

## 1. General

These terms and conditions of purchase are valid for all deliveries to SMC Schweiz AG (named SMC below). Other terms and conditions will not be accepted by SMC unless SMC has expressly agreed on them.

## 2. Purchase order

The purchase order is placed by SMC in writ-ten form and defines specification, quantity and time of delivery. The purchase order has to be confirmed by the supplier within 5 working days in written form. Through the confirmation the supplier agrees on knowing all necessary specifications and requirements regarding the delivery.

## 3. Delivery date

The delivery dates as per purchase order are binding (arriving at SMC). If delays are to be expected the supplier shall inform SMC immediately. Partial shipment is only allowed if agreed by SMC.

## 4. Delivery terms

Purchase orders are subject to Incoterms 2010. If not agreed otherwise delivery terms are DDP SMC.

## 5. Delivery

A delivery note indicating purchase order numbers and SMC article numbers including information about the contents has to be included to every shipment. The items have to be packed in order to be clearly identified. If not specified otherwise the goods have to be packed in a way to obtain and protect the goods adequately.

## 6. Delivery quantity

Over- respectively underdeliveries are only permitted on agreement. A purchase order is completed if the ordered quantity has been delivered to 100 %.

## 7. Payment terms

if not agreed otherwise payment will be settled within 30 days net or 14 days with 2 % cash discount. If defects are revealed, SMC can hold back the payment.

## 8. Warranty

The supplier warrants the delivery to fulfill specifications and requirements according to the purchase order. The due diligence according to Art 201 OR is excluded. SMC is allowed to place a claim within 12 months after delivery.

## 9. Liability

The supplier exempts SMC from liability for faulty goods in the same extend as the supplier would be liable directly.

## 10. Trade mark rights

The supplier is liable that no trade marks of a third party are offended by delivery or utilization of the goods.

## 11. Nondisclosure

The supplier is obliged to conceal all commercial and technical details and to not pass those details to unauthorized third parties. Subcontractors are to be obliged likewise.

## 12. Applicable law / Place of jurisdiction

These general terms and conditions are subject to Swiss law. Use of the United Nations Convention of Contracts for the International Sale of Goods from 11 April 1980 is ex-empted. Place of jurisdiction is Zürich.

Weisslingen, Dezember 2017