

Terms and conditions of purchase of BURRI public elements AG, CH-8152 Glattbrugg

1. General:

- a) These terms and conditions of purchase are binding for all deliveries to us, unless other arrangements have been expressly made in writing.
- b) The supplier's general terms and conditions of sale and delivery will not prevail and will be inapplicable even if not explicitly opposed by us.
- c) Amendments to the contract, including these provisions, must be made in writing.

2. Price:

- a) Prices will always be paid in the currency contractually agreed between us. Unless otherwise agreed, prices in Switzerland are charged in Swiss francs, and in EU countries, we pay all invoices in euros.
- b) Prices specified in a framework contract or a valid quotation must be adhered to unconditionally.
- c) Payment will be made after full receipt of goods as per the contract, with consignment note and full documentation, as well as receipt of a verifiable invoice in accordance with the payment terms agreed between us.
- d) If defects are noticed at the time of acceptance, we have the right retain a reasonable proportion of the invoice amount until such defects have been remedied.

3. Delivery and invoice:

- a) Ownership of delivered items is transferred to us as soon as they are in our possession. Services already billed and paid for, but still stored at the supplier's factory, are also our property and must be identified as such.
- b) When acceptance is specified at our factory or the supplier's factory, each participant will bear their own labour costs. The material costs of the acceptance process are payable by the supplier.
- c) Unless otherwise agreed, please submit one copy of invoices, order confirmations and consignment notes. These should contain our order number, the project number/cost centre no. and our item numbers (if the products have been manufactured for us) per item as stated on the order. We regret that invoices without these details cannot be processed and will be rejected.
- d) Delivery of the consignment note implies confirmation by the supplier that the delivery has undergone successful final inspection.

4. Delivery date:

- a) Compliance with the delivery date stated in our order is very important to us. The delivery date is considered to be a binding agreement, unless the supplier notifies us otherwise immediately in writing.
- b) If the delivery date is exceeded without any evidence of force majeure, the supplier will be in default without prior warning or a time extension. In such cases we are entitled to:
 - 1. continue to demand fulfilment of the contract and compensation for delay or
 - 2. cancel the contract and reject the delivery without compensating the supplier.
- c) Due to the importance of the delivery dates, a contractual penalty of 2% per full week will be applied in the event of late delivery, up to a total of no more than 10% of the contract value. Payment of the contractual penalty will not however release the supplier from its obligation to fulfil the delivery in accordance with the contract. Other claims will not be affected by the contractual penalty. Contractual penalties cannot be credited against a compensation claim.

5. Warranty:

5.1 General:

- a) The supplier warrants that the goods delivered by it present the characteristics we have a right to expect in all good faith, even without a specific agreement.
- b) The supplier will carry out an inspection of outgoing goods in order to guarantee all the quality-related criteria for the goods it supplies. As a rule, we only inspect incoming goods on a random basis.

5.2 Warranty period:

- a) Unless otherwise specified in writing in a contract, the warranty period is 24 months after the contractual item has been put into service, but in any case no more than 36 months after its delivery; the statutory period of 5 years applies to hidden defects. The warranty period starts afresh in the case of replaced components.
- b) Our notices of defects will be deemed to be submitted in good time if notified within one month for visible defects and after their discovery in the case of hidden defects.

5.3 Rights arising from product defects:

- a) If a delivered item is defective, we have the option either to demand a free substitute delivery or repair within a deadline set by us (in urgent cases no deadline needs to be set), claim a price reduction or cancel the goods delivery.
- b) We have the right to have the reported defects repaired ourselves or by third parties at the supplier's cost (substitute performance), if the supplier does not repair the reported defect within a reasonably short period, refuses to carry out repair or is unable to do so.
- c) Following unsuccessful repair or substitute delivery, we reserve the right to re-assert our rights arising from product defects as stated in Clause 5.3 of these provisions.

d) The supplier is obliged to compensate us for all losses arising as a result of defective delivery, in particular defect damage, including costs associated with repair or replacement, e.g. dismantling, transport and installation.

5.4 Consequential damage:

The supplier is obliged to compensate us for all direct and indirect losses (consequential damage).

5.5 Indemnification against third party claims:

If people are injured due to the actions or omissions of the supplier, third party property is damaged or further damage is caused and claims are filed against us as a result, we will notify the supplier accordingly without delay. The supplier will indemnify us in full against all third party claims and compensate us for all losses suffered, in particular losses arising from product liability in connection with the delivered goods. We have right of recourse against the supplier.

6. Warranty:

- a) If it transpires during the processing period that the supplier will not be fulfilling any aspect of the contract, we must be notified accordingly without delay. Even prior to delivery the rights listed in Clauses 4 and 5 will apply to us.
- b) The supplier must inspect provided material and request a replacement immediately if it is defective. It must notify us immediately if it discovers previously indiscernible defects during processing. We can at our choice request continuation of the work, but without the supplier's warranty for the material defect reported by it. However, we can also demand that manufacture be completed as quickly as possible using defect-free material. Should this lead to a disproportionate delay in delivery, we also have the right to cancel the order at no cost.

7. Trademark rights, models, etc.:

- a) The supplier is liable for all damage and losses suffered by us if it breaches trademark rights.
- b) No deliveries shall be made to third parties based on our information, drawings, prototypes, even if they have been acquired or produced by the supplier. The supplier shall not hand over any of our documentation or prototypes to third parties and shall either return such documentation and items to us or destroy them at our request.
- c) All our documentation must be kept strictly confidential, remains our property and must be returned to us at any time on request. It is not permitted to make copies thereof without our consent.
- d) Loaned prototypes, models, etc. remain our property. They must be stored carefully and maintained free of charge.

8. Cancellation:

- a) If the supplier's contract for delivery is not performed for any reason, we have the right to cancel the contract.
- b) In the event of cancellation, we will pay the supplier the percentage of the agreed price corresponding to the degree of completion at the time of cancellation. If we do not request delivery of goods in that state of completion, the supplier is nevertheless obliged to utilise its completed deliverables elsewhere, if possible.
- c) We reserve the right to cancel the contract on the grounds of delay in delivery (as per Clause 4 of these provisions).

9. Other agreements:

- a) Suppliers of safety-related components are obliged to inform us immediately concerning planned modifications.
- b) The contract shall be governed by material Swiss law.
- c) If individual sections of the contract or these provisions become invalid, the remainder of the contract will remain in effect. In such case, the contract will be suitably amended in order to achieve its purpose.
- d) The place of performance and legal venue for both parties for all contractual disputes is 8152 Glattbrugg, Switzerland.