



Purchase Terms And Conditions Of Oscar Fäh AG

The following terms and conditions apply to all business dealings of Oscar Fäh AG (generally referred to as OF in the following text) with its suppliers (of goods, services, etc.) provided that nothing else will be agreed in writing and until new purchase terms and conditions will be agreed in writing. These purchase terms and conditions have precedence over any business terms and conditions of the supplier to the contrary. Business terms and conditions of the supplier will only be applicable if OF expressly approves them in writing.

1. General

1.1 Correspondence

All correspondence (invoices, order dates, dispatch notes, delivery notes, order confirmations, sample copies, etc.) must state the order number, order items, item number, quantities and correct address.

1.2 Completion of contract of the individual business deals

Blanket contracts, in particular call-off deals, service provision contracts and amendments to such contracts, require the written form or the written confirmation by OF and the corresponding written order confirmation by the supplier in order to become effective.

Call-offs and individual orders are performed by OF in writing or by telecommunication (fax, email, etc.) with reference to the responsible purchaser of OF. All orders must be confirmed by an order confirmation of the supplier to OF.

1.3 Placing orders with sub-suppliers

Any transfer of OF orders to third parties requires the prior written agreement of OF.

1.4 Written form of amendments / cancellation of purchase terms and conditions

The amendment or cancellation of these purchase terms and conditions, including this written-form clause, must be in writing.

1.5 Salvatory clause

Should individual provisions of these purchase terms and conditions be or become void then this will not affect the effectiveness of the remaining provisions. The void provision is to be replaced by an effective provision which OF would have submitted and the contract partners would have agreed in order to achieve the same – or at least a similar – economic success had the defect been known at the time of the completion of the contract. The same applies to closing contractual gaps.



2. Delivery

Provided no other written agreement has been made, deliveries are always to be performed with a delivery note. The supplier delivers the purchase item in adequate packaging to the agreed destination. The supplier is fully responsible for transport damages due to insufficient packaging.

Where several destinations have been agreed for the order, the supplier has to create separate dispatch notes.

An over-delivery or under-delivery, in particular in the case of order-related deliveries, is not permitted. Delivery must be precise. Under-deliveries or over-deliveries must be agreed in advance and in writing.

3. Delivery dates

Agreed delivery dates are deemed fixed dates and will become due at the destination on the agreed delivery date. Partial deliveries and early deliveries are only admissible with the written consent of OF.

4. Use, risk and property

Use, risk and property of the delivered goods are transferred to OF upon acceptance of the delivery at the agreed individual destination.

5. Prices

The prices are fixed until and including the last partial delivery, however, exclusive of VAT. Other prices than those in the order of OF as well as price changes and related provisions will only be binding if and in as far as these were expressly confirmed by OF in writing.

6. Payment terms and conditions

Provided no other agreement has been made, OF will pay the supplier's invoices within 30 days net only.

The payment period starts with the date of receipt of the original invoice at the earliest, however, not before receipt of the defect-free goods.



7. Guarantee / warranty

The supplier guarantees – independent of any further assurance agreed in individual cases – that the goods are free of faults at the time of delivery and meet the agreed specifications, have the assured properties and meet the then current status of technology as well as the current Swizz and international standards and are identified by valid inspection marks.

OF will inspect the delivered purchase item (random check) as quickly as possible without being bound to a deadline. In the case of certified suppliers OF deems a quantitative and quality-specific goods-inwards inspection regarding the product unnecessary.

Payments do not constitute an approval of the delivery. In the case of a defect, including the absence of assured properties, occurring during the guarantee period OF is entitled, in addition to the statutory rights and at its own discretion, to claim the immediate remedy of the defect free of charge, the rescission of the contract, the reduction of the purchase price or a replacement delivery. If the defect of the delivered item is not remedied immediately by the supplier or assembly work is performed, OF will also be entitled to perform the removal of defects itself or have it performed by third parties at the supplier's expense.

The guarantee period for any defects is two years from delivery of the goods. During this period a notice of defects can be given at any time. The period of limitation for warranty and guarantee claims is three years from handover of the goods. The guarantee period and period of limitation for the remedied goods and/or the replacement delivery begins anew with the remedial action and/or replacement delivery.

8. Third-party property rights

The supplier also accepts liability that the use of the supplied goods does not constitute an infringement of property rights or other rights of third parties. The supplier holds OF and its customers free of all third-party claims that may result from the infringement of property rights.

Related claims are limited to the period of limitation of relevant third-party claims, however, at least to 10 years after handover.

9. Product liability

The supplier holds OF completely free of any claims of third parties and compensates OF for any damages suffered, arising from the product liability and from damage prevention measures in connection with the delivery performed by the supplier.

On its part, OF will immediately notify the supplier of such claims, in which case any delayed notification does not result in a loss of rights. OF is entitled to claims against the supplier even after any deadlines arising from relevant product liability laws have elapsed.

The supplier undertakes to maintain a product liability insurance with a sufficient insured sum.



10. Non-disclosure

All documents provided to the supplier, in particular the documents mentioned on the order form, must not be reproduced or made available to third parties without the written approval of OF and furthermore must only be used to fulfil the order of OF and for no other purposes. The relevant undertakings of employees of the supplier and any related third parties are to be obtained. The documents and aids provided by OF are to be returned undamaged to OF at any time on the request of OF but no later than upon handover of the goods or, if expressly agreed, are to be kept by the supplier until revocation. In no case does a right to retain such documents exist.

11. Accident prevention regulations and environment protection

The delivery is to be performed in accordance with the latest editions of the relevant regulations and general rules of safety technology, occupational medicine, ergonomics, the regulations of professional associations and the regulations for the protection of the environment in Switzerland and the European Union.

For materials (substances, preparations) and objects (e.g. goods, parts, technical devices, uncleaned empties) which, because of their nature, may be a hazard to the life and health of people, to the environment and to property and which therefore, due to regulations, require special treatment with regard to packaging, transport, storage, handling and waste disposal, the supplier will submit a fully completed safety data sheet to OF in accordance with article 38 of the substances directive (systematic collection of federal law 814.013) and a relevant accident leaflet (transport).

In case of changes to the materials or the legal position, the supplier will submit updated data sheets and leaflets to OF.

12. Place of fulfilment

The place of fulfilment for all deliveries will be the destination specified by OF. If no destination is specified, the place of fulfilment will be the domicile of OF.

13. Contract language / interpretation

The contract language is German. In the case of interpretation issues regarding these business terms and conditions the German text will be solely decisive. The translation into a foreign language is purely of an informative nature.

14. Applicable law and jurisdiction

The relationship between the supplier and OF is governed exclusively by Swizz law, in particular the Swizz obligation law (OR) under exclusion of the United Nations Convention on Contracts for the International Sale of Goods from 11 April 1980 (Vienna UN trade law),

The jurisdiction for all disputes arising from this agreement and from all individual business deals is CH-9245 Oberbüren.

However, OF reserves the right to take legal action against the supplier at the supplier's place of business.