



Conditions of purchase

1 Scope of application, applicable conditions

1.1 The terms and conditions of purchase of ACO Switzerland (hereinafter referred to as "ACO") shall apply exclusively to all purchases made by ACO. They shall apply to all orders, contracts and other declarations of intent made by ACO. Deviations from these terms and conditions of purchase as a whole or in individual points must be expressly agreed in writing and countersigned by ACO in order to be effective. The supplier shall also acknowledge these terms and conditions of purchase by delivering its products.

1.2 The terms and conditions of purchase shall apply even if ACO accepts the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from these terms and conditions of purchase. Should the supplier / contractual partner submit his own general contractual conditions, these shall only apply insofar as they do not contradict ACO's purchasing conditions.

1.3 The agreement between ACO and the supplier shall result from a cooperation agreement, insofar as this has been concluded, ACO's purchase order and these terms and conditions of purchase. In the event of any discrepancies between the cooperation agreement, the purchase order and the terms and conditions of purchase, the purchase order shall take precedence over the cooperation agreement and the latter over the terms and conditions of purchase.

1.4 All future business with the supplier shall also be conducted exclusively based on these terms and conditions of purchase, subject to the provisions of the cooperation agreement and purchase order.

2 Offer, Order

2.1 The offer directed towards the conclusion of a supply contract (order)

must be made in writing in order to be valid, which shall be deemed to have been fulfilled by letter, fax or e-mail, unless the parties agree otherwise.

2.2 The Supplier shall be obliged to accept the order in writing within a period of 5 days from the order date, stating the price and delivery time. The declaration of acceptance must also comply with the written form agreed under 2.1. A contract with the contents of the order, any cooperation agreement and these Terms and Conditions of Purchase shall also be concluded if the supplier begins to execute the order without an express declaration of acceptance. The receipt of the supplier's declaration of acceptance by ACO, or the recognizability of the supplier's action for ACO, shall be decisive for the observance of the deadline. After expiry of the deadline, ACO is no longer bound to its order. No remuneration shall be granted for the preparation of offers, plans, cost estimates and the like.

2.3 Unless otherwise agreed, delivery shall be made "free works, duty paid" (DDP) including packaging. Even if ACO collects the goods, the agreed price includes the packaging costs, unless expressly agreed otherwise.

2.4 Even after acceptance of the order by the supplier, ACO may request changes to the products from the supplier at any time (about the construction and design of the products). In this case, the supplier shall inform ACO without delay of the effects of this change request, regarding additional or reduced costs, as well as the delivery date, and the parties shall agree on an appropriate adjustment of the contract, if required.

3. delivery date and delivery periods

Agreed dates and deadlines are binding. Decisive for their observance is the receipt of the goods as ordered. If ex works has been agreed, the Supplier shall make the goods available.

for loading and transport, considering the generally accepted times.

4. poor performance, contractual penalty, reasons for withdrawal

4.1 The agreed specified delivery dates must be strictly adhered to. Culpable non-compliance with agreed or stated delivery dates shall oblige the supplier to pay damages in addition to performance without further reminder. Further claims, in particular the right to withdraw from the contract, are expressly reserved.

4.2 If the supplier is in default with a delivery, he shall be obliged to compensate ACO for the damage caused by the delay. Unless otherwise agreed, in the event of a delay in delivery, ACO is entitled to demand a contractual penalty of 1% of the delivery value per week or part thereof, but not more than 5% of the total value. ACO reserves the right to assert further claims arising from delay. ACO also reserves the right to further claims, in particular the right to withdraw from the contract. The supplier must reimburse the following costs, among others: Special travel costs (both from suppliers to ACO and from ACO to their customers, additional set-up costs in production, additional costs due to special shifts, production downtime costs, replacement costs/conversion costs, additional testing costs and lost profit). However, any contractual penalty due shall be offset against any claim for damages asserted.

4.3 Acceptance of the delayed delivery or service shall not constitute a waiver of the contractual penalty, or the further claims based on the Supplier's delay.

4.4 If the performance is or becomes impossible for the Supplier for reasons for which the Supplier is responsible, the statutory provisions shall apply.

4.5 In the event of force majeure, such as war, lockout, strike or other unforeseeable circumstances involving significant operational disruptions, ACO shall be entitled to withdraw from the contract to the exclusion of any claims for compensation by the supplier. The same applies if the supplier is unable to meet the delivery date due to force

majeure events and no agreement is reached with ACO on a new delivery date.

4.6 If insolvency proceedings are opened against the supplier's assets or an application is made to open insolvency proceedings and the contract has not yet been fulfilled, this shall entitle ACO to withdraw from the contract.

4.7 Early deliveries shall only be accepted by ACO upon written agreement. If the supplier delivers the products earlier than the agreed delivery date, ACO reserves the right to return the products at the supplier's expense and risk. If ACO does not return the products in the event of early delivery, the products shall be stored at the supplier's expense and risk until the agreed delivery date. In the event of early delivery, ACO is entitled to use the agreed delivery date as the basis for calculating the payment deadline. For each case of culpable deviation from delivery and packaging regulations, premature delivery or over-delivery, ACO is entitled to claim its additional expenses for logistics as lump-sum damages in the amount of EUR 150 (without prejudice to the right in individual cases to also prove higher damages). In any case, the supplier shall be entitled to prove that ACO did not incur any damage or that the damage was less than this lump sum.

5 Shipment, transfer of risk

the information under 8.2 as well as an exact breakdown of the contents of the shipment must be indicated in waybills/delivery bills and package addresses. Partial or residual deliveries must be notified separately to ACO and require express approval. If inadequate information or inadequate marking by the supplier or by the forwarder commissioned by him leads to incorrect or faulty transport or border clearance, the supplier must bear the resulting damage and additional costs. The transfer of risk shall be in accordance with Incoterms 2020. In the case of machines and technical equipment, the risk shall only be transferred to ACO after confirmation of the positive outcome of a functional test.

6 Notice of defects

6.1 ACO shall endeavor to inspect incoming deliveries as quickly as possible in accordance with the circumstances of a proper business process and to notify the supplier in writing without delay of any defects found. The deadlines and obligations of the purchaser according to Art. 201 OR are expressly excluded. ACO is entitled to raise any complaints at any time after discovery of the defect until the expiry of the warranty period.

6.2 The Supplier warrants that the delivery item does not have any defects impairing its value or suitability, has the agreed or guaranteed quality, is suitable for the use presumed under the contract, complies with the generally accepted rules of technology, the latest regulations of the German authorities, the applicable safety requirements, the occupational safety and accident prevention regulations and other provisions of supervisory authorities. In the case of machines and machine parts that are intended for use in machine systems, the complaint period shall begin with the commissioning of the entire system.

7 Warranty and liability

7.1 The warranty period shall be 24 months from the economic commissioning or use, at the longest 30 months from delivery. If statutory regulations provide for longer warranty periods, these shall apply. 7.2 In the event of a defective delivery, ACO may initially demand subsequent performance free of charge, at its discretion, in the form of rectification of the defect or delivery of a defect-free item (including replacement parts, if applicable) or production of a new work. In both cases, the supplier shall bear all costs incurred by him or ACO, e.g. transport, travel, labor and material costs or costs for an incoming inspection exceeding the usual scope. The same applies to any dismantling and installation costs incurred. In the event of subsequent delivery, the Supplier shall take back the defective products at its own expense.

7.3 In the event of unsuccessful subsequent performance, unreasonableness or default on the part of the supplier regarding subsequent improvement, ACO may withdraw from

the contract/order without setting a further deadline, as well as return the products at the risk and expense of the supplier.

7.4 In these and other, urgent cases, to avert acute danger or to avoid major damage, if it is no longer possible to inform the supplier of the defect and set a remedy period, ACO may remedy the defect itself or have it remedied by a third party at the supplier's expense.

7.5 The further rights based on liability for material defects and/or defects of title shall remain unaffected. If the supplier has assumed a guarantee for the quality or durability of the delivery item, ACO may also assert the claims arising from the guarantee.

7.6 For the assertion of warranty claims, the supplier waives the defense of limitation for a period of 12 months from the expiration of the warranty period.

7.7 If the supplier is responsible for product damage, he shall indemnify ACO upon first request against claims for damages by third parties to the extent that the cause of the product damage lies within the supplier's sphere of control and organization and the supplier himself is liable in the external relationship. The Supplier warrants that it will take out or maintain product liability insurance with sufficient coverage for the delivered goods. The principles of product liability (strict liability) shall also apply, and in addition to the general claims for damages, if ACO or employees of ACO or other persons who are on the premises of ACO or the place of use specified by ACO suffer damage due to a defect in the supplier's product (consequential damage).

8 Payment - Assignment

8.1 Payment shall in principle only be made after receipt of the delivery item in accordance with the contract and receipt of the proper and auditable invoice by ACO. Deliveries made before the agreed date shall only be deemed to have been received at the time of the agreed delivery date. Regarding further handling in the event of premature delivery, reference is made to Section 4

of these Terms and Conditions of Purchase.

8.2 The supplier shall ensure that the details on the delivery documents correspond to the details on the invoice. Each invoice must contain ACO's supplier number, the purchase order number and the department or receiving point/place of use to be supplied.

8.3 Unless otherwise agreed, payment shall be made with a 4% discount within 14 days after receipt of goods and receipt of invoice or within 60 days after receipt of goods and receipt of invoice net cash. Otherwise, the due date for payment shall be conditional upon delivery free of defects.

8.4 Payment shall be made by bank transfer or check. Other methods of payment, e.g. mutual offsetting, shall only apply if expressly agreed in writing.

8.5 In the event of defective delivery, ACO shall be entitled to withhold payment pro rata until proper performance.

8.6 The supplier shall only be entitled to assign its claims to third parties with the written consent of ACO, also regarding § 354a of the German Commercial Code (HGB).

8.7 The acceptance of the delivered goods and/or their payment by ACO does not constitute a waiver of the subsequent assertion of claims for defects, damages or other claims against the supplier.

9 Secrecy

9.1 The contracting parties undertake to keep secret all commercial and technical details which are not in the public domain, and which become known to them as a result of the business relationship.

9.2 Drawings, models, templates, samples and the like may not be handed over or otherwise made accessible to unauthorized third parties. The reproduction of such items shall only be permitted within the scope of operational requirements and copyright.

9.3 Subcontractors shall be bound accordingly. Any breach of confidentiality shall entitle the respective other contracting party to assert claims for damages.

9.4 Any secrecy and confidentiality obligations concluded separately shall remain unaffected by this Clause 9.

10. means of production

10.1 Models, tools, artwork, drawings and other production materials produced by the supplier at ACO's expense shall become the property of ACO after payment. Like the means of production provided by ACO, they must be handled with care and stored in a manner clearly recognizable as the property of ACO, insured against fire, water, theft, loss and other damage at the expense of the supplier and may only be made accessible to third parties or used for delivery to third parties with prior written consent. The means of production shall be handed over at ACO's request after the end of the business relationship.

10.2 If the goods provided by ACO are inseparably combined or mixed with other items that are not the property of ACO, ACO shall acquire co-ownership of the new product in the ratio of the value of its reserved goods (purchase price plus VAT) to the other combined or mixed items at the time of combination or mixing. If the combination or mixing is done in such a way that the supplier's items are to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to ACO on a pro rata basis; the supplier shall store and keep ACO's sole property or ACO's co-ownership on ACO's behalf for its account.

11 Quality / Documentation

11.1 The Supplier shall comply with the recognized rules of technology, the safety regulations and the agreed technical data for its deliveries.

11.2 For the quality specifications and guarantees, the supplier shall keep special German-language records of manufacturing and testing procedures, the content of which as well as the testing regulations shall be agreed separately. The supplier shall oblige sub-suppliers to the same extent.

11.3 The supplier shall guarantee ACO that its deliveries comply with the provisions of Regulation EC No. 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation, as amended). The substances contained in the Supplier's products are, to the extent required by the provisions of the REACH Regulation, pre-registered or registered after the expiry of the transitional periods, unless the substance is exempt from registration. The supplier shall provide safety data sheets in accordance with the REACH Regulation, or the information required in accordance with Article 32 of the REACH Regulation. Upon ACO's request, the supplier shall also provide the information according to Art. 33 REACH Regulation.

12 Property Rights

12.1 The supplier shall be liable in the event of fault for claims arising from the infringement of industrial property rights and applications for industrial property rights (industrial property rights) in the event of use of the delivery items in accordance with the contract.

12.2 The supplier shall indemnify ACO against all claims arising from the use of such property rights, insofar as the supplier has not manufactured the delivery item in accordance with ACO's specified description and could not have known during the development of these delivery items that property rights would be infringed thereby. Any further claim for damages by ACO shall remain unaffected.

12.3 At ACO's request, the supplier shall name all industrial property rights known to him or to be used by him in connection with the delivery items to be delivered or delivered. He shall observe these property rights.

13 Data protection

13.1 ACO shall be entitled to process personal data relating to the supplier while processing the order. The processing of personal data may include the transfer to third parties in Switzerland or countries outside the European Economic Area which do not have an adequate level of data

protection. To the extent necessary to comply with legal requirements, we will ensure the protection of personal data by standard contractual clauses for the transfer of personal data to third countries.

13.2 The Supplier undertakes to observe and implement the provisions of Swiss data protection law and, where relevant, the EU Data Protection Regulation. The Supplier undertakes to process personal data only for the purpose of processing the order. If the Supplier processes personal data from us as part of its performance, the Supplier shall conclude a data processing agreement with us for this purpose and shall provide us with all information necessary to fulfill the statutory obligations.

14 Code of Conduct

The supplier takes note of ACO's Code of Conduct and shall insofar also make it the basis of its performance. The supplier shall not take any action that conflicts with the Code of Conduct or otherwise inconsistent with it and would constitute a violation of the Code of Conduct for ACO. The supplier shall immediately inform ACO of any such violations and implement corrective measures. Violations of the Code of Conduct in its respective version shall entitle ACO to terminate the contract after prior warning with an appropriate deadline.

15 General Provisions

15.1 All legal relations between us and the supplier shall be governed by Swiss law. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April

1980 (Vienna Sales Convention) is excluded.

15.2 The place of jurisdiction shall be the courts having jurisdiction over ACO. ACO may bring an action at the supplier's place of business.

15.3 If individual provisions are invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by mutual agreement of the parties by a valid clause which corresponds as closely as possible to the economic meaning of the invalid clause. If such a clause is not found, the statutory provisions shall apply in this respect with the remaining provisions remaining in force.

15.4 Customary clauses shall be interpreted in accordance with the respective valid Incoterms.