



These General Terms and Conditions of Purchase shall apply to all purchases made by LTG Switzerland GmbH, CH-9200 Gossau, hereinafter referred to as Purchaser. With the execution of the order, the Seller accepts these conditions as the sole valid contractual basis. The Seller's terms of delivery shall only apply insofar as they have been accepted by the Purchaser in writing. Clause 10 shall also apply in the event that a contract is not concluded.

### **1. Inquiries - Offers**

With an inquiry the Seller is asked to submit an offer. Offers, advice, demonstrations, technical documents and sample deliveries are free of charge for the Purchaser, unless otherwise agreed in writing. The Seller submits the offer in writing or electronically. The offer is binding for three months from the date of submission, if neither the inquiry nor the offer specifies a different deadline.

### **2. Orders**

Orders are placed in writing by fax, letter or in electronic form. The order must be confirmed by the Seller within three working days, otherwise it is considered as accepted. The Purchaser can demand changes to the delivery item in design and construction within the framework of what is reasonable for the Seller. The additional and reduced costs incurred will be taken into account appropriately.

Unless otherwise agreed, in the case of blanket orders or orders on call, the Seller shall make available and store the entire quantity ordered on the agreed date. The dispatch takes place after receipt of the call of the Purchaser. Batch sizes, dates and deadlines are defined by written agreement.

### **3. Sub-contracting**

Unless otherwise agreed, the Seller is entitled to have the order or parts thereof executed by sub-contractors. However, the Seller shall in any case be liable without limitation for the services provided by his sub-contractors.

### **4. Provision of materials**

Material, molds, tools, etc., which the Purchaser supplies for the execution of an order remain the property of the Purchaser. Processing waste must be returned on request.

### **5. Prices**

Unless otherwise agreed, the prices stated in the offer are fixed prices and are binding for the entire purchase quantity. Furthermore, these prices are net prices including transport packaging, but excluding value added tax. Incidental costs for import, export, permits, certifications, freight, taxes, fees, customs duties, etc. must be shown separately.

In the case of orders without a fixed price, the Purchaser can demand the disclosure of the calculation of the invoiced price and can request a price fixing that is customary in the industry and market.



## **6. Delivery time and consequences of delay**

The agreed delivery dates shall be the date on which the material arrives at the Purchaser's premises or on which the Seller's service has been fully performed and is available for use by the Purchaser. The necessary transport times are to be taken into account appropriately by the Seller so that the deadline can be met.

If delays in delivery are to be expected, the Seller must inform the Purchaser immediately. If the fixed delivery date is exceeded without the Purchaser being notified, the Purchaser is entitled to renounce the delivery in writing within ten working days.

If the agreed delivery date has been exceeded, the Seller shall be put in default by the Purchaser by means of a written reminder and a reasonable period of time shall be set for subsequent performance. If this deadline is not met, the Purchaser may immediately waive performance and withdraw from the contract or demand compensation for non-performance.

For partial or advance deliveries, the written consent of the Purchaser must be obtained.

## **7. Delivery, packaging, transport**

The shipping instruction according to Incoterms 2020 is listed on the order. The transfer of benefit and risk corresponds to the transfer point of the agreed shipping instruction. If this shipping instruction is missing, the Supplier must carry out the shipping "DDP CH-Gossau".

If the Purchaser has assumed the obligation to carry out the whole or partial transport, the carriers prescribed by the Purchaser must be taken into account. Otherwise, the Purchaser has the right to charge the Seller for the transport costs incurred.

Each delivery must be accompanied by the markings and documents necessary for the proper course of business, such as delivery notes, invoices, etc., stating our order number.

The Seller is responsible for proper packaging, which reliably protects the delivered materials from damage. The Seller shall be liable for damage due to improper packaging.

## **8. Acceptance and warranty**

The delivery will be checked as soon as the ordinary course of business permits, but at the latest within 10 working days. If the delivery corresponds to the order, it is accepted. Hidden defects can still be complained about even when the goods are put into operation or are already used.

If there is a defect, the Purchaser has the choice of demanding free rectification, making a deduction from the price corresponding to the reduced value, withdrawing from the contract with appropriate indemnification or demanding replacement delivery.

The Purchaser reserves the right to charge the Seller for consequential costs such as installation and removal, technical inspections, delays in delivery, damage to other components, etc., resulting from defects.



For a period of 24 months after commissioning, the Seller guarantees that the delivery does not show any defects impairing use or operation and that it has the warranted characteristics, even without a timely notice of defects. In this respect, the Seller waives the objection of late notification of defects.

The contractual product must comply with the relevant laws and official regulations at the place of use and, with regard to safety, with the recognized rules of technology. In case of doubt, the Seller must ask the Purchaser about the place of use.

### **9. Payment**

The agreed payment period begins on the date of receipt of the invoice or, if later, on the date of receipt of the goods. If no agreement exists, "60 days net" applies.

### **10. Copyright protection, patent and trademark rights, confidentiality**

Patent and trademark rights as well as know-how and practical experience knowledge, as expressed in plans, drawings, project documents, models, molds, tools, etc., remain the property of the Purchaser. The Seller is not permitted to reproduce, use or pass them on to third parties without written permission.

The Seller must treat the order and the work or deliveries associated with it as confidential.

The Seller guarantees that the delivered products and services are free of all kinds of patent, license and trademark rights of third parties and is obliged to defend any claims of third parties against the Purchaser in this respect and to indemnify the Purchaser.

### **11. Place of performance, place of jurisdiction and applicable law**

The place of performance for deliveries and services is CH-Gossau or the other place of destination requested by the Purchaser in writing.

Swiss law applies exclusively. The applicability of the UN Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is excluded.

Should any provision of these General Terms and Conditions of Purchase be or become void, the remaining provisions shall remain valid.

The place of jurisdiction for all disputes arising from this contract is Gossau (Canton St.Gallen/Switzerland).

LTG Switzerland GmbH  
Gossau, January 2020