

GENERAL PURCHASING TERMS & CONDITIONS

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1. General information

- 1.1 These "General Purchasing Terms & Conditions" apply for the supply of all goods and services by third parties (hereinafter referred to as the Supplier) to Stäubli Sargans AG (hereinafter referred to as Stäubli).

2. Contract conclusion

- 2.1 The Purchasing Terms & Conditions apply for all orders.
- 2.2 Any other conditions are only valid if these are expressly accepted in writing by Stäubli.
- 2.3 The specifications of the enclosed drawings or other contractual documents are binding for execution. Samples are only provided for explanatory reasons.
- 2.4 When accepting the order, the Supplier guarantees that he can satisfy the agreed quality requirements. He shall also check that the technical documentation is complete and fully comprehensible.

3. Prices

- 3.1 The prices are always fixed prices.

4. Drawings, tools, testing equipment, devices, models and material provided

- 4.1 Drawings, tools, testing equipment, devices, models and materials provided by Stäubli remain the property of Stäubli.
- 4.2 The Supplier may only use these in compliance with Stäubli specifications. The Supplier shall store, handle and insure these appropriately.
- 4.3 Modifications or repairs to tools, testing equipment, devices and models are only permitted if written approval is obtained from Stäubli.
- 4.4 Parts, documentation, data, tools, samples, photos of articles etc. that are made available to Stäubli may only be made accessible to third parties with the written approval of Stäubli.
This applies in particular for distributing, selling, giving away or other provision of parts to third parties.
- 4.5 All testing equipment provided by Stäubli shall be subjected to testing equipment monitoring by the Supplier if no other agreements have been made.
- 4.6 If the provided material is not sufficient, it shall be ordered directly from Stäubli.

5. Sub-suppliers

- 5.1 The Supplier bears the full responsibility for the quality and deadline compliance of all goods and services supplied by him and his sub-suppliers.
- 5.2 The Supplier bears the responsibility for ensuring that the sub-supplier complies with the conditions laid out in Section 3.

6. Quality responsibility

- 6.1 The responsibility for product quality that complies with the drawings and order specifications shall be borne by the Supplier.
- 6.2 The Supplier pledges to guarantee the required quality by means of an effective quality system and/or suitable quality tests to a standard that ensures that Stäubli does not need to carry out incoming goods testing.
- 6.3 If faults occur during production, the designated person in the procurement department shall be contacted. Special approval may only be given for the deviating batch. Faulty parts shall be marked and delivered separately. Only corrective measures approved by Stäubli may be carried out.
If faults are determined during the random sample tests, the entire batch shall be subjected to a full inspection. No faulty parts may be supplied without consulting Stäubli.
- 6.4 Stäubli reserves the right to offset any incurred expenses if faults are detected.
- 6.5 The Supplier declares that he is prepared to allow Stäubli to inspect his quality capability after making a prior appointment. This shall include inspection of the set-up routines, production and testing procedures as well as examining compliance with the requirements of supplied or own technical documentation, as long as industrial secrets remain unaffected.

7. Delivery, shipping, insurance

- 7.1 The Supplier is responsible for delivery.
- 7.2 A delivery note shall be enclosed with each consignment. This shall contain the order number, purchase order item, article number, article designation and quantity. Partial and residual consignments shall be marked as such. Underdelivery, if the consignment is not complete, shall be marked. Swiss suppliers mark the Supplier declaration as well as the customs tariff number on the invoice. Non-Swiss suppliers mark the origin declaration as well as the customs tariff number on the invoice; the VAT ID number and the number of the customs clearance document shall also be included.
- 7.3 The parts shall be supplied in a clean condition.
- 7.4 The Supplier bears full responsibility for correct packaging and conservation including transport and storage.
- 7.5 Containers provided by the Customer shall be returned immediately after use.

8. Disposal

- 8.1 Should the supplied products contain polluting substances as defined in statutory regulations, the Supplier grants Stäubli a return right.
- 8.2 As a general rule, packaging and containers etc. from the Supplier shall be returnable for disposal free of charge.

9. Use and risk

- 9.1 Use and risk shall pass to Stäubli when the goods are handed over at their destination.

10. Guarantee

- 10.1 The Supplier is liable for the perfect quality of the goods, including packaging.
- 10.2 The Supplier is liable for ensuring that the delivery and use of the goods do not violate any rights in rem or other rights of third parties.
- 10.3 The guarantee period shall be at least 24 months and commence upon incoming goods acceptance in Sargans. If replacement deliveries are made or repairs undertaken, the guarantee shall recommence.

11. Deviation and faults

- 11.1 Delivery default
Delivery is regarded as defaulted without a reminder. Delivery of the consignment is due at the agreed destination on the agreed date. The Supplier pledges to report any missed deadlines promptly. If the deadline is not complied with, Stäubli reserves the right to assert its statutory rights, irrespective of whether the Supplier has reported the delay or if a contractual penalty was agreed.
- 11.2 Incorrect quantities
Missing quantities are regarded as delivery default. Stäubli is entitled to return or store any excess deliveries and charge the costs to the Supplier. Approval from Stäubli shall be obtained for any partial deliveries.
- 11.3 Notice of defects
Any notice of defects within the guarantee period is regarded as legally compliant.

11.4 Handling of non-conforming products

The purchasing department shall promptly inform the supplier of any detected faults. This information is conveyed in an "initial sample test report" or "test report". If specified on the test report, the Supplier is obliged to supplement the test report with his preventive quality assurance measures and to return these to the designated contact in the Stäubli purchasing department.

If it is not possible to return these for reasons of time, Stäubli shall carry out the sorting work and any necessary reworking and shall charge this to the Supplier. The Supplier shall be informed in advance in such cases.

12. Contractual penalties

- 12.1 Contractual penalties shall be paid irrespective of the time of occurrence of any damage. Stäubli is entitled to invoke contractual penalties in addition to asserting any other claims.

13. Place of fulfilment and court of jurisdiction

- 13.1 The place of fulfilment is Sargans. Alternative agreements can also be made.
- 13.2 The court of jurisdiction is Sargans. All legal relationships shall be governed by Swiss law.