

1. General provisions

The following Tuchschnid Terms and Conditions of Purchase are valid for all companies in the Tuchschnid Group, in particular:

- Tuchschnid AG, CH-Frauenfeld
- Tuchschnid Constructa AG, CH-Frauenfeld

In the following Terms and Conditions, each individual company shall be referred to as Tuchschnid.

Tuchschnid Terms and Conditions of Purchase shall apply exclusively to all deliveries and services. Deviating or conflicting terms and conditions of our suppliers are excluded, unless Tuchschnid has explicitly granted written consent to their applicability. Tuchschnid Terms and Conditions of Purchase shall be valid for future purchases, even in the absence of an express agreement to this effect.

To the extent that individual agreements have been concluded between the Supplier and Tuchschnid, these shall take precedence. It is hereby agreed to extend the applicability of these Terms and Conditions of Purchase to any such contracts and agreements. Amendments and supplements to these Terms and Conditions, as well as collateral agreements, require the written form to be valid. Each order issued by Tuchschnid and accepted by the Supplier represents a separate contract.

2. Conclusion of the Contract

Orders must be in writing to be valid. All orders issued by Tuchschnid must be confirmed by the Supplier in writing no later than 3 working days following receipt. Deviations from our order with regard to delivery date, material or quality must be explicitly specified by the Supplier. Modifications and/or supplements to orders which are received by Tuchschnid following receipt of the order confirmation require written confirmation from Tuchschnid to be valid. The Supplier undertakes to fulfil all orders personally. The Supplier is required to consult with Tuchschnid and obtain prior written approval before assigning orders to subcontractors. The Supplier shall be liable to Tuchschnid for performance carried out by subcontractors in the same way as for his own work. The assignment of any claims due to the Supplier to a third party requires the written consent of Tuchschnid.

Tuchschnid is entitled to request modifications to the object for delivery following confirmation of the contract, to the extent it is reasonable to expect the Supplier to fulfil this request. Such modifications should be considered in terms of their impact on the delivery date and the increase or reduction in costs.

3. Confidentiality

Any technical documents provided by Tuchschnid may not be copied without written consent, including sketches, plans, drawings, samples, models or similar. All rights thereto (copyrights, patents, etc.) shall remain the property of Tuchschnid. The documents shall not be used for, or made known to third parties without the express written permission of Tuchschnid. All other commercial and technical details as well as other operations, which are known to the supplier by the business relationship with Tuchschnid, are so long to keep a business secret absolute confidential, as these details or operations are not generally known, regardless of the behavior of the supplier. Third-party subcontractors shall be bound by this confidentiality obligation in equal measure.

4. Material defects/guarantee/warranty

The Supplier guarantees that the goods and services provided are free from defects, meet the specifications stipulated by Tuchschnid in the order, are suitable for unlimited use as provided under the terms of the contract and comply with all relevant statutory requirements, regulations and guidelines of authorities and professional associations.

Tuchschnid must be notified in writing without delay, no later than prior to the start of production, of any misgivings the Supplier may have with regard to the product specifications as defined by Tuchschnid.

Incoming goods inspections in the premises of Tuchschnid shall be restricted to a verification of the identity and quantity of the delivered goods and a visual inspection to identify any manifest external damage, in particular transportation damage. Tuchschnid shall request remedy of any such defects in accordance with statutory requirements. In addition, the inspection of the delivery by Tuchschnid is not subject to a specific deadline. Any complaints regarding non-manifest defects may be made in writing or orally at any time prior to expiry of the warranty period.

The warranty period is two years, beginning on the date of delivery at Tuchschnid, or at the contractually agreed place of delivery.

In the case of movable goods or works which for their intended purpose are incorporated into immovable assets and which could cause defects to such assets, the warranty period shall amount to five years. The warranty period commences on approval of the complete asset by the Principal on delivery by Tuchschnid.

Tuchschnid is entitled to assert defect claims to the full extent of statutory provisions. Tuchschnid is in all cases entitled to request the Supplier for either the cancellation of the order, a reduction in price or the delivery of a new item or service. In the case of defects in works provided by the Supplier, Tuchschnid reserves the right to request subsequent performance from the Supplier.

Tuchschnid reserves the express right to compensation, in particular the right to compensation for damages instead of performance. In the event of imminent danger, Tuchschnid is entitled to remedy the defect itself or by a third party, at the Supplier's expense.

The Supplier is obligated to shoulder all expenses required for subsequent performance, in particular those expenses associated with the detection and repair of the defect, also in the event that such expenses are incurred by Tuchschnid or its clients, in particular costs for inspection, removal or installation, transport, travel, labour and materials. This shall apply equally in cases where the goods or services are not located at the place of fulfilment, thereby increasing the associated costs. In addition, Tuchschnid shall be compensated for all damages incurred as a result of the defect.

Should defects be intentionally concealed, or remedied without the consent of Tuchschnid, Tuchschnid is entitled, under reservation of the right to assert damage claims for direct and indirect damages, to cancel all outstanding orders with immediate effect.

If so requested, a guarantee certificate shall be issued together with the final billing statement amounting to 10% of the total amount with a validity period of 5 years. For orders exceeding CHF 100,000.00, Tuchschnid is entitled to request that this guarantee certificate is issued by a Swiss bank or insurance company. The guarantee certificate shall be issued in the form of a joint security. In the absence of this guarantee, the final billing statement shall not be settled.

5. Product liability

The Supplier is liable for all personal injuries and material damages caused by defects in the delivered goods, in accordance with statutory provisions. The Supplier shall take out appropriate, worldwide valid product liability insurance to this effect. The Supplier shall release Tuchschnid, on first demand and with pleas and objections of any kind waived, from any third-party claims which may be asserted against Tuchschnid in connection with defective goods delivered by the Supplier.

Within the scope of this liability for damages, the Supplier is also obligated to reimburse any expenses incurred in connection with a product recall carried out by Tuchschnid.

6. Proprietary rights

The Contractor warrants that no proprietary rights held by third parties are violated through or in connection with his deliveries. In the event that a third party should assert a claim against Tuchschnid for the violation of proprietary rights in connection with goods delivered, the Supplier is obligated to release Tuchschnid on first written demand from any liability with regard to such claims. The Supplier's obligation to indemnify Tuchschnid shall also extend to any expenses incurred by Tuchschnid as a result of or in connection with such third-party claims.

7. Delivery schedule and delays

The delivery dates stipulated by Tuchschnid are binding, unless the Supplier adjusts them without delay. The specified dates represent the date of arrival at the destination. In the case of deliveries made in advance of the scheduled date, Tuchschnid reserves the right, after consultation with the Supplier

- to return the goods at the expense and risk of the Supplier and/or
- to store the goods internally or with a third party at the expense and risk of the Supplier and/or
- to withhold payment of the respective invoice until the agreed delivery date

In the event that it is not possible to deliver an order in the agreed quantity, or on the agreed date, Tuchschnid must be notified in writing without delay. This notification obligation shall not release the Supplier from his liability for the consequences of a delay. The delivery notes and invoices for all resulting partial deliveries must be clearly marked "partial delivery".

A delivery delay takes effect on expiry of the agreed delivery date, without issuance of notice. In the event of a delivery delay, Tuchschnid is entitled to the applicable legal claims. In particular, following the expiry of a reasonable deadline without result, Tuchschnid is entitled to withdraw from the contract and to claim damages in place of performance. In addition to damages, Tuchschnid is further entitled to charge a contractual penalty amounting to 0.2% of the total order value for each working day following expiry of the deadline, but not to exceed the amount of 5%. Should the delivery delay be caused by occurrences of force majeure (e.g. natural disasters, war, labour unrest, acts of government, etc.), which are beyond the Supplier's control, the delivery date shall be extended by a reasonable period. The Supplier shall notify Tuchschnid in writing without delay of the beginning and end of such circumstances and shall discuss and implement appropriate remedial measures, such as express transportation, in collaboration with Tuchschnid.

Tuchschnid shall be released from the obligation to accept the agreed delivery of goods or services, in whole or in part, and to this extent is entitled to withdraw from the contract, in the event that the goods or services are no longer usable by Tuchschnid on account of the delay caused by force majeure and taking into account financial considerations.

8. Fulfilment/delivery/packaging/documentation

The Supplier undertakes to deliver the goods and services as contractually agreed and to comply with all applicable statutory requirements of the destination country with regard to construction, health and safety and environmental regulations, as well as with all technical regulations defining generally acceptable standards for technical equipment, environmental engineering and safety engineering equipment. In the event of the delivery of machinery or capital equipment, this includes the provision of the appropriate installation and commissioning services to ensure due compliance with regulatory and operational requirements.

Unless otherwise agreed in writing, all deliveries shall be based on DDP terms (Incoterms 2010 version). The transfer of risk shall be deemed complete on delivery of the ordered goods at the address specified by Tuchschnid.

The Supplier shall be liable for any transport damage which is the result of improper packaging. Transport of the goods shall strictly comply with the packaging units stipulated by Tuchschnid. The Supplier shall ensure that all packaging materials comply with currently applicable environmental guidelines. Reusable packaging or packaging that fails to meet environmental guidelines shall be returned to the supplier or disposed of, at his expense.

In the event that Tuchschnid specifies an order, project or article number at the time of order placement, the Supplier is obligated to include this number in all correspondence and on all shipping documents and delivery notes. The Supplier shall also provide any specific documents required by the authorities of the destination county, such as safety data sheets, in their latest version and without being requested to do so, in particular as mandated for the shipment of hazardous goods. The Supplier shall be liable for any processing costs incurred by Tuchschnid, or for the consequences of any delays caused by incorrect or missing numbers, or missing documentation.

9. Prices/payments

Prices agreed at the time of order placement shall remain in effect until delivery of the order is complete. Any price increases require written notification in advance and must be confirmed by Tuchschnid in writing to be valid. In the absence of agreements to the contrary, all prices are based on DDP terms (incoterms 2010).

Payment terms for all Suppliers shall be 30 days at 2% discount, 60 days net.

Payments made do not imply an acknowledgement that the goods and services comply with the contractual terms. In the event of defective goods and services, Tuchschnid is entitled to withhold payment proportionately, until fulfilment is duly completed.

10. Export regulations/export requirements/country of origin requirements

To ensure compliance with statutory export requirements, all deliveries of goods and services which are subject to Swiss or EU export regulations shall include the export classifications on the order confirmations. In addition, without exception, all invoices and delivery documents must specify the classification of the goods pursuant to Swiss and EU export regulations and further provide all pertinent information required by customs (HS code, country of origin), in accordance with applicable Swiss and EU statutory requirements.

For all cross-border transactions, the Supplier is required, at his expense, to include the appropriate, valid proof of preference in the shipping documents (declaration of origin, movement certificate, certificate of preferential origin, etc.) as required by the destination country for importation and/or preferential import duty processing of the goods. The Supplier further undertakes to obtain all required export licences, at his expense.

The Supplier undertakes to obtain all relevant information regarding potential export bans or export limitations in a timely manner. In the event that such restrictions should be imposed, the option of withdrawal from the contract without penalty is hereby agreed.

11. Replacement and consumable parts

The Supplier undertakes to guarantee the availability of spare parts and consumable parts for the continued operation of the delivered goods for a period of ten years from the date of delivery.

12. Place of fulfilment/applicable law/place of jurisdiction

Place of fulfilment for all deliveries of goods is Frauenfeld, or the location of the final customer as specified by Tuchschnid. The transfer of use and risk shall take place on receipt of the goods by Tuchschnid or the final customer.

This legal relationship shall be subject to the material law of Switzerland, whilst the provisions of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna UN Sales Convention) are expressly excluded.

Exclusive place of jurisdiction for all disputes – unless otherwise agreed in writing – is Frauenfeld/TG. Tuchschnid is however entitled to initiate legal proceedings at the main business address of the Supplier, at the Supplier's branch office or at the location of any pending legal proceedings against Tuchschnid.

13. Miscellaneous provisions

In the event that the Supplier ceases deliveries, or insolvency proceeding are applied for against the assets of the Supplier, or a legal or out-of-court settlement is applied for, Tuchschnid is entitled to withdraw from the contract. If withdrawal does not take place, Tuchschnid is entitled to withhold a minimum amount of 10% of the purchase price to secure its contractual claims until expiry of the contractual limitation period for defective goods claims.

The Supplier agrees that any personal data that we may receive within the scope of or in connection with this business relationship shall be processed and used under the terms permitted by the Swiss Data Protection Ordinance.

Should a provision of these Terms and Conditions, or a provision within other Tuchschnid contractual agreements be or become ineffective, the effectivity of the remaining provisions of these Terms and Conditions/agreements shall remain unaffected. In such a case, the contractual partners are obligated to replace the ineffective provision with one which comes as close as possible to the economic significance of the ineffective provision.

14. Liability

The present version of the Terms and Conditions of Purchase is a translation of the original version in German. As binding applies the German edition.

