

EuropTec Vehicle Display Glass AG (hereafter "Buyer") General Terms and Conditions of Purchase applicable towards Business Partners (hereafter "Supplier")

1. Scope

(1.1) These General Terms and Conditions of Purchase (German: Allgemeine Einkaufsbedingungen, „AEB“) apply equally to the purchase of merchandise and services. They also include assembly, spare parts and servicing.

(1.2) Variations to or additional conditions, specifically a Supplier's General Terms of Sale and/or The General Terms and Conditions of Business, are binding solely when acknowledged by the Buyer in writing.

(1.3) The Supplier accepts Buyers present Code of Conduct (available on <https://www.europotec.com/vehicle-display-glass.html>) for all current and future business and uses it for his own business.

2. Offer

(2.1) By way of inquiry, the Supplier is requested to provide the Buyer with an economically optimized offer free-of-charge. The offer is to adhere to the specifications made in the inquiry and to explicitly note when deviations are unavoidable. Possible improvements to the requested specifications are to be unmistakably declared as such.

3. Order and Partial Invalidity

(3.1) Orders are then valid when placed by the Buyer's Purchasing Department in writing or an offer has been confirmed.

(3.2) The Buyer reserves the right to cancel an order free-of-charge when no confirmation has been received from the Supplier within one week's time, or the received confirmation deviates from the ordered specifications.

(3.3) Should individual provisions of the order be invalid or unenforceable, the legal validity of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision, the Parties shall define a provision which comes as close as possible to the original meaning and purpose of the ineffective or unenforceable provision.

4. Prices

(4.1) When no further agreement has been made, the defined prices are fixed per unit and exclude additional claims of any sort. The prices include all surcharges egs. packaging, insurance, delivery and customs charges, import duties and taxes and are therefore deemed DDP (Delivered Duty Paid; Incoterms 2000).

(4.2) When no prices are included in an order the reference price is that as last charged by the Supplier, alternatively the list prices valid at the time of order placement less any rebates agreed and/or the customary business discounts.

(4.3) The payment of the supplied goods by the Buyer shall not constitute the waiving of any later assertion of claims based on defects, damages or any other claims against the Supplier.

(4.4) Trial deliveries, execution of drafts, projects, planning, cost estimates etc. are free-of-charge and non-binding for the Buyer if no other agreement has been made in writing.

(4.5) Declared prices are understood as excluding VAT; VAT is to be specifically noted when applicable.

5. Delivery Dates and Delivery Deadlines

(5.1) Agreed Delivery Dates and Delivery Deadlines are binding. Relevant is the receipt of goods at the delivery destination as defined by the Buyer.

(5.2) If the delivery is not agreed as 'free at factory gate' (DDU or DDP; Incoterms 2000), the supplier must make the goods available in due time, taking into account the customary time for loading and dispatch so as to enable and ensure punctual delivery.

(5.3) The Supplier has to immediately inform the Buyer in writing of any delays in dispatch which affect the agreed delivery dates and delivery deadlines once the Supplier has reasonable knowledge of a situation.

6. Delivery Delays, Force Majeure

(6.1) The Supplier shall incur a contractual penalty of 1% of the purchase price per each commenced week of a delivery delay, extending to a maximum of 5% of said purchase price. The Buyer is entitled to debit the penalty from claims made by the Supplier.

(6.2) In addition, the Supplier shall reimburse the Buyer for any and all costs ensued by the delay in accordance with the legal regulations. The unconditional acceptance of a delayed delivery does not negate any feasible claims as previously mentioned in this section.

(6.3) Unforeseeable, unavoidable and serious events ("force majeure", war, natural catastrophes) shall release the parties from their contractual liabilities for the duration of the interruption, regardless of the fact whether a party is already in delay. As soon as acceptable, the parties will prudently and in good faith inform the other regarding their adjusted obligations to the changed situation. Either party may reserve the right to withdraw from the contractual agreement should a proven incident exceed 2 months by providing a statement in writing.

7. Processing and Delivery

(7.1) Sub-contracting on the part of the Supplier will only be accepted by the Buyer when the parts involved are market standard. Delivery calls with regard to type, quantity and delivery date are binding. Partial deliveries must be approved by the Buyer. The cost for the transport of partial deliveries which exceeds the cost of a single delivery is carried by the Supplier.

(7.2) A delivery note which includes the Buyer's purchase order number, material description, quantity and – when agreed upon - lot number is to accompany each delivery.

(7.3) Deliveries are to be made using standard one-way packaging. If necessary, the Supplier lends the Buyer the appropriate reusable transport packaging. Unless otherwise agreed, said packaging is returned at the cost and risk of the Supplier.

(7.4) Should the Buyer agree to purchase appropriate reusable transport packaging, the Supplier shall charge cost price and provide proof of such.

(7.5) The Supplier shall provide any required documents together with the price confirmation or the delivery at no extra charge to the Buyer. Particular emphasis should be given to the ordered specifications and permitted usage.

(7.6) Instruments / devices / appliances are to be accompanied by their technical documentation, instruction booklet and the CE Declaration of Conformity at no extra charge to the Buyer.

(7.7) Software is considered delivered when the complete system and user documentation has been provided. In addition, tailor-made software created specifically for the Buyer is considered complete when it has been delivered in source code format as well.

(7.8) When deliveries are made to the premises of the Buyer, the Supplier agrees to adhere to the Buyer's Safety, Fire and Environmental Regulations for External Persons.

(7.9) Premature deliveries are accepted by the Buyer with prior written consent. The Buyer shall reserve the right to return the products at the Supplier's risk and expense. If the products are not returned by the Buyer, the products shall be stored at the Supplier's risk and expense until the agreed delivery date. The agreed delivery date remains the basis for calculating the terms of payment.

8. Transport, Risk Assumption, Insurance

(8.1) The means and route of transport are to be agreed upon between Buyer and Supplier.

(8.2) The risk for deliveries excluding assembly/installation transfers from Supplier to Buyer with delivery on the designated site and the risk for deliveries including assembly/installation transfers from Supplier to Buyer pending a Declaration of Acceptance, regardless of the agreed upon pricing.

Commissioning, use or operation do not substitute a valid Declaration of Acceptance.

9. Safety, Environmental Protection

(9.1) Deliveries and services from the Supplier must adhere to legal regulations, particularly the safety and environment regulations including the REACH Regulation, the current RoHS Directive and the Safety Recommendations of the Swiss Federal Coordination Commission for Occupational Safety FCOS (German: EKAS). Pertinent attestations, test certificates and verifications are to be supplied free-of-charge.

(9.2) The Supplier shall determine and adhere to the currently applicable guidelines and laws regarding substance restrictions pertaining to the components supplied. The Supplier is prohibited from using banned substances, and according to current law and directive shall provide specifications for all hazardous materials. Where applicable, safety data sheets (in minimum in German or English) should be provided with the offer as well as with the initial delivery with delivery note.

(9.3) The Buyer should be informed immediately should any transgression of substance restrictions and the delivery of prohibited materials be discovered.

(9.4) The Supplier is liable for the CE marking of the delivered machines and systems. All machinery is to be confirm with Machinery Directive 89/392/EEC .

(9.5) It is the responsibility of the Supplier of merchandise and/or services that accident prevention regulations are adhered to and that pertinent directives from the merchandise producer are supplied to the Buyer free-of-charge.

10. Duty to Inspect, Complaints, Inspection Costs

(10.1) Goods will be inspected upon arrival when defects/damages are obvious or are to be expected. The Buyer will report hidden defects/damages upon their discovery during usage.

The Supplier will not refuse acceptance of a statement of hidden defects/damages when reported within 14 days of discovery.

(10.2) Should the Buyer returns defective goods to the Supplier, the Buyer will have the right, regardless of the amount of the expenses incurred, to charge the Supplier EUR200 / CHF300 flat-expense charge as an administration fee. Should the Buyer prove that higher charges have been incurred, he reserves the right to charge the Supplier the actual costs. The Supplier is free to prove that the actual incurred costs were lower than the flat-expense charge.

11. Liability for Material Defects and Defects of Title (Warranty)

(11.1) The service provider, in its capacity as a specialist, guarantees that the delivered goods do not exhibit any physical or legal defects which could have a negative effect on their value or their suitability for their required use within the ordered specification. The delivered goods shall comply with the local public regulations valid for the place of delivery. Test protocols are to be provided to the Buyer upon request and free-of-charge. Unless otherwise agreed, deliveries received by the Buyer will not be tested and the complete examination and outgoing inspection fall under the responsibility of the Supplier.

(11.2) The guarantee and warranty period shall be a minimum of 12 months commencing from the date of successful assembly, installation and commissioning.

(11.3) The Supplier carries the liability for his employees, agents and contractors as for his own goods and services rendered.

(11.4) The Supplier shall immediately replace damaged with acceptable merchandise and/or correct inadequately performed services. In the case of developmental or structural defects, the Buyer may refer to the provisions in 11.6.

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(11.5) The Buyer must approve any proposed rectification in the case of damaged goods and/or inadequately performed services. The Supplier carries all risk until the final, correct delivery has been made.

(11.6) Is the Supplier is unable to rectify deficiencies within a reasonable, agreed-upon timeframe, the Buyer may either withdraw from the contract and its stipulations in their entirety or reduce the agreed payment price, retaining the right in either case to claim indemnity.

(11.7) In exceptional situations (especially where occupational safety is threatened or when excessively costly damages are to be avoided), towards the elimination of small damages as well as when the Supplier is in arrears with the rectification of damage, the Buyer may choose to eliminate the damage as well as any collateral damage or hire a third party to do so. The costs for such are carried by the Supplier who will have been granted a reasonable waiting period and have been informed by the Buyer of the proposed actions. This provision is also valid in the case of delayed delivery of goods or services and covers the costs incurred for damages resulting from maintaining the Buyer's own delivery integrity.

(11.8) The statute of limitations for claims made by the Buyer pertaining to material defects is 36 months from date of risk transfer in accordance with paragraph 8.2; the statute of limitations for claims made by the Buyer pertaining to defects of title is ten years from date of risk transfer in accordance with paragraph 8.2. The progression of the statute of limitations is ceased for the period beginning when the Buyer's defect claim is dispatched and ending with resolution of said claim.

(11.9) Should the Supplier provide goods or services according to plans, drawings or other particular requirements specified by the Buyer, the explicit affirmation that the goods or services comply with the details ordered is assumed. Should the goods delivered or services rendered not meet the expected standard, the Buyer may refer to the provisions in 11.4.

(11.10) The Buyer claims a 12 month guarantee period for replacement deliveries and the rectification of inadequately performed services as in paragraph 11.2.

(11.11) The Buyer's statutory rights and claims towards the Supplier shall otherwise remain unaffected.

(11.12) Upon conclusion of the contract, the supplier guarantees that the delivered products do not infringe existing patents or protected third-party property.

(11.13) If third parties assert claims, the supplier actively represents his position in court.

12. Product Liability

(12.1) The Supplier is obliged to release the Buyer from any and all indemnification claims for damages. The Supplier is to purchase and maintain the pertinent insurance of an applicable monetary value to cover a possible product liability claim.

(12.2) The Supplier is to inform the Buyer of any and all newly exposed damages of goods in order to prevent a possible claim for damages as stipulated in the local product liability laws in effect at the place of delivery. This provision continues to be valid after assembly, installation and commissioning of the purchased goods at the place of delivery.

(12.3) The Supplier, as a specialist in its field, commits to immediately informing the Buyer of new laws or observations pertaining to product liability for the course of further deliveries or further purchase orders.

13. Repeated Disruptions in Performance

(13.1) Should the Supplier provide, after written notice in writing, essentially similarly damaged / delayed goods and/or inadequately performed/delayed services repeatedly, the Buyer may withdraw from the contract and its stipulations in their entirety. This right of withdrawal includes goods and services to which the Supplier has been committed in the involved purchase order or any other purchase order the Buyer has placed or may yet place.

14. Indemnity Involving Material Defects and Defects of Title

(14.1) The Supplier shall release the Buyer from any and all liability a third party might incur, regardless of the legal grounds, based on material defects and defects of title or any other defects involving goods provided by the Supplier for which the Buyer has been claimed liable and will reimburse the Buyer for the incurred legal costs.

15. Proprietary Rights

(15.1) Retentions of ownership stipulated by the Supplier are valid when provided to the Buyer in written form. This provision does not pertain to simple retentions of title under which the Supplier remains owner of the purchased goods until all financial claims have been met.

16. Provided Supplies and Equipment

(16.1) Provided supplies and equipment remain property of the Buyer and may only be used as agreed upon.

(16.2) Processing of and alterations to the provided supplies and equipment are made by the Supplier for the Buyer. Should the provided supplies and equipment be altered using equipment not supplied by the Buyer, the Buyer claims property rights on the resulting product in ratio to the value of the provided supplies to the other processed items at the time of the processing.

(16.3) Should the provided supplies and equipment be inseparably mixed with other components not under ownership of the Buyer, the Buyer claims property rights on the resulting product in ratio to the value of the provided supplies to the other mixed components at the time of processing. If the resulting mixed product can be viewed as an end product under the ownership of the Supplier, the Supplier will grant the Buyer co-ownership in proportion to the components assembled and acts as custodian of this property on the Buyer's behalf.

17. Manufacturing Equipment

(17.1) Technical documentation, plant norm sheets, models, matrixes, molds, stencils, samples, instruments and other manufacturing equipment provided remain property of the Buyer. Manufacturing equipment bought or produced by the Supplier on the Buyer's behalf towards fulfilling a purchase, become property of the Buyer when invoiced.

(17.2) Any and all manufacturing equipment and any existing copies are to be automatically returned to the Buyer upon fulfillment of the purchase order.

(17.3) Any and all manufacturing equipment which remains in the possession of the Supplier for a longer period of time must be clearly labeled "Property of EuropTec Vehicle Display Glass". The industrial property rights of the manufacturing equipment lie with the Buyer.

(17.4) The Supplier is to use the manufacturing equipment solely for fulfillment of the Buyer's purchase order and is to handle said equipment with the care and diligence of a prudent businessman. The Supplier is to arrange and finance appropriate insurance against the risk of fire, water damage and theft as well as to arrange and finance any and all necessary maintenance and inspection work.

(17.5) The Supplier recognizes that the Buyer's manufacturing documents and property are not to leave the Supplier's premises without prior written consent of the Buyer.

(17.6) Any and all manufacturing equipment is to be immediately returned to the Buyer upon request without cause or justification. The Supplier's right to retention in the case of outstanding claims pertaining to manufacturing equipment is excluded from this provision.

(17.7) Any and all manufacturing equipment remaining in the Supplier's possession after final delivery to the Buyer may solely be destroyed with the express permission of the Buyer. The Supplier can exercise the right to insist the Buyer accept the return of said manufacturing equipment.

18. Confidentiality

(18.1) All records, drawings or other documents that have been provided by the Buyer to the Supplier for the purpose of preparing the offer and/or manufacturing the delivery item may neither be used for any other purposes, nor duplicated, nor made accessible to third parties without prior written consent from the Buyer.

(18.2) The Supplier shall undertake to impose the same confidentiality obligations on employees, agents and contractors and is liable for their compliance. This confidentiality clause is also binding for assembly and maintenance personnel.

(18.3) External technical documentation will be treated with identical care by the Buyer and remain sole property of the Supplier, their agents or contractors.

(18.4) The confidentiality provisions remain valid for 2 further years after all contractual obligations have ceased.

19. Inspection Rights

(19.1) The Buyer is entitled to inspect the progress of an order. The Supplier's contractual obligation is neither altered nor constricted by such an inspection. With advance notification, the Buyer may conduct a quality and/or schedule audit at the Supplier's, their agent's or contractor's premises.

(19.2) Work performed on the Buyer's premises is subject to adherence to the contractual agreement, these General Conditions of Purchase as well as the EuropTec Vehicle Display Glass Safety Regulations for External Persons.

20. Invoices

(20.1) Invoices are to be submitted as a single copy and must be verifiable by the Buyer. They are to be dated, issued per order and include the Buyer's correct invoice address and purchase order number. In the case of services rendered, a copy of the work report signed at the time of completion of the service by the Buyer or his representative must be included.

(20.2) Invoices that fail to include all of the above information will be deemed acknowledged upon receipt of a corrected invoice.

(20.3) Unless otherwise agreed upon in writing, the Buyer may choose to pay invoices either within 14 days with a 2% cash deduction, or within 60 days without deduction.

21. Other Provisions

(21.1) This English language version of the General Terms and Conditions of Purchase for EuropTec Vehicle Display Glass serves exclusively for the purposes of information and translation. In the event of any discrepancies between the terms of the German and the English language version, the German language version shall prevail without exception. In the event of disagreement or litigation, the German language version shall also be the decisive version for the interpretation of individual provisions of the General Terms and Conditions of Purchase for EuropTec Vehicle Display Glass.

The requirement for written form is fulfilled if the communication is made by tradition mail/post, telefax, or email.

22. Place of performance, judicial forum, governing law

(22.1) The place of performance for delivery and payment, and for all other duties arising from the delivery contract, is the Buyer's place of business, currently Oftringen, Switzerland, unless explicitly stated otherwise in the contractual agreement.

(22.2) Any externally provided processes, products or services are subject to the legal and regulatory requirements of the exporting country of the supplier only, unless otherwise agreed.

(22.3) Court of Jurisdiction is the Buyer's place of business, currently Oftringen, Switzerland.

(22.4) The United Nations Convention on Contracts of the International Sale of Goods (CISG) excludes completely.

M. connected documents

DOK-Number	Title of document	DOK Link
ECH-FO08-03-0478	Allgemeine Einkaufsbedingungen EuropTec_de.pdf (german version)	0478

A. History of changes

Revision	Date	Author Acronym_Function	Description of changes
02	09.07.2018	FEM_O-SCM	Chapt. 11; 11.12 and 11.13 added, Europtec Vehicle Display Glass AG
01	13.06.2018	FEM_O-SCM	New issue document ECH-FO08-03-0478 replaces document ECH-FO08-03-0006 Rev02