



General Terms and Conditions of Purchase (AEB)

1. Scope of application

These terms and conditions of purchase become an integral part of the contract and are therefore legally binding if they are declared applicable in the order placed by LB Logistikbetriebe AG (hereinafter referred to as the customer). Other terms and conditions of the supplier shall only be valid if they have been expressly accepted in writing by the customer. All agreements which deviate from the general conditions of purchase must be made in writing in order to be valid.

2. Terms of payment

Payments shall be made by the customer 60 days after complete delivery, unless otherwise agreed. The supplier is only entitled to invoice the goods or services after complete delivery in accordance with the contract.

The invoice must show at least price, quantity delivered, order number, customs tariff number and country of origin at item level.

All non-agreed ancillary costs such as packaging, freight, insurance, export, transit, import and other permits as well as certifications shall be borne by the supplier. The Supplier shall also bear all kinds of taxes, duties, fees, customs duties and the like levied in connection with the order or refund them to the Purchaser against corresponding proof if they are liable to pay for them.

In the case of dangerous goods, costs arising from non-compliance with the order regulations shall be borne by the supplier.

3. Order processing

Only written orders on the order form of the customer are valid. Oral and telephone agreements, amendments and changes must be confirmed in writing by the customer in order to be valid. Orders up to CHF 5'000 are binding with an individual signature. The confirmation of the order can be made on a form of the supplier, but must be returned within 3 working days and must contain at least the order number. Deviations from the order received must be indicated in the order confirmation. The absence of the order confirmation shall be deemed as acceptance of the order in accordance with the conditions contained therein.

4. Delivery

Before delivery, the goods must be checked for qualitative and quantitative conformity with our order. The supplier must deliver a corresponding delivery note together with the goods for each delivery. This should clearly indicate which goods are involved. At least the order number, order item, quantity, quantity unit and article number of the customer must be listed.

Partial deliveries and advance deliveries may only be made after order confirmation and require the express consent of the customer.

The contractual penalty shall be 1% for each commenced week of delay, a maximum of 10% in total, calculated on the contractual price of the entire delivery. After the maximum of the contractual penalty has been reached, the customer may, at his discretion, retain the contract or withdraw from the contract. We reserve the right to assert claims for damages resulting from the delay.

5. Documentation

All documents listed in the order such as measurement reports, works certificates, certificates of origin, test certificates or other proofs of quality must be sent to the customer in digital form either with the goods or simultaneously with the dispatch of the goods.

Delivery shall not be deemed complete until all documents required in accordance with the order have been handed over.

6 Confidentiality

Supplier and Purchaser shall treat secret or confidential information disclosed by the other party in connection with this contract as strictly confidential.

The Supplier shall use all information and know-how, including drawings, sketches, calculations, specifications and other data provided by the Purchaser in connection with the Contract, provided before or after the conclusion of the Contract, solely for the purpose of executing the Purchase Order. Without the written consent of the Purchaser, the Supplier shall not be entitled to manufacture products for third parties on the basis of such documents or to reproduce such documents in any form or to make them known to third parties who are not directly commissioned with the execution of the goods or services specified in the order.

7 Subcontracting

Subcontracting of all or part of the goods and services specified in the order shall be permissible only with the prior written consent of the customer. The Supplier shall be fully liable for its subcontractors.

8. Transfer of benefits and risks

Unless otherwise agreed, benefit and risk shall pass to the customer in accordance with the current Incoterms.

9. Transport and packaging

The Supplier shall follow the instructions of the Purchaser for packaging, labelling, dispatch and material handling, irrespective of whether the transport is undertaken by the Purchaser or the Supplier.

The Supplier shall be fully liable for damage during transport as a result of inadequate packaging or failure to comply with instructions.

10. Warranty

The Supplier warrants that the Goods and Services are free from defects or non-conformities, have all the necessary know-how, plant and equipment to perform in accordance with the Contract, have been safely and professionally performed by qualified personnel and that the Goods and Services are free from defects of title.

The warranty period shall be 12 months from delivery of the goods.

11. Complaints

The customer shall inspect the delivered goods and give notice of any defects within a reasonable period of time. The performance of payments and any acceptance of the work shall not be deemed a waiver of rights in respect of defects. Depending on the type of notice of defect, the Supplier shall bear the Purchaser's handling costs as well as all costs incurred in the case of a replacement delivery for a rejection caused by the Supplier or for necessary rework in the event of non-compliance with the prescribed specifications in accordance with the relevant order. In the event of rejects, the Purchaser reserves the right to waive replacement.

12. Code of conduct

The Supplier hereby confirms that it has read the rules of conduct (Code of Conduct for Suppliers) laid down by the Customer in the version applicable at the time on the Customer's website and that it has full knowledge of their contents. He undertakes to comply with their provisions and to ensure that all subcontractors also comply with them.

13. Conformity

The Supplier hereby confirms that it complies with the conformity required by the Purchaser. These are: Dodd-Frank Act, RoHS (2011/65/EU), REACH Regulation (EG1907/2006), Conflict Minerals, Tin, Gold, Tungsten, Tantalum, as well as for listed goods subject to re-export regulations. (punitive duties).

14. Occupational safety

All technical work equipment such as tools, working equipment, working machines, means of transport, lifting and conveying equipment must comply with the generally recognised rules of technology as well as the occupational health and safety and accident prevention regulations and be equipped with the necessary protective devices against accidents and occupational diseases.

15. Environment

Delivery items must comply with the relevant regulations, guidelines and standards and be delivered with the prescribed certificates and confirmations. LB attaches great importance to the conscious use of resources and expects the supplier to keep the emissions resulting from his work as low as possible.

16. Place of performance and jurisdiction

The place of performance for the delivery is the place of destination, for the payment the domicile of the customer.

The exclusive place of jurisdiction for the Supplier and the Purchaser shall be the registered office of the Purchaser. The contract is subject to the substantive Swiss law, under committee of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention Ratification : 01 March 1991).

Baden, March 2020