

## General Purchasing Conditions

### 1. General

Orders by Confecta AG (hereafter referred to as "CAG") must be made in writing and are based exclusively on these general purchasing conditions, unless the order contains stipulations to the contrary. If CAG requires the supplier to confirm the order, the contact commences from the moment this is received. The general conditions of the supplier only become part of the contact if CAG expressly accepts this in writing.

### 2. Object

The type, scope, and time of service are to be stated in the order. Any changes must receive the written consent of CAG. The specific features of the execution and the service are deemed to be the guaranteed characteristics. It is assumed that these characteristics include worthiness for use, totally electronic processing of calendar dates and execution in accordance standards and prescriptions of the country of destination, if this is not stated in the order, those of the country of delivery.

### 3. Delays

The supplier is obliged to take measures to prevent any foreseeable or possible threats and inform CAG of this immediately.

### 4. Supply and transfer of ownership

Orders are subject to Incoterms 2000; DDU supply item applies. Ownership is transferred when CAG is delivered. CAG reserves the right to return deliveries with defective packaging, markings or documentation as well as partial or advance deliveries that have not been agreed to in writing, or accept them and store them at the cost and risk of the supplier until the contact has been correctly fulfilled. Any freight and packing costs are included in the price, but for trade statistics purposes must be indicated separately. CAG may return packing material for a credit note.

### 5. Export control and customs

For goods, the customs rate number of the country of origin must be given, and for listed goods, the national list number including that for the USA if the goods are subject to U.S. re-export conditions. Preferential proof of origin and conformity declarations and the indication of the origin or country of delivery must be provided without being asked, as well as autonomous certificates of origin if requested.

### 6. Conditions of payment

Payment within 15 days is to be made with a 2% discount and paid in full at 60 days after deliveries that comply with the contract. CAG reserves the right to withhold payment if defects are spotted.

### 7. Guarantee

**The immediate obligation to check and give notification of defects does not apply here in accordance with Art. 201 OR (Swiss Code of Obligations)**

CAG may make a complaint at any time during the guarantee period. The guarantee period is 24 months from delivery, and recommenced for replacement parts as of their delivery. The guarantee includes actual or legal defects to the object and the lack of ensured or preconditioned characteristics.

### 8. Usufruct of standard software

The supplier grants CAG the non-exclusive, transferable right to standard software included in the object of the order to be used in accordance with the conditions. The supplier shall guarantee that it has the corresponding usufruct and distribution rights and will not hold CAG liable for any claims by third parties for violation of such rights. CAG may make copies of the software for security reasons and for archiving purposes.

### 9. Liability

The supplier releases CAG of all claims of product liability by third parties relating to the delivery or service, protection of the environment and protection of intellectual property and in no way holds CAG liable. CAG is obliged to inform the supplier immediately of any claims that are made against CAG.

### 10. Copyright and confidentiality

All rights to documents, plans, diagrams, item lists, technical documents, software etc that CAG passes on to the supplier in order to complete the order remain the property of CAG. The supplier may use the documents and all information therein for the purpose of fulfilling the order only; the supplier is not authorised without the prior written consent of CAG, to use these documents and this information to make products for third parties or copy, duplicate such documents or information, or in any way give full or partial access to them unless this is required to carry out the order. CAG may not be cited in publications in connection with the order without the prior written consent of CAG.

### 11. Data protection

The supplier will ensure data protection through taking the appropriate precautions and agrees to CAG processing personal information and passing it on to third parties in Switzerland and abroad for the purposes of dealing with the order or to foster business relations.

### 12. Competent court and applicable law is

**Sitterdorf/Switzerland.** CAG is however authorised to sue the supplier at its own headquarters. The order is subject to Swiss legal obligations. The application of the UN agreement of 11 April 1980 international trade agreements is not applicable.

Sitterdorf, March 2009