

General Terms and Conditions of Purchase

1 Field of application

These General Terms and Conditions of Purchase (GTCP) apply to procurement at JAG Jakob AG Prozesstechnik, hereinafter referred to as the Purchaser. Unless otherwise agreed, the GTCP constitute part of the contract with the Supplier. Agreements which deviate from the GTCP must be made in writing.

2 Quotes

The Supplier shall be invited by way of an enquiry by the Purchaser to submit a Quote. Supplier Quotes, advice, demonstrations, technical documents and sample deliveries shall be free of charge to the Purchaser. The Supplier shall submit a valid Quote in writing, by letter, facsimile or electronic means. The Quote shall remain valid for a term of three months from the date of submission.

3 Orders

Orders made by the Purchaser shall be valid if made in writing (letter, facsimile or electronic means). The Purchaser requests that a confirmation be forwarded without delay. If the Supplier's confirmation is not forwarded within 10 days, the Purchaser may rescind the Contract in writing without incurring any consequential costs. Any changes to the Order require prior written confirmation by the Purchaser.

4 Prices

Unless otherwise agreed, the quoted prices shall be binding as firm prices. In the event that the Supplier reduces its catalogue prices prior to delivery, the reduced prices shall also apply to the pending Order, and the agreed price shall be reduced accordingly. Where Orders are placed without a price or with an indicative price, the Purchaser reserves the right to approve the price after receiving the confirmation. The price shall include all services necessary for due performance of the Contract. In particular, the agreed price shall include the cost of packing, transport and insurance, expenses, licensing fees and all government duties including value added tax. For Suppliers abroad, the price shall include all supply obligations under INCOTERMS 2010, Clause DDP, unless otherwise agreed. If the Supplier is required to carry out installation, this shall be included in the set price unless special remuneration has been agreed on.

5 Delivery

The benefit and risk shall pass to the Purchaser upon delivery of the goods at the destination. Clause DDP of INCOTERMS 2010 shall apply to Suppliers abroad. Transport modes and routes shall be agreed on once the Contract has been entered into. The Supplier shall be liable for any damage during transport due to inadequate packing.

6 Acceptance of plants/installation

Once the Supplier has fully delivered, installed/set up, adjusted and made operable the subject of the Contract and the agreed tests have been successfully completed and the Supplier has instructed the Purchaser's employees responsible for operation and maintenance and performed all other contractual obligations, the Supplier shall notify the Purchaser in writing and invite the Purchaser to undertake joint testing of the delivered item. Upon joint testing at the place of delivery, the Supplier must provide evidence of performance of the contract. The Acceptance Protocol shall be signed by both parties. If any deficiencies are apparent, Acceptance shall be deferred. The Supplier shall remedy the deficiencies within a reasonable time and shall subsequently issue an invitation to conduct a further joint test. If substantial deficiencies are no longer apparent, the delivery is accepted upon completion of this test, and a signed Acceptance Protocol shall be issued. The Supplier must provide the associated technical documents to the Purchaser no later than upon Acceptance.

6.1 Insurance for installation works

The Supplier shall provide proof that it is insured for a minimum of CHF 5,000,000.00 per incident against the consequences of its civil liability to third parties, including the product liability risk for personal injury and property damage. The Supplier shall provide proof of transport insurance up to the loading bay of the delivery destination. If required to perform installation, the Supplier shall provide proof of installation insurance which provides a seamless transition from the transport insurance in regard to time and extent of cover and which remains valid until Acceptance. It is mandatory for this insurance to include:

- Contract price (incl. installation, freight, import charges, any deliveries and payments by the Purchaser)
- Vulnerable items (claims for damage to property of the Purchaser and of third parties)
- Deterioration of stock (Purchaser's claims in the event of spoilage of raw materials and auxiliary materials made available by it).

The insured amounts for vulnerable items and deterioration of stock are to be determined on the basis of a realistic risk assessment. Ancillary items such as assembly equipment, clean-up costs, additional costs (e.g. air freight), costs of provisional (emergency) repairs etc. are to be included in the insurance cover.

7 Delays in delivery

If delays in delivery are expected, the Supplier should notify the Purchaser as quickly as possible. If the specified delivery deadline is exceeded without the Purchaser being notified, the latter shall have the right to refuse delivery. If immediate delivery has been agreed on without a set deadline and delivery does not take place immediately, the Supplier shall be given notice of default by way of a Reminder, and a deadline shall be specified for subsequent delivery. If this deadline is also not met, the Purchaser shall immediately refuse delivery and rescind the contract or demand damages for breach of contract. In addition to the statutory rules, the Purchase Contract may contain an agreed contractual penalty (penalty for breach of contract). This shall have priority over other specified agreements. The Purchaser's consent must be obtained for partial deliveries and advance deliveries. Additional costs arising from non-adherence to instructions, incomplete or late forwarding of required shipping documents or from defective delivery shall be borne by the Supplier.

8 Liability and warranty

The Supplier warrants that the goods are of the promised qualities and are free of any defects which would detract from their value or fitness for purpose and that the goods meet the specified performance requirements and specifications. The goods must comply with the public law rules of the destination. The Supplier shall be liable for its own performance and also for that of subcontractors. If the ordered item needs to be manufactured by the Supplier, the Purchaser shall have the right, upon giving prior notice, to conduct quality and schedule audits at the premises of the Supplier or of its sub-suppliers. Such verification measures shall not release the Supplier from undiminished performance of its contractual obligations, namely the obligation to deliver pursuant to the terms of the Contract and the warranty requirements. If works are carried out at the Purchaser's premises, its safety instructions must also be complied with. The Supplier shall be liable for any breach of the protection and property rights of third parties (patents, samples, models etc.) arising from delivery and use of the goods. In the alternative, the Purchaser shall have the right to claim damages. The Warranty Period shall be a minimum of twenty-four (24) months from the date of commissioning. Where statutory or industry standards provide for longer Guarantee Periods, these shall apply. The Supplier shall guarantee the supply of spare parts to the Customer for a minimum of ten years.

9 Notices of Defects

Notice of patent defects shall be given by the Purchaser to the Supplier within 14 days after delivery. Notice of latent defects may also be given after commissioning or during use of the goods. Unless otherwise agreed, the applicable quantity and quality tolerances shall be those specified by relevant industry association standards. The making of payments and any Acceptance Tests shall not be interpreted as a waiver of the right to issue a Notice of Defect. If a defect exists, the Purchaser may elect to require that the defects be remedied free of charge, to effect a price deduction in the amount of the value reduction, to rescind the Contract or to require replacement delivery. In particular, replacement delivery may be effected by replacing defective components. In any event, the Purchaser reserves the right to claim damages.

10 Payment

The agreed payment period shall begin on the date on which the invoice is received, although no earlier than the date of delivery. Unless otherwise agreed, payment shall be made within 30 days after Acceptance. Payments for partial deliveries shall be made only if agreed to in writing. Advance payments must be agreed to in writing. For advance payments of CHF 10,000.00 and over, the Purchaser may require a bank guarantee or other equivalent security from the Supplier. The following payment terms shall apply: One third upon receipt of the Order Duplicate and confirmation that the security has been provided, one third upon receipt of the ordered item and one third upon approval of the defect-free item. The Supplier must issue a separate invoice for each part payment. The Supplier's claims arising from the Order must not be assigned or hypothecated without the Purchaser's prior written consent.

11 Confidentiality and data protection

The data protection provisions are to be observed in regard to the relationship between the parties to the Contract. The parties to the Contract and their employees shall treat as confidential all facts which pertain to this Contract and are neither in the public domain nor generally accessible. Confidentiality is to be maintained even prior to the conclusion of the Contract and shall continue after the end of the contractual relationship. Should the Supplier wish to use this contractual relationship for the purpose of advertising or to produce publications in regard thereto, it shall require the Purchaser's written consent.

12 Deviations from these GTCP

Agreements deviating from these GTCP shall be made in writing. If the Supplier submits its own general terms and conditions, the provisions thereof shall apply only to the extent that same are consistent with these GTCP. Any other arrangements shall be made by written agreement.

13 Revocation and cancellation

The Order may be revoked or cancelled in writing by any party to the Contract at any time. Contractual obligations performed prior to termination of the Contract shall be compensated. The right to make damages claims shall be reserved in the event of untimely termination of the Contract. There shall be no right to claim loss of revenues and loss of profit.

14 Applicable law and jurisdiction

The legal relationship is subject to Swiss law. Application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The relevant jurisdiction for both parties shall be Biel-Bienne.