

1. General provisions

The General Purchasing Terms and Conditions below shall exclusively govern all relations between WEIDPLAS (hereinafter referred to as "Orderer" and the recipient of the order (hereinafter referred to as "Supplier") in respect of all orders for goods and service. No other Terms and Conditions shall apply unless expressly accepted by the Orderer, in writing.

Acceptance of goods or services or payment shall not imply acceptance of other Terms and Conditions. In the event of the conclusion of specific contracts between Orderer and Supplier, the provisions of such contracts shall take precedence. Insofar as required for their interpretation, they shall be supplemented by these Purchasing Terms and Conditions.

The Orderer shall not be obliged to pay for offers by the Supplier. Differences between an offer and the specifications of the Orderer shall be expressly pointed out.

2. Conclusion of contract

Orders shall not be binding unless placed or confirmed by the Orderer, in writing.

The Orderer shall have the right at any time to correct clearly erroneous orders or parts of orders by unilateral written statement. The Orderer shall be liable for fidelity guarantee claims, if any (negative contractual interest).

The deliverables shall be ordered as per the Supplier's offer of goods and services, or as per Orderer's specifications. The Supplier shall ensure that descriptions in the order are correct and that the material will meet the requirements he is aware of. The Supplier shall inform the Orderer without delay should he have doubts about the usability.

The Supplier shall not commission third parties with fulfillment of orders without the consent of the Orderer.

The Orderer shall, in cases of framework or standing orders, announce the quantities and types for delivery by individual release order. Such release orders shall be binding unless objected to within three calendar days from receipt of the release order and provided no other provision exists.

The Supplier shall be obligated to immediately notify the Orderer should it become evident that an agreed delivery date will not be met, also giving the expected duration of the delay.

3. Prices

Unless otherwise agreed, the agreed prices shall always be fixed – be it the price in total or per unit. Value added tax shall be shown separately, where applicable.

In the absence of special agreements, the agreed prices shall cover all the services associated with the delivery of the goods, such as packaging and transport to the agreed location (delivery free to Orderer's place of receipt) in particular, including customs duties, fees, taxes and other ancillary costs.

4. Date of delivery

Agreed dates and deadlines shall be binding and be meticulously adhered to. The receipt of goods or supply of services at the Orderer's specified location shall be decisive to such compliance. The Supplier shall notify the Orderer of a potential delay immediately he becomes aware of this. This shall not affect agreed deadlines.

The Orderer shall not be obligated to accept partial deliveries or deliveries prior to the agreed date. Should the Supplier default on the delivery, he shall be liable to the Orderer for a contractual penalty amounting to 1% of the total value of the order per partial week of the delay, limited to 5% of the total value of the order. This shall fall away in cases of verified force majeure.

Should the Orderer be unable to accept delivery of goods and services due to circumstances beyond his control despite reasonable care, then the date of acceptance shall be postponed by the duration of the impediment. Should such circumstances delay acceptance for longer than six months, then the Orderer shall be entitled to withdraw from the contract. The Supplier shall not in this case be entitled to claim for damages.

5. Goods and Services

The place of performance for goods or services shall be specified by the Orderer.

Goods/services shall be free to Orderer's works, unless otherwise agreed. Transport shall be at Supplier's risk. Destination Clause DDP or DAP (Incoterms 2010) shall apply.

Each delivery shall include a delivery slip. The delivery slip shall contain the usual detail, including the detailed description, supplied quantity, article number and a WEIDPLAS reference (order number or similar).

If the goods are delivered by rail or forwarding agent, the above data shall also be given on all waybills and/or other goods and customs documents.

Foreign suppliers shipping to Switzerland shall include customs documents with the usual goods documentation.

When delivering hazardous goods, the Supplier shall ensure compliance with applicable regulations up to arrival of the goods at the destination.

All supplied goods shall bear their specific article number in a clearly visible position.

The Supplier shall not be entitled to interrupt services in cases of different interpretations of law.

6. Tools / Devices / Models

The aids which WEIDPLAS may at times make available shall be handled with care and, unless otherwise agreed, returned in perfect condition after completion of the order. Using these for third party benefit is prohibited.

The resources handed over shall be suitably stored and maintained and the Supplier shall insure them against damages at his own cost.

7. Transport insurance

Taking out transport insurance for the account of the Orderer requires the latter's prior written approval.

8. Acceptance of goods or services

The Orderer shall as soon as possible check the quantities and quality, depending on the type of operation of the Orderer and the type of supply by the Supplier.

9. Warranty

The Supplier shall provide a 12-month warranty on the use of the best suitable material, proper and good design, appropriate construction and correct installation, with effect from taking into operation of the supplied object or acceptance of the service provided. In the event of defects, the Orderer shall be entitled to demand, at his discretion, reworking, modification, a rebate or, in appropriate cases, new free of charge deliveries using perfect materials.

In urgent cases, the Orderer shall be entitled to replace or repair defective parts for the account of the Supplier and remedy damages incurred, or to commission third parties to perform this at the cost of the Supplier.

If the Supplier may be held liable for a defect or failure to meet an assured property, the Supplier shall also be liable for subsequent damages (contractual and product liability). Defects shall be reported to the Supplier immediately after being detected.

The Supplier shall waive the defense of late notification of defects.

The Supplier's liability for goods and services shall extend equally to the goods and services of subcontractors.

10. Billing

Bills shall be submitted to the Orderer in duplicate and/or in accordance with the provisions given in the order for each delivery or service.

Bills shall, in addition to the order number, the WEIDPLAS article number and the commission, also contain the data as described in Clause 5.

Should a lack of these data delay processing, then the payment deadline (including discounting) shall also be delayed.

11. Payment

Unless otherwise agreed, the Orderer shall be allowed a 60-day period before payment of the agreed price is due, starting from receipt of invoice. He shall be entitled to deduct a 3% and a 2% discount for payment within 20 and 30 days respectively. Payment shall be by the method of payment as selected by the Orderer. Payment shall not imply acceptance of the goods or services as free from defects or compliant with contractual conditions.

Cession or set-off of claims by the Supplier shall be expressly prohibited. Cession and set-off with the written consent of WEIDPLAS is reserved.

12. Right of withdrawal

The Orderer shall be entitled to cancel an order, without such cancellation entitling the Supplier to the assertion of any claims, should the Supplier, despite warning, remain in default of his original date of delivery by more than seven days. The Orderer shall in such cases be entitled to claim for damages based on default.

13. Property rights and confidentiality

The Supplier shall assure the Orderer that the goods supplied by him are not in violation of local or foreign property rights (patents, designs, brands, copyrights etc.) and shall guarantee full permission and freedom to trade and use in local and foreign commerce. The Supplier shall indemnify the Orderer against liability for all claims by third parties based on violation of local or foreign property rights to the supplied goods and to compensate the Orderer for any damages suffered.

Order documentation, drawings, models, samples, etc. which the Orderer makes available to the Supplier for purposes of fulfillment of the order shall remain the property of the Orderer and shall not be passed on to third parties or used for the Supplier's own purposes, unless with the written permission of the Orderer. The objects shall be protected from unauthorized inspection or use and shall be returned to the Orderer in proper condition, no later than on termination of the Supplier relationship. The Supplier is not entitled to produce copies. He is also not entitled to retain such objects.

The Supplier undertakes to hold technical data and other commercial and technical detail he may become privy to in the course of his business relations with the Orderer in confidence. Such information shall be used exclusively in connection with the execution of orders for the Orderer and shall not be disclosed to co-workers unless they have a need to know due to their engagement in the processing of the order. Such co-workers shall be obligated to secrecy.

Ownership of any tools, drawings or other manufacturing devices which the Supplier manufactures for purposes of the order and at the cost of the Orderer shall be transferred to the Orderer immediately after their completion. The Orderer shall obtain co-ownership of the object pro rata his contribution to the cost if cost sharing was agreed on.

The Supplier shall be obligated to diligently care for such manufacturing devices at own cost, until revocation.

The Orderer shall obtain all rights of use to such specific manufacturing devices. The Supplier shall not be entitled to utilize such devices beyond the scope of the order, unless with the consent of the Orderer. The manufacturing devices shall be marked in such a way that ownership by the Orderer is documented also vis-a-vis third parties. The Supplier shall not be entitled to retain such devices.

14. Material procurement by the Orderer

Materials made available to the Supplier shall remain in the ownership of the Orderer. The Supplier shall waive obtaining ownership pursuant to Article 725 – 729 ZGB (*Swiss Civil Code*). Such materials shall be stored clearly separate from other materials, identified as property of the Orderer, adequately insured for the account of the Supplier against fire, water, theft and disaster and shall be used only as intended.

15. Reservation of title

Any reservation of title shall lapse in the event that machining or processing turns ordered material into products of the Orderer. The Supplier undertakes in such cases to delete any entries in the reservation of title register.

16. Contractual penalties

The Orderer is entitled to set off receivables from the Supplier against outstanding accounts.

17. Partial nullity

Should individual provisions of these Purchasing Terms and Conditions be or become ineffective in whole or in part, then the remaining provisions shall remain effective. Such fully or partially ineffective provision shall be substituted by a valid provision which shall approach the commercial purpose of the ineffective provision as closely as possible.

18. Consent to data processing

The Supplier agrees that the Orderer will save and process his company-related data.

19. Disputes

The courts of record shall be responsible for the legal handling of disputes under the contractual relationship. **The place of jurisdiction shall be Auburn, Alabama.**

20. Applicable law

All legal disputes arising from orders or other agreements of the Orderer shall be subject to American law, in exclusion of CISG (Vienna Convention on Contracts for the International Sale of Goods).