

1 General

These General Terms and Conditions of Purchase (T&CP) govern all orders placed by Mikrona unless Mikrona has expressly con-firmed alternative agreements in writing. If the supplier refers to its own terms and conditions of delivery, they shall not be recog-nised as binding by Mikrona. If the supplier objects to the T&CP in an acknowledgement of an order, this shall be regarded as the rejection of Mikrona's order. If the supplier nevertheless executes the order, Mikrona will regard this as the subsequent recognition of these T&CP and a waiver of the supplier's terms and conditions of delivery.

2 Bestellung/Bestätigung

¹ Only orders placed in writing shall be deemed valid. Orders placed orally and any changes to orders require a written confirmation from Mikrona. Offers and cost estimates shall be provided free of charges and expenses - irrespective of any preliminary work.

² The supplier shall provide written acknowledgement of any orders placed. If no acknowledgement is sent, this shall be regarded as acceptance of the order on the terms contained therein.

3 Prices

¹ In the absence of any agreements to the contrary in the written order (point 2.1), the prices set shall be regarded as fixed prices with delivery free to the place of destination.

² Any additional or reduced costs as a result of changes must be agreed in writing prior to delivery.

4 Delivery dates / consequences of default

¹ Deliveries shall be due on at the place of destination the agreed date. Part-deliveries and early deliveries shall only be permissible by agreement. Partial consignments must be clearly identified as such in the shipping documents. Mikrona reserves the right to refuse to accept the delivery of excess quantities and in the case of shortfalls to demand that the missing quantities be subsequently delivered on the same terms. Mikrona shall have the right to check the progress of the work at any time on the premises of the manufacturer or the supplier. Any contractual penalty shall not be set off against the damage incurred; Mikrona reserves the right to claim full damages.

² If it becomes apparent that the delivery date will be overstepped, the supplier must immediately notify Mikrona in writing of the reason and the probable duration of the delay.

³ If the supplier is in default and a reasonable extended deadline has expired to no avail, Mikrona may withdraw from the contract and cancel the delivery. Mikrona reserves the right to claim damages from the supplier

5 Duty of secrecy/ advertising / intellectual property rights

¹ Drawings, samples and other documents provided, including any details derived from them, shall remain the property of Mikrona. Such documents may not be made available to third parties, neither directly nor indirectly. The documents are solely for the production and delivery of the item that has been ordered. The supplier shall treat the order and the information thus obtained as confidential, regardless of whether such information is known to or could be known to third parties.

² It is not permitted to use the enquiries and orders from Mikrona nor any items delivered as a result for advertising purposes without Mikrona's written permission.

³ The supplier is responsible for ensuring that the goods it delivers do not violate any foreign copyrights, patents, trademarks, utility models or any other third-party rights. The supplier shall be liable for any consequences of such violations.

6 tools/technical devices/models

¹ The resources lent by Mikrona must be treated with care and returned in immaculate condition after the end of the assignment without any agreement to the contrary. It is not permitted for them to be used by third parties.

² The resources provided must be appropriately stored, maintained and insured against any damage at the supplier's own expense.

7 Transport/Packaging

¹ In the absence of any agreement to the contrary, transport shall be effected to the place of destination at the supplier's risk and expense. The benefit and the risk shall pass to Mikrona as from the time when it accepts the goods at the agreed point of reception; in the absence of any other agreement this shall be Mikrona's principal place of business. Each consignment must be accompanied by a delivery note. The items of merchandise must be clearly indicated. If the agreed accompanying documents are not available, Mikrona shall be entitled to store the delivery until its arrival at the supplier's expense and risk.

² The supplier is responsible for professional packaging and shall bear the related costs. Mikrona reserves the right to issue special instructions, but this does not release the supplier from their responsibility for professional packaging and the payment of costs.

8 Warranty/Complaints

¹ Prior to delivery, the goods must be examined in order to ensure that they are in accordance with Mikrona's order in terms of both quality and quantity. The supplier guarantees that the goods shall have the promised or prescribed characteristics and specifications.

² Any changes in quality and technical modifications vis-à-vis the information provided and previous consignments shall be immediately notified to Mikrona in writing prior to implementation and in the event of modifications Mikrona shall be entitled to withdraw from the contract.

³ Mikrona shall inspect the goods delivered and submit any complaints as swiftly as possible, but without being bound by any deadline. Payments and any acceptance tests at the works shall not be regarded as a waiver of the right to make complaints.

⁴ The supplier undertakes to repair, free of charge and within two years of acceptance by Mikrona all defects appearing in the goods delivered that are due to the delivery of a consignment that is in breach of contract.

⁵ In the case of default Mikrona shall have the right to repair the defects or have them repaired at the supplier's expense.

⁶ All additional expenditure incurred due to failure to observe Mikrona's instructions or due to defective consignments shall be borne by the supplier.

9 Liability

The supplier shall indemnify Mikrona against any third-party claims in connection with the delivery and service (in particular, arising from product liability, environmental protection and protection of intellectual property) and shall fully indemnify Mikrona.

10 Invoicing/Terms

¹ Invoice amounts without clear details in respect of the order number, the order item, the number of units, the MIKRONA article number (if such a number exists), a description of the goods and origin criteria shall not be due until the missing information has been formally provided or confirmed.

² Delays in payment by Mikrona caused by missing information (item 9.1) shall not constitute a default and shall not exclude an agreed cash discount.

³ Unless otherwise agreed, payment shall be made within 10 days with 3% discount or 30 days with 2% discount or 60 days net after acceptance of the goods. Mikrona reserves the right to set off the supplier's claims against any counterclaims of their own.

11 Assignment and offsetting

It is expressly agreed that there shall be no assignment or set-off of claims by the supplier. This is subject to the proviso that assignment and setoff shall be possible with Mikrona's written agreement.

12 Place of performance

The place of performance shall be the place of destination specified by Mikrona.

13 Jurisdiction, applicable law and interpretation

¹ The place of jurisdiction shall be the registered office of Mikrona.

² The legal relationship shall be governed by Swiss substantive law to the exclusion of international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG), and to the exclusion of conflict of laws rules.

³ The German version of these T&CP is the legally binding version. Should the versions in other languages contain contradictory, misleading or erroneous provisions due to translation, the German version shall apply.

14 Other provisions

¹ The most recent version of the privacy policy applies to the storage and processing of personal data. It can be accessed at www.mikrona.com.

² Mikrona reserves the right to amend the T&CP at any time.

³ If individual provisions of these T&CP are held to be invalid, this shall not affect the validity of the remaining provisions.

15 Contact

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