

General Terms of Delivery

1. Order and Delivery

- a) Each order issued by SPECTROS AG shall be governed exclusively by the following conditions. Any agreements differing from this shall not be valid until they are confirmed in writing by SPECTROS AG.
- b) Orders with a total order value greater than CHF 1,000 must be confirmed in writing by the Supplier within 10 business days.
- c) The delivery dates are to be understood as the dates upon which the orders arrive at the factory of SPECTROS AG and are binding. Orders may only be divided into partial deliveries after prior approval of SPECTROS AG and with the assumption of any additional costs by the Supplier (e.g. higher transport cost share).
- d) The Supplier must immediately notify SPECTROS AG of foreseeable delivery delays. In this case, SPECTROS AG shall grant a reasonable grace period.
- e) The quantities which have been ordered must be supplied. In the case of special parts produced exclusively for SPECTROS AG, a maximum permissible overdelivery/underdelivery of +/- 10% of the order quantity shall be accepted, insofar as the per-unit price is less than CHF 5.00. Additional expenses resulting from non-compliance shall be billed to the Supplier (e.g. storage costs).
- f) The products/materials must be delivered to SPECTROS AG in appropriate packaging. In addition, the products/materials must be provided with anti-corrosive protection sufficient for a storage duration of at least three (3) months.
- g) Requirements for commercial documents:
 - Order numbers and responsible persons must be identified on the order confirmation, delivery note, packing slip, invoice, and in all written correspondence.
 - The delivery note and invoice must be provided in duplicate.
 - The proof of origin must be confirmed on the invoice in accordance with the European Free Trade Agreement.

2. Technical Documents, Samples

- a) Drawings, drafts, samples, production specifications, etc., which SPECTROS AG hands over to the Supplier for preparation of a quotation or for the execution of an order, shall remain the property of SPECTROS AG and may not be used for other purposes, nor duplicated or made accessible to third parties.
- b) Technical and quality assurance documentation received from SPECTROS AG must be kept safe and handed over to SPECTROS AG after production of the last product/material.

3. Requirements for Production and Testing Documentation

The Supplier must store the respective production and testing documents for a period of 15 years in a manner such that they remain legible, easily recognisable, and can be located.

4. Execution

The products/materials must be supplied in accordance with the specifications and drawings of SPECTROS AG. Any deviation from the specifications must be submitted to SPECTROS AG in advance and must be confirmed in writing.

5. Initial Sample

- a) An initial sample, including a test report for serial release, must be submitted to SPECTROS AG in the following situations:
 - New products / parts / materials
 - Product changes (e.g. design, specification, material changes)
 - Process changes (e.g. use of new, modified, or relocated tools and production facilities)
 - Production interruptions of more than 24 months
 - Change of Supplier or subcontractor
- b) These samples must have been produced under serial conditions and carefully inspected in regard to all features. Five (5) samples, individually packaged and numbered, must be delivered to SPECTROS AG for sampling purposes. The test results must be documented with specification of the measuring devices.
- c) In the case of large or expensive products, multi-purpose tools / clamping fixtures, spare parts, and electronic components, the initial sample testing may be reduced to one (1) unit after approval by SPECTROS AG.

6. Quality Monitoring

Quality must be guaranteed during the production process by means of a clearly defined quality assurance system and documented where stipulated by SPECTROS AG.

7. Acceptance and Guarantee

- a) The Supplier guarantees that the products/materials which they have delivered are free from production and material errors and conform to the required specifications.
- b) The products/materials arriving at SPECTROS AG will be essentially inspected with regard to quantity and identity, as well as for transport and packing damage. The Supplier shall be notified immediately of any defects discovered in this connection.
SPECTROS AG shall inspect the products/materials for further defects during production and immediately notify the Supplier as necessary.
- c) If the products/materials should be defective or fail to meet the required specifications, SPECTROS AG shall be entitled, according to its own discretion, to demand replacement delivery or remedy of defects by the Supplier within a reasonable grace period set by SPECTROS AG. SPECTROS AG reserves the right to bill the Supplier for testing and shipping costs arising in this connection.
- d) If the period according to 7c) should pass without replacement delivery or the complete remedy of the defect, SPECTROS AG shall be entitled, according to its own discretion, to demand a reduction of the purchase price or cancellation of the contract.
- e) In agreement with the Supplier, SPECTROS AG may carry out the remedy of defects itself or commission a third party to do so; however, the Supplier is by no means released from any guarantee obligations as a result. The so resulting expenses shall be borne by the Supplier on principle.
- f) If any claims are asserted against SPECTROS AG in the event of personal injury, damage to the property of third parties, or other damages resulting from actions or omissions on the part of the Supplier, SPECTROS AG shall have a right of recourse against the Supplier.

8. Prices

- a) The prices specified by SPECTROS AG are binding. If a price is not specified, the maximum price that SPECTROS AG shall accept is the last price previously paid.
- b) The prices shall be understood in Swiss Francs insofar as no other currency is indicated in the order, excluding value-added tax.
- c) In case of on-call orders, the prices shall be fixed for a period of at least 12 months.
- d) Tool costs must be billed separately from the value of the products/materials, as a basic rule. In this case, the corresponding devices/tools are the property of SPECTROS AG; otherwise, the tool costs must be identified as a tool cost share with a corresponding price reduction.
- e) The tools and devices provided by SPECTROS AG must be maintained by the Supplier and returned in undamaged condition.

9. Payment

Payment shall take place within 30 days of receipt of the products/materials and invoice.

10. Place of Fulfilment

- a) The place of fulfilment for deliveries and services is 4107 Ettingen/Basel-Land, Switzerland.
- b) The place of fulfilment for payment is the registered office of the Supplier.

11. Legal Venue, Applicable Law

- a) The parties agree upon Bern as the place of jurisdiction. However, SPECTROS AG shall be entitled to take legal action against the Supplier in the location of their registered office.
- b) Swiss law shall apply exclusively for the entire legal relationship with the Supplier, however to the exclusion of the Vienna Convention (UN Convention on Contracts for the International Sale of Goods, CISG).