

## General Purchasing Conditions of LCA Automation AG

### 1. Contractual basis

- 1.1. The Purchasing Conditions of LCA Automation AG (hereinafter LCA) shall apply exclusively. LCA will not recognize differing conditions of the Supplier unless it expressly acknowledges the validity of such conditions in writing.
- 1.2. Furthermore, the Purchasing Conditions will still apply exclusively if LCA accepts or pays for the deliveries or services in full knowledge of conditions of the Supplier that conflict with or deviate from them.

### 2. Orders

- 2.1. LCA will place orders in writing. To be valid, orders must carry a seven-digit LCA reference number beginning with the letters EKB-...
- 2.2. Orders will be deemed to have been accepted as soon as LCA has received appropriate written confirmation from the Supplier. Any amendments and/or additions to these General Purchasing Conditions contained in the Supplier's confirmation will be null and void.
- 2.3. LCA reserves the right to modify orders after they have been placed. The Supplier will make every effort to fulfil the modified order to the best of its ability. If necessary, the Parties will mutually agree an adjusted price that reflects the order modification.

### 3. Purchase price and payment terms

- 3.1. The agreed price is a fixed price and may not under any circumstances be unilaterally modified by the Supplier once the contract has been concluded.
- 3.2. The Supplier will bear all ancillary costs for items such as freight, insurance, export, transit, import and other permits and certificates. Similarly, the Supplier will bear all taxes, levies, fees, import duties and similar that are payable in connection with the contract, or, if the Client has become liable for such items, will reimburse the Client for them on presentation of appropriate evidence.
- 3.3. Unless otherwise agreed, the payment period will be 60 days.

#### **4. Labelling**

- 4.1. All the items in an order must be clearly identifiable from the order form. Unless otherwise agreed, LCA will reject non-identifiable items as defective. The document "Part labelling LCA Automation.pdf" will be authoritative for identification. Non-compliant labelling will be deemed defective.

#### **5. Delivery**

- 5.1. Unless otherwise agreed in writing by the Parties, the timing of delivery will be specified in the order. Compliance with the agreed delivery time is fundamental to fulfilment of the contract. If the goods/services are delivered 10 days in advance of the agreed dates, LCA will be entitled to reject the goods/services until the due date. The Supplier is liable for all damage, particularly consequential damage. The Supplier will inform LCA immediately of circumstances that could lead to delayed delivery but will not be absolved of its duty to deliver on schedule by doing so.
- 5.2. In the case of products with performance specifications, LCA reserves the right to carry out pre-acceptance at the Supplier's premises (order address) and/or final acceptance. Final acceptance may take place in the factory to which the product was delivered and/or a factory belonging to the end customer and specified by LCA. The product will be deemed to have been accepted when the supplier and LCA have signed the relevant acceptance report.
- 5.3. The Supplier must include with the goods all technical documentation and/or certificates needed to use the goods and/or listed in the order. If technical documentation and/or certificates are not included, the goods will be deemed to have not been delivered.
- 5.4. Unless otherwise stated in the order, the agreed delivery terms will be EXW for items from within Switzerland and DAP for items from outside Switzerland (Incoterms 2010) to the place designated in the order.
- 5.5. Unless otherwise agreed, or unless a different Incoterm is agreed, possession and risk will pass to LCA after the delivery has been unloaded at LCA's facility. Transport must comply with legal requirements, particularly the provisions of legislation on the transport of hazardous goods and the applicable hazardous goods ordinances, including associated annexes and appendices.
- 5.6. Where goods are transported by rail, they must be declared in the waybills in accordance with the current requirements of railway companies. The Supplier will be liable for costs and damages arising from incorrect declaration or failure to declare goods.
- 5.7. Goods delivery/performance must be made at the specified dispatch addresses. Delivery/performance at any place of receipt other than that specified by LCA will not result in risk transfer to LCA even if this place accepts the delivery/performance. The Supplier will bear the additional costs incurred by LCA in connection with delivery/performance at a different place of receipt from that agreed.

- 5.8. If the Supplier is entitled to have any packaging used for delivery/performance returned to it, it must clearly indicate this on the delivery and performance papers. In the absence of any such indication, LCA will dispose of the packaging at the Supplier's expense and the Supplier's entitlement to return of the packaging will lapse.

## **6. Warranty**

- 6.1. The Supplier is responsible for ensuring that its goods/services are of the agreed quality and fit for the intended purpose. If LCA incurs costs such as transport, travel, work or material costs, or contractual penalties, as a result of defective delivery/service provision, the Supplier will bear these costs.
- 6.2. The limitation period for claims for defects begins with the full delivery/performance of the scope of delivery/services or from successful final acceptance at LCA's factory or at the depot specified by LCA.
- 6.3. Claims for defects become time-barred after 24 months without limitation for shifts. Longer, legally mandated limitation periods are not affected. The limitation period for newly delivered/supplied parts will start again; that for reworked parts only in the event of the same defect or in the event of consequences attributable to deficient reworking, or if rectification involves an extensive amount of work, takes a particularly long time or causes significant cost, and the Supplier does not expressly rectify the defect only for reasons of goodwill, to avoid disputes or in the interests of continuing the supply relationship. LCA will give immediate notice of defects. However, notice will be deemed to have been given promptly if the Supplier receives it within 15 working days – provided a longer period is not appropriate in the particular case – calculated from the date of receipt of the goods or, in the case of hidden defects, from discovery. The period for defects notified within the limitation period ends no earlier than six months after rectification. In consideration of the warranty period, the Supplier will not object to the delay in notification.
- 6.4. The Supplier must rectify all defects notified within the limitation period without delay and in such a way that LCA incurs no costs. The costs of rectifying the fault or delivering/supplying a replacement, including all ancillary costs (e.g. freight), will be borne by the Supplier in accordance with the legal requirements. If the Supplier does not meet its obligation to provide rectification within an appropriate period as specified by LCA, LCA can rectify the fault itself and demand compensation for the necessary expenses, or an appropriate advance payment, from the Supplier. The legal rights of retraction, abatement and compensation are not affected.

## **7. Confidentiality**

- 7.1. The Supplier must only use confidential data and information that LCA supplies to it either orally or in writing for the purpose of supplying the goods in accordance with the order. All data and information will remain the property of LCA and must be returned to LCA without delay and on first request along with all copies and data carriers.

- 7.2. The Supplier must treat all data and information in strict confidence. In particular, it must not make reference to any current or past business relationship with LCA in publications, brochures or any other oral or written communication without the prior written permission of LCA.

**8. Non-performance, improper performance**

- 8.1. If the Supplier fails to fulfil or properly fulfil the order, it will be deemed to be in arrears without further communication from LCA. The Supplier must compensate LCA for all damage resulting from non-performance or improper performance of the order or any other wrongful action on the part of the Supplier. In particular, the Supplier undertakes to indemnify LCA against third-party claims.

**9. Final provisions**

- 9.1. If LCA is delayed in asserting, or fails to assert, a legal entitlement in any particular case, this does not mean that LCA is waiving its contractual or obligatory legal entitlements wholesale.
- 9.2. Orders cannot be transferred to third parties without the written consent of LCA. However, LCA is free to assign the order to another LCA company within the Corporation.
- 9.3. All quotes, orders, contracts and these General Purchasing Conditions are subject to Swiss substantive law. The place of jurisdiction is Küsnacht am Rigi; however, LCA reserves the right to initiate proceedings before the courts that would be competent save for this clause.