless of fault.

21 The warranty period is 24 months, calculated from the date of delivery. During this period, defects of any kind may be reported at any time, without breaches of the statutory inspection and notification periods being held against RWMS. On expiry of the warranty period, RWMS's right to report previously discovered defects expires. However, the Supplier is also liable for defects that RWMS discovers after the expiry of the warranty period (hidden defects), provided that such defects are reported by RWMS within two calendar weeks of discovery. If a defect is reported in good time, RWMS is entitled to exercise the rights arising from defects specified in clause 20 at its discretion. The warranty period for replacement deliveries and rework recommences on the date of replacement delivery or acceptance. If similar defects occur in more than 5% of the delivery (serial defects), RWMS is entitled to reject the entire delivery and assert its rights in respect of defects. All warranty claims of RWMS expire five years after delivery.

22 Regardless of the warranty period, RWMS has a no-fault recourse claim against the Supplier for third-party claims against RWMS arising from product liability if and to the extent that the claims asserted are attributable to a defect in the goods delivered by the Supplier that is relevant for product liability. The Supplier will also compensate RWMS for all damages incurred by RWMS in this connection. The Supplier waives the statute of limitations with regard to such claims.

23 The Supplier undertakes to take out and maintain business liability insurance and product liability insurance with a coverage of at least CHF 3 million per occurrence of damage.

## Industrial property rights

24 The Supplier assures that the delivered goods and their intended use by RWMS or its customers do not infringe any patents, copyrights, trademarks or other intellectual property rights of third parties at home or abroad. They are liable for all damages incurred by RWMS and its customers as a result of such an infringement; this obligation includes the assumption of judicial and extrajudicial costs.

## Production equipment and documents

25 Production equipment (tools, dies, gauges, fixtures, models, samples, drawings, etc.) provided to the Supplier by RWMS or paid for in full or in part by RWMS remain the property of RWMS and must be marked as such by the Supplier. All intellectual property rights to all documents (such as plans, sketches, calculations, etc.) remain with RWMS. The documents may only be used for the purpose of fulfilling Purchase Orders placed by RWMS and may not be copied, destroyed or passed on to third parties without the prior written consent of RWMS. The production equipment must be handed over to RWMS by the Supplier on first request. The residual payment for unpaid shares, less the amortisation rate, will be agreed on a case-by-case basis.

26 Until it is returned to RWMS, the Supplier bears the risk of loss, deterioration and damage to the production equipment, but not the risk of normal wear and tear. The right of retention is excluded.

27 In the event of a breach of clauses 25 and 26, RWMS may demand that the Supplier surrender any benefits obtained or compensate it for any damage incurred; furthermore, it may withdraw from the current contracts.

## Trade secrets

28 Purchase Orders from RWMS and all knowledge of the Supplier regarding non-public technical and commercial matters relating to RWMS, such as technical documents and business relationships, are strictly confidential and may not be disclosed to third parties without the prior written consent of RWMS. The Supplier must impose this confidentiality obligation on its employees, subcontractors and other auxiliary persons.

## Offsetting

29 Offsetting against counterclaims of the Supplier is only permitted with the express consent of RWMS.

## Order of precedence between contractual documents

30 In the event of contradictions in the Contract documents, the following order of priority applies:

- a) Purchase Order from RWMS;
- b) any quality assurance agreements;
- c) these terms and conditions.

## Applicable law, place of jurisdiction

31 This Purchase Order and all related issues are subject to substantive Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

32 The place of jurisdiction for RWMS and the Supplier is Zurich. However, RWMS is also entitled to bring legal action at the place of business of the Supplier.

## Protection of classified information

**33** The supplier is obliged to treat classified information (CI) in accordance with its classification level and the relevant regulations for protection of classified information, insofar as the supplier must access and / or process CI as part of its business relationship with the RWMS. The duration of these obligations is based on the officially decreed regulations and also includes the periods for contractual warranty and the safekeeping of CI after the main contractual obligations have been fulfilled.

**34** In the case of an international contract involving CI or an internationally classified contract, the contract involving CI or the classified contract must be executed in accordance with the bilateral agreement on protection of classified information between Switzerland and the respective intergovernmental organisation or state. The RWMS may agree on specific and additional measures for the protection of CI in the contract with the supplier, e.g. in a project-specific Security Aspects Letter (SAL) or Project Security Instruction (PSI), using the respective bilateral agreement on protection of classified information as a basis.

**35** The supplier shall be solely responsible for the proper handling of CI in its organisation and by persons working for it, regardless of the respective employment relationship.

**36** At the time of the transfer of CI at the level CONFIDENTIAL or above, the supplier shall be under the security administration of its own National Security Authority (NSA), specifically hold a Facility Security Clearance.

**37** If the supplier's personnel are to have access to CI at the classification level CONFIDENTIAL or higher, the personnel must have been security-cleared to the classification level of the CI and instructed accordingly before gaining knowledge of it. Without an existing official order, specifically a confirmation that a personal security clearance has successfully been conducted and approved, the persons concerned are not authorised to have access to CI.

**38** The supplier undertakes (1) to observe the classification list or all written instructions for the handling of CI; (2) to ensure that it has sufficient security-cleared and instructed personnel for each classified order in relation to the service requirements and that it has the necessary personnel, material, organisational IT security-related security measures for the protection of classified information in place and (3) to contact the public contracting authority via the RWMS or in the case of security administration (Facility Security Clearance), additionally to contact its own NSA without undue delay and to reject, suspend or terminate the classified performance of the contract and to return the CI to the RWMS without undue delay if the existing security measures requirements are insufficient or if there are doubts about them.

**39** If CI of foreign publishers is affected by the scope of the order, the requirements for the protection of CI of the participating publishers as set out in the relevant agreements on protection of classified information must be taken into account. Any other requirements on the part of the RWMS must be added to the contract as an additional agreement.

**40** The supplier shall immediately inform the RWMS of all incidents (e.g. security breaches) or events (e.g. change of key personnel at the supplier who are relevant for the protection of classified information) that occur in connection with the fulfilment of the contract.

**41** The RWMS has the right to have the existence of the supplier's security measures requirements confirmed by its own NSA at any time.

**42** The disclosure of CI requires the prior written consent of the RWMS, specifically the publisher of the CI concerned.

**43** If the supplier intends to charge further security measures via a separate contract due to security requirements outside the relevant regulations of protection of classified information, he shall notify the RWMS of this in good time before the security measures are initiated. The RWMS is only obliged to reimburse the additional costs incurred as a result if this has been agreed in advance in text form.

**44** Failure to comply with these provisions may result in the termination of the contract or parts thereof and, in view of the nature of the RWMS's company's activities, may have consequences not only under employment law but also, under certain circumstances, under (military) law.