

General Conditions of Purchase

1. General

- 1.1 These General Conditions of Purchase shall be binding if declared applicable in the order. Any conditions stipulated by the supplier, which is in contradiction to these general conditions, shall only be valid if expressly accepted by all4-PCB (Switzerland) Ltd.
- 1.2 All agreements and legally relevant declarations of the parties to the contract have to be in writing in order to be valid.

2. Orders

- 2.1 The supplier shall inform all4-PCB (Switzerland) Ltd. about any objections to the order within 5 days in writing.
- 2.2 By placing the order without stating prices or guiding prices, the prices mentioned in the order confirmation or corresponding invoice are subject to all4-PCB (Switzerland) Ltd. approval.

3. Documentation

All material transferred to the supplier such as drawings, design, samples etc. remain the property of all4-PCB (Switzerland) Ltd. Such material shall exclusively be used by the supplier to carry out orders of all4-PCB (Switzerland) Ltd. The supplier shall use its best efforts to protect the interests of all4-PCB (Switzerland) Ltd. Without prior written acceptance of all4-PCB (Switzerland) Ltd., such material must neither be handed over to third parties nor used for own purposes or purposes of third parties by the supplier.

4. Delivery

- 4.1 Quality and material according to the order shall be binding to the supplier.
- 4.2 The goods are meeting the standards and safety regulations (DIN, IEC, etc.) at the time of delivery and are corresponding to CE-regulations.
- 4.3 Each delivery shall, unasked, be accompanied by the corresponding data sheets or instructions.
- 4.4 The supplier shall be entitled to make changes that lead to improvements. Changes shall be communicated to all4-PCB (Switzerland) Ltd. in writing with the order confirmation.

5. Terms of Delivery / Delay in Delivery

- 5.1 The terms of delivery are meant as date of arrival at the premises of all4-PCB (Switzerland) Ltd.
- 5.2 all4-PCB (Switzerland) Ltd. shall be entitled to claim liquidated damages for delayed delivery provided that the delay has been caused by a fault of the supplier and that all4-PCB (Switzerland) Ltd. suffered a loss as a result of such delay. If substitute material can be supplied to accommodate all4-PCB (Switzerland) Ltd., the latter is not entitled to any damages for delay.
- 5.3 Damages for delayed delivery shall not exceed ½ % of the part of supply in delay for every full week's delay and shall not exceed 5 % of the contract price of the part of the supplies in delay. The delivery will be considered as delayed if it's not taking place within two weeks after agreed delivery date.
- 5.4 Paying the liquidated damages does not discharge the supplier from its duty to perform the delivery.

6. Delivery, Freight and Insurance

- 6.1 The products will be packed by the supplier and he shall be liable for any damages caused by unsuitable packing. Packing charged to all4-PCB (Switzerland) Ltd. will be returned against corresponding refund.
- 6.2 all4-PCB (Switzerland) Ltd communicates special requirements regarding forwarding and insurance to the supplier in time. Transport shall be at all4-PCB (Switzerland) Ltd. expense and risk.
- 6.3 Upon request of all4-PCB (Switzerland) Ltd., the supplier will arrange transport insurance at purchaser's expense.
- 6.4 Each delivery shall include a delivery note including all technical specifications of the order.

7. Invoicing

- 7.1 The supplier shall state the order number, the detailed product specification, the part-number and the origin of the product as well as the used material on all order confirmations, delivery notes, invoices and other documents.
- 7.2 Invoices shall be sent to all4-PCB (Switzerland) Ltd. within 8 days after delivering the products.

8. Payment

- 8.1 Payments will be made within 30 days after receiving the invoice. Other terms of payment have to be fixed by a writing duly executed by the parties.
- 8.2 Legal domicile for payments shall be the domicile of the supplier.

9. Warranty and Disclaimer

- 9.1 The supplier hereby warrants that the delivered products will be free from defects in material and workmanship.
- 9.2 In case delivered products are defective, all4-PCB (Switzerland) Ltd. may request for compensation delivery or elimination of defect by the supplier during the warranty period of two years beginning on the date of delivering the products.
- 9.3 If a defect according to Article 9.2 is not eliminated or compensated by the supplier within a reasonable period, all4-PCB (Switzerland) Ltd. may ask for price reduction or annulment of the contract.
- 9.4 all4-PCB (Switzerland) Ltd. shall have the right of relief to the supplier if there are claims towards all4-PCB (Switzerland) Ltd. because of any damage caused by defective products of the supplier.

10. Governing Law

The sales contract and the General Conditions of Purchase shall be governed in all respects by Swiss law.

11. Jurisdiction

The place of jurisdiction for any disputes shall be Therwil.