

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
Version 26<sup>th</sup> November 2020

**1 General**

- 1.1** To all present and future deliveries and services provided to Stäubli Electrical Connector AG (STÄUBLI) exclusively these General Terms and Conditions of Purchase (GTC) shall apply, with the exclusion of the general terms and conditions of business of the supplier and subject to written agreements to the contrary.
- 1.2** These are deemed to have been accepted if the supplier submits an offer.
- 1.3** Neither silence nor the ordering or the acceptance of the delivery or the service or its payment by STÄUBLI is deemed to constitute recognition of deviating agreements.

**2 Quality, Environment and Examination on receipt**

- 2.1** At handover to STÄUBLI, the delivered goods and services provided by the supplier must comply with the current accepted state-of-the-art, the respectively claimed safety regulations and the agreed Quality Assurance and Environmental Agreements. In particular, the supplier has to ensure the respectively claimed duties according to Regulation (EC) No 1907/2006 (Reach) and European Directive 2011/65/EU (RoHS 2) incl. Commission Delegated Directive (EU) 2015/863 (Restriction of the Use of certain Hazardous Substances in Electrical and Electronic Equipment) and Regulation (EU) 2019/1021 on persistent organic pollutants (POP) for all substances, preparations and products delivered to STÄUBLI. The supplier ensures also that no "conflict minerals" are used according to the paragraph 1502 of the Dodd-Frank Act.
- 2.2** The characteristics and technical data which have to be observed by the supplier are set out in particular in the following documents (listed in order of importance):
- STÄUBLI drawings, datasheets, specifications, advanced quality planning
  - Quality agreements and environmental agreements
  - General Terms and Conditions of Purchase incl. Appendix A
- 2.3** The supplier must observe the current technical documents placed at its disposal. It must check whether the received documents are complete and are well-defined and suitable for the fulfilment of the order. If this is not the case, it must immediately notify STÄUBLI (Purchasing Department) in writing. The supplier must handle documents, which have become invalid as a consequence of order amendments, in such a way that further utilisation is impossible.
- 2.4** The supplier is obliged to make a inspection of outgoing goods. Deliveries are examined by STÄUBLI on the basis of the delivery papers with regard to identity, correct quantity and evident transport damage. No other examinations need to be carried out. Identified defects or differences will be announced to the supplier. Hidden defects will be announced to the supplier as soon as they are discovered.
- In this respect the supplier waives the objection of a delayed complaint.
- 2.5** The initial sample inspection is to be made in accordance with the provisions of VDA, Volume 2, or comparable regulations (PPAP).
- 2.6** Irrespective of a successful sample inspection according to article 2.5, the supplier must permanently control the quality of the parts to be delivered, and archive all test certificates and test documents at least in accordance with the statutory requirements.
- 2.7** The supplier informs STÄUBLI (Purchasing Department) in writing according to all changes of product, process or material so early, that STÄUBLI can examine, if the changes could be disadvantageous. The realisation of the change requires the written consent of STÄUBLI.
- 2.8** The supplier is obliged to grant STÄUBLI upon request the opportunity to inspect the production and test procedures as well as the corresponding documents for all products which are intended for STÄUBLI, provided that this does not impinge upon manufacturing secrets. This applies in particular to products the supplier manufactures in accordance with STÄUBLI drawings and regulations. This also applies in relation to subcontractors and sub-suppliers.

**3 Offer and Conclusion of the contract**

- 3.1** Unless otherwise agreed in writing, the offer including the demonstration and delivery of corresponding plans, samples and models is made free of charge.
- 3.2** If the offer deviates from the request for quotation made by STÄUBLI, the supplier must draw attention to this expressly.
- 3.3** If third-party proprietary rights recognisably limit the utilisation of the deliveries and services by STÄUBLI, the supplier must draw attention to this in its offer expressly.
- 3.4** STÄUBLI reserves unlimited ownership, copyright and exploitation rights on all drawings, designs and other documents. It is prohibited to make them accessible to any third-party, in particular competitor companies. Excluded from this are third-parties provided that in advance STÄUBLI has agreed to the transmission in writing.
- 3.5** If the supplier does not make an offer or if STÄUBLI does not accept the offer, the supplier has to return all documents to STÄUBLI without delay.
- 3.6** If the request for quotation does not contain any deadline, then the supplier is bound for 4 months from the date of the offer.
- 3.7** The supplier shall immediately confirm STÄUBLI's order in writing. If STÄUBLI does not receive the confirmation of order within 3 days of the order date, STÄUBLI shall be entitled to revoke the order without any recourse of the supplier.

**4 Prices, Compensation and Payment**

- 4.1** The agreed prices are fixed prices, including taxes and packaging and are defined as CPT place of delivery for home country deliveries and DDP place of delivery for all other deliveries. The Incoterms 2010 shall apply.

If a compensation is owed on a time and materials basis, the agreed amount is taken as an upper limit on the payment (cost cap). The supplier specifies the cost types and cost rates in its offer.

- 4.2** The prices and the payment cover all deliveries and services necessary for fulfilment of the contract. In particular, also installation and documentation costs, the cost of initial instruction, expenses, licence fees, packaging, transport, insurance and unloading costs are covered.
- 4.3** Payment is due upon delivery and compensation is due to acceptance. Due dates which deviate from this are specified in a payment plan. If the payment is due, the supplier claims this in an invoice. STÄUBLI makes due payments within 30 days following receipt of the invoice.
- 4.4** Subject to agreement, the supplier will provide for partial payments (down-payments and instalments for which no corresponding services have been received for the contractual object), at its own expense, an independent and irrevocable guarantee payable at STÄUBLI's first request, put up by a first class bank or insurance company domiciled in Switzerland. Under all circumstances the guarantee must be approved in writing by STÄUBLI in advance for both, the establishment giving the commitment and the wording of the guarantee, which has been offered.

## **5 Engagement of subcontractors and sub-suppliers**

- 5.1** The supplier may engage subcontractors only with the prior written approval of STÄUBLI. The supplier shall be responsible for providing the deliveries and services to STÄUBLI.
- 5.2** The supplier discloses the names of its sub-suppliers at the request of STÄUBLI.
- 5.3** The supplier will comply with all regulations of this Agreement which are necessary for the purpose of safeguarding the interests of STÄUBLI in its agreements with subcontractors and sub-suppliers. It is liable for any possible damages arising out of a breach of this contractual obligation. The supplier is liable for the default of its subcontractors and sub-suppliers in accordance with Article 101 of the Swiss Code of Obligations ("OR").
- 5.4** In the event of payment difficulties of the supplier, in the event of serious differences between the supplier and the subcontractor or sub-supplier or in the event of any other important reason, STÄUBLI may, following prior consultation with the involved parties, either pay the subcontractor or sub-supplier directly or may deposit the sum with a court, both with a liberating effect.

## **6 Scope of the deliveries or services, Packaging**

- 6.1** The order quantities and services specified in the order are binding.
- 6.2** In the case of orders of several individual components obviously intended for a complete unit, the unit figures must be delivered uniformly (e.g. sockets and associated mounting rings).
- 6.3** If STÄUBLI determines an under delivery by comparison with the quantity recorded on the delivery note, a credit note shall be issued following consultation with the supplier.
- 6.4** A delivery note containing the order number, STÄUBLI material number and drawing number must be enclosed with each delivery.
- 6.5** Unless otherwise specifically agreed, the supplier is free to determine the delivery units and type of packaging. However, it must pack the goods in such a way that the quality of the products is not impaired by the transport or by the packaging (e.g. corrosion damage, glass breakage).
- 6.6** Services must be approved. The approval is obtained, if an authorised person of STÄUBLI explicitly accepted the services as contractual in writing. STÄUBLI still may claim defects with the final invoice. If STÄUBLI does not meet its obligation for acceptance, the supplier must grant a delay of at least three weeks.

## **7 Amendments**

- 7.1** STÄUBLI can demand the amendment of deliveries and services, insofar that this does not affect their overall nature.
- 7.2** The amendment and any possible changes to payment, deadlines and other contractual provisions must be recorded in writing in a supplement to the contract prior to execution. If no such agreement of this nature is drawn up, the provisions of the original agreement will still remain applicable. The adjustment of the payment shall be calculated in accordance with the rates of the original cost basis. If this is not possible and if no agreement is reached in respect of the provisions which are to be amended, STÄUBLI may arrange the corresponding services to be provided by the supplier as force-account works, may perform these itself or may assign these to a third-party.
- 7.3** Unless otherwise agreed, the supplier continues its work as planned during the verification of the proposed changes.

## **8 Delivery times and Deadlines**

- 8.1** The delivery times and deadlines specified in the order are binding. These relate to the provision thereof at the place of delivery (place of service) according to CPT place of delivery for home country deliveries and DDP place of delivery for all other deliveries. The Incoterms 2010 shall apply.

If acceptance has been agreed or is required by law, the time of successful acceptance by a person authorized by STÄUBLI for this purpose shall be decisive

- 8.2** If the delivery time or deadline cannot be observed as the result of commercial or technical ambiguities or due to the absence of documents, approvals, releases etc. which should be supplied by STÄUBLI, then the deadline shall be extended accordingly. The supplier shall however be obliged to inform STÄUBLI immediately about the absence of the documents and to discuss the extension of the deadline.
- 8.3** The delivery time shall also be extended appropriately in the event of unforeseeable events (force majeure).

## **9 Late delivery**

- 9.1** The supplier shall automatically be in default if it fails to meet the delivery deadlines, except it is not responsible for the delay.
- 9.2** If the supplier is late in performance STÄUBLI is entitled to claim for each day of delay 1 ‰ (one tenth of one per cent) but subject to a maximum of 10 % of the agreed entire payment as contractual penalty. STÄUBLI reserves to claim this contractual penalty with the final invoice; it shall be owed even if the delivered goods and services are unconditionally accepted. Payment of the contractual penalty does not exempt the supplier from the other contractual obligations; the contractual penalty shall however be taken into account when calculating any owed damages. Further statutory rights are not affected.

## **10 Transfer of risk and Warranty**

- 10.1** The risk passes to STÄUBLI according to CPT place of delivery for home country deliveries and DDP place of delivery for all other deliveries. This also applies, if STÄUBLI exceptionally involves own transport personal. The Incoterms 2010 shall apply.

If acceptance has been agreed or is required by law, the risk passes to STÄUBLI upon the successful approval by a person, authorised for this by STÄUBLI.

- 10.2** The supplier is liable for assuring that at transfer of risk, the delivered goods and its services feature the agreed characteristics as well as the characteristics which STÄUBLI is entitled to expect in good faith even if they are not separately agreed.
- 10.3** Where a defect occurs, STÄUBLI may in the first instance seek repair free of charge or additional delivery upon own choice within an appropriate period. The supplier shall bear all costs resulting from the supplementary performance (including transport costs for the return of the consignment and new delivery).
- 10.4** If the supplier has not carried out the requested repair or supplementary performance or has done so delayed or unsuccessfully, STÄUBLI may at its own discretion:
- make a deduction from payment equivalent to the reduced value,
  - or withdraw from the contract, although this may only be done in the case of serious defects.
  - or demand surrender of the necessary documents (specifically the source code) – insofar as this is not contrary to any statutory or contractual provisions – and may undertake the corresponding measures itself at the expense and risk of the supplier, or arrange for this to be done by a third-party, although only in the event of significant defects.
- 10.5** Warranty rights in respect of defects shall be time-barred within 36 months of transfer of risk or – if agreed or required by law - of acceptance. Defects which come to light within that guarantee period may be the subject of complaints at any time within 60 days of the date on which they come to light. Defects where disclosure has been maliciously withheld may be the subject of complaints within 10 years of transfer of risk.
- 10.6** If the supplier repairs or replaces the delivered goods in full or in part, then the period mentioned in article 10.5 for these goods and for these defects will start afresh unless such a rectification involves considerable rework on the goods of the supplier or is a special goodwill service offered by the supplier.
- 10.7** The supplier ensures that the use of the delivered goods does not infringe on the patent rights in the form of patents or registered design, trade secrets of third parties – even in the country of use. Should any third-party stake any such contractual claims, the supplier shall immediately absolve STÄUBLI in writing of any liability in this regard.
- 10.8** The supplier has no liability for goods that are manufactured according to STÄUBLI's drawings and designs; it does not know or is expected to know that the manufacture of these goods violates any third-party rights.
- 11 Liability**
- 11.1** In case any claim is made against STÄUBLI by a customer or other third party on basis of product liability, the supplier shall indemnify STÄUBLI upon first written request to do so, if and insofar as the damage is caused by a defect in the goods delivered by the supplier. In cases of strict liability this shall not apply if the supplier is not responsible for the breach of duty.
- 11.2** If the cause of the damage lies within the supplier's area of responsibility, the evidence that the error caused the damages is sufficient, for the rest the burden of proof shall fall to the supplier.
- 11.3** In all cases, the Supplier shall bear the costs and expenses proportionate to its share of responsibility or fault, including the costs of any legal action or product recall campaigns; this also applies to discernible or impending production series errors.
- 11.4** The supplier shall be liable for any damages due to any breach of these obligations. The supplier shall also be liable even for slight negligence of its employees, agents, subcontractors or sub-suppliers.
- 12 Insurance**
- The supplier is committed to take out an appropriate business liability insurance to cover all personal injury and material damage as well as pure asset damage and to maintain this insurance for the term of the contract. On request of STÄUBLI, the supplier provides STÄUBLI with the evidence of insurance cover.
- 13 Procedural principles**
- 13.1** In respect of services provided in Switzerland, the supplier adheres to the industrial safety and employment conditions for its employees which are in force at the place of the service. It ensures non-discrimination of men and women in terms of wage equality. The collective agreements and standard agreements shall be deemed to constitute the employment conditions; where these are absent, the actual local and standard employment conditions for the sector are applicable.
- 13.2** The supplier abides to the laws of the countries in which it operates, and respects human rights. It pursues sustainable environmental management in order to protect the environment and resources.
- 14 Confidentiality**
- 14.1** The contracting parties agree to treat all facts as confidential which are neither in the public domain nor generally accessible. Confidentiality must be safeguarded even before conclusion of the agreement and remains in force after the termination of the contractual relationship. Statutory obligations to provide information are reserved.
- 14.2** The supplier and STÄUBLI shall conclude a confidentiality agreement for extended cooperation.
- 14.3** Advertising and publications regarding contract-specific services are subject to the prior written consent of STÄUBLI (Management Board).
- 15 Assignment and pledge ban**
- The supplier may not transfer or pledge the rights assigned to it in this contract without the previous written agreement of STÄUBLI.
- 16 Binding nature**
- Even in the event of individual provisions being invalid, the remaining parts of this Agreement shall be binding.
- 17 Applicable law and place of jurisdiction**
- 17.1** Swiss law shall apply to this contractual relationship. The provisions of UN Sales Convention (United Nations Convention on Contracts for the International Purchasing of Goods signed in Vienna on 11.4.1980) are expressly waived.
- 17.2** **The courts in Aresheim shall have sole jurisdiction.** However STÄUBLI is also entitled to involve the court responsible for the supplier's registered office.

Allschwil, 26th November 2020

**Appendix A****Quality Conditions for Development Orders and Technical Systems, Machinery and Equipment****1 Supplier documentation and instruction**

- 1.1 No later than before the joint verification takes place, the supplier shall hand over to STÄUBLI a complete and copyable documentation for operation and maintenance, in the languages and number of copies agreed in the contract.
- 1.2 STÄUBLI may copy the documentation for contractual use.
- 1.3 If defects have been rectified, the supplier updates the documentation including the source code.
- 1.4 The supplier gives STÄUBLI personnel initial instructions. The scope of the initial instructions shall be described in more detail in the request for quotation or in the contract. If such details are missing, guidance on operation, installation and maintenance or service shall suffice. The supplier guarantees that it is able to offer training for the optimum use of the technical systems, machines and equipment.

**2 Rights on the outcomes of jobs assigned to the supplier**

- 2.1 The property rights in the work results created especially for STÄUBLI, including calculations, drawings, designs, source code, program descriptions and documentation, as well as all the ideas, processes and methods developed in this connection in a written or machine readable form, belong to STÄUBLI. The full software documentation (in particular the documented source code with the overview, data and function model, as well as the functional description) and the other documents shall be handed over to STÄUBLI no later than before the joint verification takes place.
- 2.2 The other property rights remain vested in the suppliers. STÄUBLI acquires a non-transferable, irrevocable and non-exclusive right to use and exploit these work results within the framework of the agreement. The right of use and exploitation also extends to new installations and applications for test and training purposes, as well as modifications, supplementary or maintenance work and deliveries of spare parts. STÄUBLI may carry out modifications, additional or maintenance work itself or arrange for this to be done by third-parties. It commits such third- parties to maintain confidentiality and prohibits them from any other further utilisation.
- 2.3 Third-party claims on the grounds of breach of protected rights shall be defended by the supplier at its own expense and risk. STÄUBLI shall notify the supplier of such claims without delay and leave to the latter the sole responsibility for the conduct of any legal proceedings and for measures to settle the dispute in or out of court. Under these conditions, the supplier shall accept the costs and compensatory payments ordered against STÄUBLI.

**3 Testing and acceptance**

- 3.1 At the request of STÄUBLI, no later than before the joint verification takes place, the supplier will provide for covering its liability of defects, an independent and irrevocable contract guarantee payable on STÄUBLI's first demand, put up by a first class bank or insurance company domiciled in Switzerland. Under all circumstances STÄUBLI reserves the right to approve both the establishment giving the commitment and the wording of the guarantee, which has been offered.
- 3.2 A joint verification will take place prior to acceptance. For this purpose, the supplier will invite STÄUBLI in good time. A written record of the inspection and the results shall be drawn up, and these must be signed by both parties. Partial acceptance is also possible with mutual consent.
- 3.3 If insignificant defects are ascertained during the verification, the acceptance shall take place following the inspection. The supplier repairs the ascertained defects without delay, and will report the repair to STÄUBLI.
- 3.4 If significant defects are ascertained during the joint verification (e.g. lack of documentation), the acceptance will be postponed. The supplier repairs the ascertained defects without delay, and will invite STÄUBLI to a new inspection in good time. If the acceptance is postponed, causing the contractual acceptance deadline to be exceeded, the supplier will automatically be deemed to be in default.
- 3.5 Despite postponing the acceptance, the object of the Agreement may be placed at the disposal of STÄUBLI, subject to mutual consent, whereby all rights and obligations of the parties pertaining to the acceptance and the legal consequences thereof shall remain in force.

**4 On-going technical assistance**

- 4.1 The supplier guarantees STÄUBLI the supply of spare parts for at least 10 years, starting from the date of acceptance of the delivery. Any deviating delivery time for spare parts must be set out in the contract.
- 4.2 At the request of STÄUBLI, in accordance with a separate maintenance agreement, the supplier shall maintain the object of the Agreement for a period of 7 years following the expiry of the three-year statute-barred period for defect rights.
- 4.3 In the event of bankruptcy proceedings being initiated against the supplier within 10 years of the acceptance, or if it wishes to discontinue the supply of spare parts during or after the expiry of this period, it shall inform STÄUBLI in good time and shall give STÄUBLI the opportunity to place a final order. Following this, it shall provide STÄUBLI with its documentation (descriptions, plans, complete software documentation etc.) as well as auxiliary materials (gauges, models, special tools etc.) for the purpose of manufacturing the spare parts for STÄUBLI's own requirements free of charge. If the new construction of the spare parts is not possible, the supplier is obliged to search for a replacement product and to examine the implementation thereof, free of charge.
- 4.4 The deliveries and services, provided by the supplier within the framework of the on-going technical assistance after the statute of limitation period expires, shall be carried out subject to payment at competitive conditions.