

# Code of purchasing (COP)

## 1. Preliminary note

The present General Terms and Conditions of Purchase apply to all procurements made by Feller Pivotages SA.

## 2. Order confirmation

The supplier must confirm the order within 5 days in writing or by placing its company stamp and affixing its signature on a copy of the order document. After the expiration of this deadline, the terms and conditions of the order shall be deemed as accepted by the supplier.

## 3. Delivery

The supplier undertakes to make available the goods to Feller Pivotages SA completely with regard to both quality and quantity until a certain day. This day shall be deemed as the delivery date.

The delivered quantities must by all means be identical to those quantities specified in the purchase order. We reserve the right to refuse overdeliveries or to accept them with our express written approval only.

Delivery times and dates accepted by the supplier must be strictly met.

## 4. Tangible property and intellectual property

All plans, drawings, sketches, models, technical data and specifications, specific documents, production tools, testing instruments, tools and machines handed over for verification purposes, and all other auxiliary means handed over or paid to the supplier are and will remain exclusive property of Feller Pivotages SA. They may be used for the execution of orders of Feller Pivotages SA only and exclusively and must be returned to us on our request on the next working day. They may be destroyed, handed over to third parties, used for further order execution or reproduced or duplicated with our written approval only. In his capacity as keeper of these items, the supplier shall be liable for any damage, theft, disappearance or for their complete or partial destruction. He must take out appropriate insurance policies for providing cover for such damage. The mentioned items must be handed back to our company on our request in good and fully operational condition.

## 5. Confidential information

The supplier is obliged to treat confidential all information handed over to him. He commits to take all necessary measures preventing the handing over or disclosure of information received for executing an order. All plans, drawings, sketches, models, technical data and specifications, special documents, production tools, testing instruments and all other auxiliary means which were disclosed to the supplier or which have come to his knowledge remain exclusive intellectual property of Feller Pivotages SA.

## **6. Conformity of the products**

Neither the receipt of nor the payment for the ordered goods can be construed as acceptance of the goods or as implied statement that the goods meet the requested requirements and technical properties. The non-conformity of goods may be stated in the course of their utilization. The conformity of the goods may be verified according to the random principle by sampling. The order may be cancelled in whole or in part; otherwise the non-compliant goods must be replaced. Feller Pivotages SA is entitled to reimbursement of the cancelled goods and of the incidental costs.

## **7. Price**

The prices mentioned in the order include all requirements and entitlements except for value-added tax. The indicated price is fixed, definitive and not renegotiable. If no prices are indicated in the order, the supplier is obliged to apply the prices mentioned in his current catalog.

## **8. Accompanying documents as to the delivery**

The supplier is obliged to attach a detailed delivery note to the shipment, which contains the items mentioned in the order and the order number for making possible cross-references. Furthermore, all other documents requested by Feller Pivotages SA must be enclosed to the shipment.

## **9. Invoicing**

The order number, the reference numbers of Feller Pivotages SA and the supplier's delivery note number must be indicated in all invoices. Feller Pivotages SA reserves the right to refuse invoices or the acceptance of goods which were not ordered.

Furthermore, invoices made out by Swiss-based suppliers must include all required information according to the Swiss law on value-added tax.

Any objection against invoice and settlement prices, delivered parts (quantity and quality) or rendered services may lead to a debit entry the amount of which will be subtracted in subsequent payments.

## **10. Liability and Warranty**

The supplier is liable within the framework of the generally applicable laws for proper execution of the present order and for all consequences possibly resulting from this. The receipt of samples or designs and the payment of invoices by the purchaser have no limiting effect on this liability. Feller Pivotages SA may refer to this liability even if the non-compliances or defects were not detected in checks and became evident only at the time of commissioning or utilization of the delivered goods.

## **11. Applicable law and place of jurisdiction**

Swiss law is applicable to all legal disputes between the parties and the ordinary courts of Grenchen, Switzerland, shall be the place of jurisdiction.