

General terms and conditions of contracts of WANDER AG

(March 2015 edition)

1. Orders

Orders are valid only if they have been placed or confirmed in writing by WANDER.

2. Delivery time

2.1. Save where otherwise agreed in writing with the supplier, a **delivery time of ten days** shall apply from the date of the firm order or confirmation by WANDER. Any delays have to be reported immediately to WANDER and entitle WANDER (i) to cancel the contract, without prior notice or setting a period of grace and (ii) to claim a relevant compensation.

2.2. The supplier may only refer to the absence of necessary documents or further items which have to be provided by WANDER, if the request is done in writing. The delivery lead-time can only be amended by mutual agreement.

3. Transport

3.1. The delivery conditions indicated in the order apply to the transportation.

3.2. The supplier is responsible for a proper packing. The supplier is liable for any damage caused by defective packaging or inadequate instructions to the mandated carrier.

3.3. Weights must be indicated on any package, gross, net and tare, in a clearly visible manner.

3.4. Products shall be marked in compliance with EAN.UCC standard. The indications given in GS1-128 Barcode Codification apply to the marking of cartons, pallets and containers.

4. Warranty / defect liability period

4.1. The supplier is liable for any legal and substantive defects and for ascertained properties in compliance with the provisions of the Swiss Code of Obligations. Properties and characteristics defined by WANDER in the order are regarded as fully granted, save where otherwise agreed in writing. The supplier must call attention to possible influencing factors which may impair the suitability of the consignment for use. In case of defective products WANDER has the choice (i) to cancel the contract, or (ii) to request a reduced price or (iii) in case of a work contract to request the supplier to make the relevant improvements.

The obligation to examine delivered goods for visible defects shall be deemed to have been performed in a timely manner if it is done within four weeks of the date of delivery. Hidden defects must be notified by WANDER in writing to the supplier within two weeks of the date on which they are fully known to WANDER.

4.2. The supplier's warranty shall likewise extend to the components made by subcontractors.

4.3. The goods to be delivered must satisfy the applicable statutory legal requirements as well as any existing rules laid down by associations.

4.4. Orders are placed with the requirement that the goods to be delivered must comply with the acknowledged state of the art in respect of safety and be of such a nature that, provided they are used for the intended purpose and with due care, no risk to life, safety and health exists.

4.5. Save where otherwise agreed, the defect liability period shall be two years for movable goods and five years for immovable goods. It begins on the date of delivery. Where acceptance with a functional test has been agreed, the warranty period begins at the time when the acceptance report has been signed and executed. The warranty is extended by the time for which equipment was not operational because of the need to repair the defects.

5. Drawings / samples and operating instructions

Before manufacturing begins, implementation drawings and samples must be made available to WANDER as appropriate for prior approval. Approval by WANDER does not release the supplier from its full responsibility for correct working and feasibility. The definitive implementation plans, maintenance and operating instructions, together with spare parts list for orderly maintenance of the goods /equipment, must be supplied to WANDER during the assembly period, generally in triplicate.

6. Assembly

If the supplier is responsible for the assembly of the equipment, this is fully included in the agreed supply price, save where special remuneration has been agreed in writing.

7. Work on WANDER premises

7.1. When work is performed on WANDER premises, in addition to these general terms and conditions, the safety instructions of WANDER shall apply accordingly.

7.2. The supplier is liable for any damage caused by him or by any auxiliary person, either by deliberate intent or through negligence when work is performed on the premises of WANDER.

7.3. If WANDER so requests, the supplier must present a copy of a civil liability insurance with an appropriate amount for personal injury and damage to objects and assets.

8. Confidentiality

8.1. Documentation, drawings, pictures etc. made available by WANDER remain the sole property of WANDER and may only be used by the supplier to manufacture the delivered goods and not for other purposes. The supplier must return this material to WANDER immediately after the use without any special request to do so and is not allowed to keep any copies or duplicates.

8.2. The order and all related information, details and work are considered as commercial secrets and must therefore be treated in confidence by the supplier. The supplier must impose the same obligation on its own employees and subcontractors.

9. Subcontractors

Where subcontractors of the supplier serve WANDER directly, these contractual conditions shall likewise be valid.

10. Prices and billing

10.1. Save where otherwise agreed in writing, the confirmed prices are to be treated as fixed prices until the full delivery is made.

10.2. All deliveries, including partial consignments, shall be billed immediately upon dispatch. All invoices must show whether they refer to overall or only partial consignments or balances of deliveries. No invoice shall directly be enclosed with the delivered goods /equipment.

10.3. Save where otherwise agreed in writing, all invoices must be sent exclusively to the following address:

WANDER AG, Fabrikstrasse 10, CH-3176 Neueneegg, Switzerland

10.4. If the delivery is made to a third party, a copy of the notice of dispatch has to be sent to WANDER on the same day.

11. Payments, advance payments

In case of advance payments, the supplier must provide an appropriate surety (e.g. a bank guarantee) upon request of WANDER. For every instalment to be made, a separate invoice has to be sent to WANDER.

12. Deliveries of goods

Deliveries of goods to the warehouse of Wander in Neueneegg can be made at the following times:

Monday to Thursday: 7 a.m. – 12 noon and 1 p.m. – 4 p.m.

Friday: 7 a.m. – 12 noon and 1 p.m. – 3 p.m.

On business days preceding public holidays: before 3 p.m.

14. Place of performance

The place of performance is stated in the order. Benefits and risks are transferred to WANDER at such place.

15. Applicable law and place of jurisdiction

Swiss laws and regulations shall apply. Bern is agreed as the place of jurisdiction. United Nations Convention of Contracts for the International Sale of Goods are fully excluded.

Note: If the supplier does not decline the order in writing within five days upon its receipt, the order and therefore these general terms and conditions shall be deemed to have been accepted. Derogations shall only be valid if they have been confirmed by WANDER AG in writing.

WANDER