

**General Terms and Conditions of Purchase of BÜCHI Labortechnik AG**

<b>1 Scope and purpose</b>	5.3 Deliveries shall be performed Delivery Duty Paid (DDP) according to Incoterms 2010 to the address specified in the order (place of performance) and shall be insured by the Supplier during transport for replacement value.	<b>10 Withdrawal from contract by BUCHI</b>	<b>16 Miscellaneous provisions</b>
1.1 These General Terms and Conditions of Purchase ("GTCP") lay down the terms applicable to the conclusion, contents and implementation of contracts for goods and services between BÜCHI Labortechnik AG as the purchaser (hereinafter referred to as "BUCHI") and the supplier (hereinafter referred to as the "Supplier").	<b>6 Delayed deliveries</b>	10.1 BUCHI is entitled, alongside its right to withdraw from the agreement due to significant defects pursuant to Section 8.2, to withdraw from the agreement without compensation if one of the following events occurs:	16.1 The Supplier may not assign, offset or pledge any claims against BUCHI without the written approval of BUCHI.
1.2 These GTCP shall apply exclusively unless expressly agreed otherwise in writing in individual cases. By submitting a quotation, the Supplier confirms having read the GTCP, and acceptance the same.	6.1 If the Supplier fails to render a complete delivery on the agreed delivery date, the Supplier is deemed in default of delivery without further ado.	- In the event of a delay to deliveries of the Supplier of over 10 days;	16.2 Amendments or additions to the agreement, and its rescission, must be in writing.
1.3 General terms and conditions of the Supplier only apply if expressly accepted by BUCHI in writing.	6.2 BUCHI is in this case entitled to claim compensation for default due to late delivery. The technical documentation is subject to the same dates and terms. Compensation for default amounts to 1% of the total order value for each commenced week of delay, but to no more than a total of 8% of the order value. We reserve the right to assert further claims for damages.	- In the event of technically unsolvable issues contrary to the assurance of the Supplier;	16.3 The legal relationship between the parties is governed by Swiss law. Application of the UN Convention on Contracts for the International Sale of Goods (Vienna Convention) is expressly and fully excluded.
<b>2 Quotation</b>	6.3 In the event of a delay of over 10 working days, BUCHI may instead refuse acceptance of the delivery, withdraw from the agreement or claim damages for non-performance.	- In the event that the Supplier becomes insolvent or that bankruptcy, liquidation, estate or similar proceedings are applied for or commenced with regard to the Supplier;	16.4 The ordinary courts of Flawil are exclusively responsible for the adjudication of any disputes arising from the contractual relationship between the parties.
2.1 The Supplier shall submit quotations on the basis of a request by BUCHI. Quotations are issued free of charge.	6.4 BUCHI must be informed immediately in writing (email suffices) of any delay in deliveries, including the reasons for the delay and the expected new delivery date.	- In the event that breaches of contract by the Supplier are not rectified within a set period (of a maximum of 30 days) despite written warning.	
2.2 The Supplier shall draft its quotation in accordance with the request by BUCHI; any deviations shall be pointed out clearly in writing and explained. Deviations which are not expressly designated as such in writing are invalid.	<b>7 Moulds, tools, testing equipment, etc. (hereinafter referred to as "tools")</b>	- BUCHI may withdraw from the agreement at any time but shall be subject to paying compensation for all costs incurred by the Supplier up to the time of withdrawal. In any case, compensation is only payable for direct losses incurred by the Supplier; consequential loss (e.g. lost profits) is not compensated.	
2.3 The quotation shall be binding for the period stated in the request. In the absence of a time period having been specified, a period of three months of receipt of the quotation applies.	Tools manufactured by the Supplier for BUCHI and paid for by BUCHI become the property of BUCHI at the time of payment. Until called off by BUCHI they remain in the possession of the Supplier but shall be marked as the property of BUCHI (constructive possession of chattels based on agreement).	10.2 BUCHI may withdraw from the agreement at any time but shall be subject to paying compensation for all costs incurred by the Supplier up to the time of withdrawal. In any case, compensation is only payable for direct losses incurred by the Supplier; consequential loss (e.g. lost profits) is not compensated.	
2.4 The Supplier shall list VAT and any fees separately.	<b>8 Guarantee</b>	<b>11 Property rights</b>	
2.5 The order and assignment materials provided by BUCHI (such as samples, tools, software, plans, drawings, calculations, specifications, tender documents, etc.) are binding unless agreed otherwise in writing. The Supplier shall give BUCHI written notice of any defects/inadequacies/ambiguities in the assignment materials provided by BUCHI. All rights to the assignment materials remain with BUCHI.	8.1 The Supplier warrants that the delivery shall feature the agreed, guaranteed properties, comply with the relevant legal provisions, be as environmentally friendly as possible, and be free from defects which may impair its value or suitability for its intended use.	11.1 The Supplier is responsible for ensuring and guarantees that no third-party property rights (in particular copyright and patent rights) are violated in connection with its delivery.	
<b>3 Orders</b>	8.2 In the event of a defect, BUCHI may choose to demand rectification of the defect or replacement delivery at the Supplier's cost, claim a reduction from the remuneration in proportion to the loss in value, and, in the event of serious defects, withdraw from the agreement.	11.2 Claims of third parties due to the violation of property rights shall be defended against immediately by the Supplier, at its own cost. The Supplier shall inform BUCHI immediately in writing about such claims.	
3.1 Order must be placed in writing in order to be valid. Verbal and phone orders, changes and additions must be confirmed in writing in order to be valid.	8.3 The guarantee period is 24 months from the time of acceptance of the delivery. This period shall extend by the time period which passes between delivery and the actual start of use of the goods, but at most by a further 12 months. If the delivery is integrated into a fixed structure, the guarantee period is five years. For the first 24 months following acceptance of the delivery, BUCHI may notify defects in the delivery at any time; BUCHI does not carry out an inspection upon receipt and the Supplier is responsible for ensuring and inspecting the agreed quality.	11.3 In the event that claims are asserted against BUCHI due to a (possible) violation of third-party property rights, the Supplier shall enter the dispute at BUCHI's first request, and/or shall at its own cost conduct any legal proceedings on BUCHI's behalf.	
3.2 The Supplier shall provide a written confirmation (which may be provided by email) of the written order to BUCHI (contact person according to the order) immediately upon receipt, but at the latest within five working days, confirming the delivery date and delivery destination.	8.4 Where BUCHI demands rectification or replacement delivery, the Supplier shall rectify the defects or deliver a replacement within the set time period and bear all costs associated with the rectification or replacement delivery (inspection, disassembly, transport, installation, etc.). The guarantee period for the rectified or replaced components starts afresh at the time of rectification or replacement.	11.4 The Supplier shall indemnify BUCHI in full against any such claims and any performance in connection with such claims, regardless of fault and any agreed limitation of liability.	
3.3 The Supplier shall point out any deviations from the order on the order confirmation. Deviations shall only be binding with regard to BUCHI once they have been expressly accepted by written return confirmation.	8.5 Where the Supplier has failed to perform the requested rectification or replacement delivery (successfully), or failed to perform them within the set time period, BUCHI is entitled to rectify the defect itself, or have it rectified by a third party, at the cost and at the risk of the Supplier. The right to withdraw from the agreement according to Section 8.2 remains unaffected in the event of significant defects.	<b>12 Copyrights and usage rights</b>	
<b>4 Remuneration and payment terms</b>	<b>9 Liability</b>	12.1 All intellectual property rights arising in connection with the performance of the contract remain with the Supplier.	
4.1 The Supplier performs its deliveries and services at the agreed fixed prices ("remuneration"). Prices are quoted DDP INCOTERMS 2010.	9.1 The Supplier is liable for all damage (including consequential damage) caused to BUCHI or third parties due to a delivery which is not in compliance with the agreement, unless the Supplier proves that it is not at fault.	12.2 BUCHI shall be granted a non-exclusive, transferable licence, without restriction in terms of time, location and subject-matter, to the copyrights and other property rights, which shall enable it to use and dispose of the work results without limitation.	
4.2 The remuneration covers all services that are necessary for the proper performance of the contract. This particularly includes all costs of delivery and installation, all personnel and material costs, costs of documentation and instruction, expenses, packaging, transport, insurance and unloading costs, any licensing fees and any public charges (e.g. VAT, advance disposal fees, customs duties).	9.2 The Supplier is liable for the conduct of its employees and other auxiliary personnel and for any third parties contracted for the purposes of contract performance (e.g. suppliers, sub-contractors) as for its own conduct. Claims resulting from product liability are reserved.	<b>13 Secrecy</b>	
4.3 Unless otherwise agreed, payment is made within 30 days of the proper performance of the ordered service and receipt of an invoice in Swiss francs. BUCHI reserves the right to offset payments against its counterclaims.	9.3 In the event that claims are asserted against BUCHI by third parties on the basis of the provisions of product liability law due to deliveries which are defective in terms of these provisions, the Supplier shall indemnify BUCHI in full against any such claims.	13.1 The parties shall treat all information and facts which are not obvious or publicly accessible as confidential. The duty to observe confidentiality applies even prior to the conclusion of a contract and shall continue beyond the termination of the contractual relationship. This is without prejudice to the statutory duties to provide or surrender information.	
<b>5 Delivery</b>		13.2 The Supplier is not permitted to exploit confidential information in accordance with Section 13.1 for its own purposes or those of a third party. The Supplier shall ensure that its employees, advisors, subcontractors, etc., strictly comply with the duty of confidentiality pursuant to this Section 13.	
5.1 Every delivery shall be accompanied by shipping documentation, containing all order-specific information (BUCHI's order, reference and product number, declaration of origin, customs tariff number, type and quantity delivered, etc.). Deliveries received without this information/these documents are deemed incomplete.		13.3 Advertisements and publications regarding contract-specific services require the written approval of BUCHI.	
5.2 Agreed delivery dates and deadlines are binding and constitute fixed dates. The date of receipt of the delivery at the place of performance is decisive.		<b>14 Commercial relations with competitors</b>	
		14.1 In the event of an order of a specific product customised by BUCHI, the Supplier undertakes to refrain from accepting orders by competitors/third parties for the same or very similar products during the realisation stage of this order and for two years after its delivery.	
		<b>15 Audits</b>	
		BUCHI is entitled to monitor the progress of works at the Supplier and carry out audits of the Supplier.	