

ERAM AG's General conditions of purchase

1 Applicable provisions

- 1.1 The legal relationship between supplier and purchaser is governed by these conditions and any other written agreements. Changes and supplements must be in writing. Other general terms and conditions do not apply even if they have not been expressly contradicted in each specific case. Previously granted conditions, whether as a courtesy or otherwise, do not waive these conditions of purchase.
- 1.2 Paragraphs 1, 2, 8 and 9 of these general purchase conditions create obligations for the parties starting from the tender phase.

2 Offer

- 2.1 In response to a request from ERAM, the supplier submits a quote to ERAM free of charge. The supplier must comply precisely with ERAM's request. The materials to be used, the operations and any other thermal and galvanic treatments must be listed in the tender.
- 2.2 The supplier's quote is binding for at least 3 months (subject to exchange-related changes in metal prices).

3 Order

- 3.1 Our delivery plan, particularly the status contained therein, is an integral part of our order.
- 3.2 Order and delivery schedules, and any changes and additions, must be in writing by us; submission by fax/email is sufficient.
- 3.2 The supplier confirms the order within 5 working days. If the supplier does not object, delivery schedules become binding at the latest within 3 working days.
- 3.3 The purchaser can, within reason, demand alterations to the design and specifications of the delivery item from the supplier. The implications, particularly in terms of increased or reduced costs and delivery times, must be taken into account.

4 Prices

- 4.1 Unless otherwise agreed in writing, stated prices apply carriage paid (to the delivery address) including freight and packaging, but **excluding** VAT.
- 4.2 If ERAM pays all or part of the costs of tools, the tools may be used ONLY for ERAM's orders.

5 Delivery

- 5.1 Delivery must be accompanied by a delivery note. For each order, an invoice is sent separately by post on the day of delivery.

6 Packaging

- 6.1 Packaging must be absolutely neutral and both outer and inner packing must be appropriate (i.e. blister if necessary, etc.).
- 6.2 On the inner packaging, the part number, quantity and, if requested, lot number are to be provided in pencil or with removable labels.

7 Payment

- 7.1 Payment is made 30 days after the end of the delivery month with a 2% discount. In the case of early deliveries, payment due date depends on the agreed date of delivery.
- 7.2 Payments do not imply any acknowledgement.
- 7.3 Insofar as certificates for materials or other supporting quality assurance documents are agreed, they form a material component of the delivery and must be sent at the latest with the

goods in question. If such documents are unavailable when the invoice is received, the payment period begins on receipt of the agreed documents.

8 Transfer of risk and shipment

- 8.1 The supplier bears the risk of shipping until the goods reach the shipping address.
- 8.2 Delivery of more or less than the quantity ordered is allowed only by written agreement.
- 8.3 For any trans-border delivery, the supplier provides valid preference documents (declaration of origin, movement certificate, preferential certificate of origin, certificate of origin, etc.) free of charge.
- 8.4 Unless otherwise documented, the country of supply is deemed the country of origin.

9 Delivery date

- 9.1 Agreed dates and deadlines are binding. The receipt of goods at the specified delivery address is decisive for compliance with the delivery date. The supplier must provide the goods in a timely manner, taking into consideration customary times needed for loading and shipping.
- 9.2 In the case of a known delay of a delivery or service, ERAM must be notified immediately. The acceptance of a late delivery or performance does not constitute a waiver of a claim for damage caused by the delay.

10 Material warranty

- 10.1 The supplier is liable for ensuring that the products are free from **defects** that reduce their value or suitability for use, particularly any deviation from the features, services or technical specifications stipulated in the offer. The product must comply with relevant laws, administrative and other regulations or technical provisions. The supplier is liable regardless of the cause of the defect (e.g. careless work, use of unsuitable material, deviation from ERAM's plans or specifications, etc.) and regardless of fault. The warranty also covers parts manufactured by the supplier's subcontractors. For each defect, ERAM first has the right to require the supplier to remove it at the supplier's expense within a reasonable time period. If a full order (repair) is not possible within a reasonable time period, the supplier is obliged to deliver a defect-free replacement for the contract product free of charge. If the supplier does not correct the deficiency by ERAM's given deadline, refuses to do so or appears unable to do so, ERAM is entitled to take alternative steps at its discretion:
 - 10.1.1 execute the improvement by a third party or by ERAM itself, at the expense of the supplier;
 - 10.1.2 deduct an amount equal to the reduced value of the contract product from the payment due;
 - 10.1.3 rescind the contract. ERAM is discharged from payment obligations and may claim a refund of payments already made. The contract product is returned to the supplier at its own expense. The supplier bears the additional costs for ERAM's procurement of defect-free goods.
 - 10.1.4 If a defect has caused damage, including the operational interruption of a client of ERAM, ERAM has the right to compensation in addition to the above rights, particularly insofar as ERAM itself is liable to its customer for compensation for the damage.
- 10.2 The supplier guarantees for a period of 12 months, even without timely notification of defects, that the delivery has no defects impeding its use or operation or with respect to the characteristics guaranteed by the supplier. The supplier waives objections to late notification of defects. If notification about a defect is made, the warranty period will be extended by the time period between notification and rectification of the defect.

11 Legal warranty and confidentiality

- 11.1 The supplier takes full responsibility that the delivery and use of the delivered items infringes no patents, licenses, rights or royalties, and is responsible for the payment of any applicable licensing fees.

- 11.2 Drawings, models, samples, manufactured items, etc. may not be passed on to third parties or used for purposes other than those specified in the contract without ERAM's written permission, and should be protected from unauthorised viewing or use. Any and all commercial and technical information that is not self-evident and that the supplier learns through this business relationship is to be treated as a trade secret; subcontractors also are bound accordingly.
- 11.3 The supplier may not refer to the business relationship in advertising without ERAM's prior written consent.
- 11.4 ERAM can at any time demand the return of its property, such as drawings, models, samples or tools, etc.

12 Performance, jurisdiction and applicable law

- 12.1 The place of performance for deliveries and services is Allschwil or another destination specified by ERAM in writing. For all disputes, the exclusive place of jurisdiction is the court at ERAM's domicile. ERAM AG, however, reserves the right to bring a legal action against the supplier at its domicile or before any other court of competent jurisdiction.
- 12.2 Swiss law applies exclusively with respect to any eventual contractual relationship between ERAM and its suppliers.
- 12.3 The invalidity of individual purchase conditions does not affect the validity of the remaining conditions.