

## **Terms and Conditions of Purchase for Minger Kunststofftechnik AG Appenzell**

The Terms and Conditions of Purchase below apply to every procurement of goods and services. They cover the delivery of plastics as well as the assembly, replacement parts and services notified by the competent authorities. Any conflicting or additional conditions, particularly including the general conditions of sale from our suppliers, shall only be deemed as agreed if their validity has been confirmed in writing.

### **1. Offer**

The Supplier is requested to submit a free, economically optimised offer through the request. They shall adhere precisely to the request and expressly indicate any deviations. Any opportunities for improvement shall be disclosed separately.

### **2. Order and Partial Invalidity**

- a) Orders shall only be valid if they have been notified or confirmed by the responsible purchasing department in writing.
- b) If the completion is made dependent on order confirmation, we shall only be bound if this confirmation does not deviate from the order.
- c) Should individual conditions of the order be ineffective or invalid, the remaining conditions shall still remain binding. The parties shall be obligated to replace an ineffective condition with a regulation that comes closest to the originally chosen condition.

### **3. Prices**

Unless otherwise agreed, the determined prices per unit are deemed to be fixed prices. They include all auxiliary costs, such as packaging, insurance, delivery costs, import duties and taxes, i.e. they are delivered for free (DDP according to Incoterms).

### **4. Delivery Period and Consequences of Delay**

- a) The delivery shall be due at the place of destination on the agreed delivery date, which is deemed a fixed date.
- b) If the Supplier is unable to accept the prescribed delivery deadline, they shall inform the Buyer of this immediately after receipt of the order.
- c) If the Supplier neglects to notify the Buyer of this immediately, the delivery date (fixed date) shall be binding.
- d) In the event that delivery is delayed or if the delivery date is clearly exceeded, the Buyer shall reserve the right to withdraw from the contract.

### **5. Transport, Transfer of Risk, Insurance and Packaging**

- a) The transport methods and routes shall be agreed.
- b) The transfer of risk shall take place after delivery to the place of destination.
- c) A delivery note containing information about the respective contents shall be included with every delivery.

## 6. Warranty

- a) The supplier shall guarantee that the contractual object does not have any defects that impair its value or suitability for its intended use, that it has the agreed properties and corresponds to the prescribed services and specifications. At the ordering party's request, inspection protocols shall be provided with the delivery at no extra cost. Unless otherwise agreed, the inbound goods are not checked, whereby all auditing duties and outgoing inspections shall be performed by the supplier.
- b) The guarantee period shall last a minimum of 12 (twelve) months from delivery, successful commissioning, installation or use.
- c) In urgent cases, defects can be removed by the Buyer or third parties by charging the prime costs.
- d) The Supplier shall be liable for their employees, representatives and sub-suppliers as well as for their own services.
- e) A renewed twelve-month guarantee, as under Point 7.2, shall be guaranteed for replacement deliveries and repairs.

## 7. Product Liability

- a) The Contractor shall be obligated to exempt us from any liability claims for damages. They shall take out and maintain sufficiently high liability insurance against events of damages.
- b) The Supplier shall deliver the required documents simultaneously with the price offer or the goods delivery. In particular, clear specifications for the product or permitted purposes of use must be defined.
- c) The Supplier shall make the Buyer aware of any subsequently occurring defects to contractual objects in order to avoid any detectable possibility of damage in accordance with the applicable product liability law at the place of destination, including after distribution of the contractual object.
- d) The Supplier shall deliver all ordered goods in a clean condition, unmixed and without any impurities. In the case of different deliveries, the Buyer shall reserve the right to return the goods at the Supplier's expense. Partial return deliveries shall also be permitted. The Supplier shall be liable for any consequential damages resulting from such defects.

## 8. Secrecy

- a) Any details, drawings, etc., which the Buyer entrusts to the supplier to manufacture the contractual object, may not be used for other purposes, reproduced or made accessible to third parties.
- b) The Supplier shall also impose these obligations on their own employees, representatives and sub-suppliers and shall be responsible for their compliance. This shall also apply for assembly and servicing personnel.
- c) Technical documents from the Supplier or their sub-suppliers shall be treated by the Buyer confidentially. They shall remain the intellectual property of the Supplier or the sub-supplier.

## 9. Right to Inspection

- a) The Buyer shall be entitled to check the progress of work. This shall neither change nor restrict the Supplier's obligation towards contractual fulfilment. The Buyer can perform quality and scheduled audits after giving the Supplier or their sub-supplier prior notice.
- b) In addition to these general terms and conditions of purchase, the safety instructions of the Buyer shall be followed.

## 10. Invoices

- a) Invoices shall be submitted in two copies, in a way that is verifiable for us, stating the order number and the Buyer separately per order.
- b) Payment shall generally be made within 30 days. For payment within 14 days, the Buyer shall have 2% of the goods value deducted as a discount. The deadlines shall begin with receipt of invoice or, in the event that the goods arrive after the invoice, with the receipt of goods, but under no circumstances before the agreed date to receive the goods, unless this has been agreed between the parties in writing.

## 10. Place of Fulfilment, Applicable Law and Court of Jurisdiction

- a) The place of fulfilment for the delivery and payment shall be the Buyer's place of business, which is currently Appenzell, Switzerland.
- b) Swiss law shall apply.
- c) The court of jurisdiction shall be the Buyer's place of business, which is currently Appenzell, Switzerland.