

1. Exclusive Applicability

- 1.1. These GPTC shall apply to all scenarios concerning the procurement of goods and services. They shall also pertain to the installation, individual parts and replacement parts as well as maintenance work.
- 1.2. The standard verbal arrangements between the business partners shall be binding on both parties. Deviating or additional terms, in particular also general purchasing terms and conditions of STRAUB's suppliers shall only apply if STRAUB has accepted them in writing beforehand.

2. Quotation

- 2.1. When an inquiry is submitted, the supplier is asked to submit a complimentary quotation that has been cost optimized. The supplier shall undertake to bring into the equation supplier's professional technical insights and experiences. In the quotation, the supplier shall comply exactly with the inquiry and in the event of deviations, shall make express written comments to brief STRAUB on these deviations. If the supplier should not mention any deadlines or expiration dates in the quotation, it shall be binding vis-à-vis STRAUB for 60 days after the date of receipt.

3. Purchase Order

- 3.1. Purchase orders shall be effective only if STRAUB has issued them in writing or confirmed them in writing.
- 3.2. A purchase order shall be binding upon STRAUB only if the order confirmation is identical with the purchase order. Failure to comment on an order confirmation that deviates from the purchase order shall not constitute an acceptance of the former.

4. Prices

- 4.1. Unless otherwise agreed upon, the defined prices per unit shall be fixed prices. Price changes and reservations concerning the former shall be binding only if and to the extent that they have been accepted by STRAUB in writing.

5. Delivery Times and Consequences of Tardiness

- 5.1. The delivery shall be due on the agreed upon delivery date at the designated destination. The delivery date shall constitute a firm date.
- 5.2. If the supplier should be unable to accept the stipulated delivery time, the supplier shall notify STRAUB within 8 days after receipt of the purchase order in the order confirmation. A change in the delivery date shall be subject to STRAUB's written approval. If such approval should not be given, Section 3.2 shall apply.
- 5.3. If the supplier should fail to provide any such notification, the delivery date shall be binding.
- 5.4. The supplier shall have the option to use the fact that necessary documents that STRAUB is supposed to provide or supplementary objects or individual components have not been delivered only if supplier has issued a timely request for them or sent a timely warning notice. In such a case, the delivery time may be extended based on a joint written agreement.

6. Transportation, Risk Assumption, Insurance and Packaging

- 6.1. Special modes of transportation and routes shall be agreed upon in writing.
- 6.2. The transfer of usage and risks shall occur upon delivery of the goods or services at the destination. The supplier shall directly insure supplier's deliveries against any potential transportation damages.
- 6.3. In the absence of other instructions, the shipments shall be shipped directly without commissioning a freight forwarder. Additional costs incurred due to partial shipments or freight surcharges (e.g. express shipment, expedited shipment) due to delivery delays shall be absorbed by STRAUB only if STRAUB has issued its express written consent to such arrangements.
- 6.4. The supplier shall be fully liable for the proper packaging of the goods. The supplier shall notify STRAUB in writing of any required special care when removing helpful instructions, unpacking the goods and the like.
- 6.5. Containers or packaging systems provided by STRAUB shall be promptly returned to STRAUB after their use.
- 6.6. Every shipment shall be accompanied by a delivery note that contains the order number and item number(s).

7. Disposal

- 7.1. If the delivered products should contain substances that are hazardous to the environment according to the statutory provisions at the delivery location, the supplier shall undertake to take these products or parts thereof back without charging STRAUB.

8. Health Protection and Protection of the Environment

- 8.1. STRAUB recommends that the supplier obtains certification in compliance with ISO14001 or based on this standard subject to continuous improvement measures. In particular, the supplier shall comply with the rules and provisions of Chemical Substances Regulation REACH (Registration, Evaluation and Approval of Chemicals), RoHS (Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Appliances) and 3TG (Conflict Free Supply Chain Pewter, Tantalum, Tungsten and Gold). The supplier shall also comply with all statutory, workplace safety and security relevant provisions and mandates. In the event that any such provisions or regulations should be violated, the supplier shall indemnify and hold STRAUB harmless against any and all third party claims, including those filed by government agencies.

9. Warranty

- 9.1. As the expert, the supplier shall warrant that the item delivered is perfect in terms of quality and does not have any deficiencies that would render it less valuable or useful for the intended use, that it has the characteristics STRAUB was assured of and that it is in compliance with the performance and specifications set forth in the contract and in applicable laws. Deficiencies as defined herein shall also be legal defects, such as the breach of intangible goods rights or non-conformity with the public-law based provisions in effect at the destination (e.g. DVGW, FDA, BS, CE, ISO, TÜV, SEV, etc.). Tests logs shall be included free of charge with the shipment upon request. Unless otherwise agreed upon in writing, STRAUB shall not inspect the incoming goods.
- 9.2. The warranty period shall be 12 months after the successful start-up or use, etc. of the delivered products. However, it shall not exceed 24 months after the delivery to the destination.
- 9.3. In the event that during the warranty period as set forth in Section 9.2, it should become evident that the delivery or parts thereof do not meet the warranty mandates pursuant to Section 9.1, the supplier shall be required to eliminate the deficiencies at the destination and supplier's expense. If the complete repair should not be possible within a time period that is acceptable for STRAUB, the supplier shall promptly deliver replacements that do not have any deficiencies. Otherwise the supplier shall undertake to promptly reduce the price. Transportation costs and any travel expenses incurred shall be borne by the supplier.

- 9.4. In urgent cases, STRAUB shall have the right to directly eliminate or have third parties eliminate the deficiencies and shall charge its own costs to the supplier.
- 9.5. The supplier shall assume liability for supplier's vendors and agents as if the services had been rendered by the supplier.
- 9.6. The supplier shall also cover replacement deliveries and remedial work with a twelve-month-warranty as stipulated in Sections 9.2, 9.3 and 9.4.

10. Product Liability

The supplier shall hold STRAUB harmless against any damages arising from product liability claims. This shall also apply to recalls and similar actions taken, if applicable also upon expiration of the warranty period. We shall charge such accounts receivable to the supplier.

- 10.1. As the expert, the supplier shall advise STRAUB in writing as to special hazards in connection with the handling, use or storage of the products and as to any product specific instructions STRAUB may have to comply with. Required danger alerts shall be posted on the packaging and shall be clearly emphasized in the user manual and, if possible, also be placed directly on the product.
- 10.2. Simultaneously with the price quote or the delivery of the goods, the supplier shall provide the required user manuals, which shall be compiled in the language of the destination country and be congruent with the user's ability to understand them. The supplier shall be liable for the purpose adequate design and verbalization of the danger alerts, the user manual and the instruction documentation.
- 10.3. The supplier shall keep STRAUB abreast of any deficiencies of supplier's products that may be detected later, to avert any foreseeable risk of damages in accordance with the applicable product liability legislation at the destination, including post distribution. The supplier shall also impose these obligations to supplier's own vendors and agents and shall assume liability for their compliance with these requirements.
- 10.4. As the expert, the supplier shall undertake to immediately make STRAUB aware of any new laws or insights in the scope of product liability if new purchase orders are placed or if such changes apply to ongoing deliveries.

11. Confidentiality and Intellectual Property Rights

- 11.1. All information, drawings, etc. STRAUB provides to the supplier for the production of the object to be delivered, shall not be used for any other purposes, shall not be reproduced or made accessible to third parties. We shall be entitled to any and all copyrights. Upon request, all documentation, any copies or reproductions of the former shall be promptly surrendered to STRAUB upon request. If deliveries should not be materialized or any delivery be completed, the supplier shall promptly return the aforementioned records to STRAUB without having to be prompted to do so.
- 11.2. The supplier shall treat the purchase order and any affiliated work or deliveries as confidential. Reference statements shall be subject to our prior written consent.
- 11.3. The supplier shall impose the obligations pursuant to Sections 11.1 and 11.2 also upon supplier's own employees, agents and sub-suppliers and shall be liable for the formers' compliance with these mandates. This shall also apply to installation and maintenance staff.
- 11.4. At STRAUB, any technical documents of the supplier or supplier's vendors shall be treated as confidential. They shall remain the supplier's or vendor's intellectual property.

12. Right to Inspect and Work to be Performed at STRAUB's end

- 12.1. STRAUB shall have the right to check the progress of the work at the supplier's or vendors end. This shall neither alter nor restrict the supplier's obligation to fulfil the contract. Upon making prior arrangements, STRAUB may conduct quality and/or due date audits at the supplier's or supplier's vendors' end.
- 12.2. When the supplier or supplier's vendors are performing work at our end, they shall also observe our safety instructions in addition to these GPTC.
- 12.3. The supplier shall undertake to insure supplier's installation and maintenance staff against the risks of illness, all types of accidents, fatalities as well as liability, also at the destination to ensure STRAUB is released from any liability.

13. Production Supplies

- 13.1. Production supplies (e.g. tools, dies, moulds, devices, models, samples) STRAUB provides to the supplier or for which STRAUB pays, shall be STRAUB's property. They shall be used exclusively for the fulfilment of STRAUB's orders and shall neither be destroyed nor passed on to third parties without our prior consent. The supplier shall undertake to mark such items as STRAUB's property. Upon first request, the supplier shall hand over such production supplies to STRAUB.
- 13.2. The obligations set forth in Section 13.1 shall be in effect for the time the production supplies remain in supplier's possession. This shall also apply in the event that the supplier is not required to fulfil an order for STRAUB. The supplier shall assume the risk of accidental loss, decline and damages to the production supplies and shall undertake to reimburse STRAUB for the acquisition value of the production supplies, if any of these scenarios should materialize.

14. Payment Terms

- 14.1. Unless otherwise agreed upon, effective payment shall be made in CHF, either no later than 30 days after receipt of the invoice, net; or within 10 days after receipt of the invoice minus 2 % early payment discount; however, no sooner than upon acceptance of the delivery. STRAUB reserves the right to offset counter demands.
- 14.2. The assignment of accounts receivable of the supplier to third party shall not be accepted by STRAUB.

15. Advance Payments

- 15.1. If advance payments should be made, the supplier shall provide reasonable collateral (e.g. a bank guarantee).

16. Force Majeure

- 16.1. The contracting parties shall not assume liability for the non-fulfilment of contractual obligations caused by events of force majeure. Incidents of "force majeure" shall only be incidents that occur after the conclusion of the contract that are not foreseeable as well as objectively non-applicable circumstances such as war, natural disasters, boycott, strikes, etc. or legal impossibilities, etc. Such incidents of force majeure shall permit either party to either rescind from the contract or to defer the fulfilment of the former until the circumstances have ended without being liable for any compensation for damages.
- 16.2. The contracting party citing force majeure shall undertake to promptly notify the other party, and if the situation was known ahead of time, share with the other party the materialization and the anticipated duration. Failure to do so shall make it impossible for the party to cite force majeure.
- 16.3. Upon STRAUB's request, the supplier shall provide us with a notarized confirmation issued by a government agency documenting the circumstances the supplier claims to consider force majeure.

17. Code of Conduct

The supplier shall undertake to comply with the Code of Conduct in terms of ethics and morals (human rights, child labour, corruption and bribery, compliance with related laws, etc.) and to also enforce compliance with the former by supplier's vendors.

18. Place of Fulfilment, Governing Law and Place of Jurisdiction

- 18.1. The place of fulfilment for deliveries and payments shall be STRAUB's domicile here in Wangs, Switzerland or the destination listed in the purchase order.
- 18.2. These GPTC and the individual delivery contracts shall be governed by Swiss law. The place of jurisdiction shall be at STRAUB's domicile in Wangs, Switzerland.