

General Terms and Conditions of Purchase

I General

These Terms and Conditions of Purchase apply to purchases by DYNOVO AG (hereinafter referred to as DYNOVO) and are binding if they are declared applicable in the order. Supplier's conditions to the contrary and any deviations from these Terms and Conditions of Purchase are admissible only with the express written consent of DYNOVO.

The contract is deemed to have been concluded upon receipt of written notice (order) from DYNOVO confirming acceptance of the offer.

Requests by DYNOVO for an offer from the supplier are non-binding.

All agreements and legally relevant declarations made by the contractual parties must be in the written form to be valid. Declarations in the form of written text transmitted or recorded by electronic media shall be considered equivalent to the written form.

Should any of the provisions of these delivery conditions prove to be invalid either in part or in full, the contractual parties shall replace the provision in question with a new provision which comes as close as possible to the legal and economic intention of the invalid provision.

2 Scope of deliveries and services

The deliveries and services to be provided by the supplier must be listed in the offer, including any enclosures. The supplier is only entitled to make changes with the express permission of DYNOVO, even if such changes result in improvements.

Incoterm DDP (duty paid, VAT unpaid) pursuant to the most recent version of the Incoterms is applicable to all deliveries and services.

3 Plans and technical documents

Technical data and specifications regarding the condition of the purchased item are binding.

Each contractual party shall retain all rights to plans and technical documents that have been handed over to the other party. The receiving contractual party acknowledges these rights and shall refrain from making such documents available to third parties either in full or in part, or from using them for any purpose other than that for which they were provided, without the prior written authorisation of the other contractual party.

4 Provisions in the country of destination and protective devices

The supplier shall obtain information about the provisions and standards related to the execution of deliveries and services, to business operations and to the prevention of accidents and injuries.

Unless otherwise agreed upon, deliveries and services shall comply with the provisions and standards in force at the head office of DYNOVO. Additional or other protective devices shall be supplied to the extent agreed upon.

5 Prices

All prices are given DDP (duty paid and VAT unpaid, in accordance with the Incoterms in force at the time of the conclusion of the contract) at the head office of DYNOVO or at the specially agreed place of fulfilment, including packaging.

All ancillary costs e.g. for transport, insurance, export, transit and import permits and other authorisations, as well as certifications, shall be borne by the supplier. In the same way, the supplier shall bear all charges, fees and duties etc. that are collected in connection with the contract, or reimburse them on production of relevant proof by DYNOVO if the latter has been obliged to pay them.

The agreed price is a set price which may under no circumstances be modified unilaterally by the supplier after the conclusion of the contract.

6 Payment terms

Payments must be made by DYNOVO to the domicile of the supplier in accordance with the agreed payment terms.

Unless otherwise agreed upon, the following payment terms shall apply:

2% discount for payments within 10 days, or net within 30 days of receipt of the invoice. Invoices are issued at the earliest upon receipt of the complete order.

Advance payments are only due if special arrangements have been made. If advance payments have been agreed upon, the supplier must provide an appropriate guarantee (e.g. in the form of a bank guarantee) at the request of DYNOVO. Any delays in making advance payments do not entitle the supplier to extend the delivery deadline or to withhold the delivery.

If a payment or advance payment cannot be made in accordance with the contract, the supplier is obliged to agree upon a new payment deadline with DYNOVO. The right to claim compensation is excluded.

7 Delivery deadline

The agreed delivery deadline is binding. It begins upon conclusion of the contract. The deadline is deemed to have been met if the delivery has been made to DYNOVO in accordance with the contract prior to the expiry of the deadline.

If the supplier has reason to believe that a delivery will be delayed, he must notify DYNOVO immediately, stating the reasons for the late delivery and the expected duration of the delay. The supplier must do everything in his power, at his own expense, to avoid delivery delays.

The delivery deadline shall be renegotiated between the parties if delays are due to hindrances that cannot be averted by the supplier, despite the exercise of all due caution, irrespective of whether the cause rests with him, with DYNOVO or with a third party. Any such hindrances include epidemics, mobilisation, war, unrest, official measures or official omissions, and natural events.

DYNOVO is entitled to charge a contractual penalty in the event of delivery delays.

The contractual penalty shall amount to 1% for each commenced week of delay, and represent a maximum of 10% in total, calculated in relation to the contractual price of the complete delivery.

If the maximum contractual penalty is reached, DYNOVO can choose to maintain the contract or to withdraw from the contract. The right to claim compensation for damages resulting from the delay remains reserved.

If, instead of a delivery deadline, a specific delivery date is agreed upon, this date is deemed to be equivalent to the final day of a delivery deadline.

8 Packaging

At the request of DYNOVO, packaging shall be removed by the supplier at the latter's expense.

Packaging shall be provided in accordance with the instructions given by DYNOVO, if any.

9 Transfer of benefit and risk

Unless otherwise agreed upon or if a different Incoterm is specified, benefit and risk are transferred to DYNOVO after the unloading of the delivery at the DYNOVO works.

10 Shipment, transport and insurance

Any specific requests regarding shipment, transport and insurance shall be made in due time by DYNOVO. Transport shall be at the supplier's expense.

Any complaints in connection with the shipment or transport are the responsibility of the supplier.

It is the supplier's duty to take out insurance against damages of any kind.

11 Verification and acceptance of deliveries and services

The supplier shall check deliveries and services prior to shipment wherever possible. Further checks can be demanded by DYNOVO in good time prior to shipment.

DYNOVO shall check the deliveries and services and notify the supplier of any defects in writing within a reasonable period determined according to the business operation concerned. Taking due consideration of the warranty period, the supplier shall waive the right to object to the delayed notice of defects.

The supplier must immediately remove the defects reported as set out above or have such defects removed.

12 Warranty, liability for defects

Warranty period (guarantee)

The warranty period shall last 24 months. It shall begin upon the assembly or use of the deliveries by the end user.

The warranty period for replaced or repaired parts starts afresh and runs for 24 months after the replacement or the conclusion of the repair or from the date of acceptance.

Liability for defects in material, construction and execution

The supplier undertakes to improve or replace, as specified by DYNОВО, any parts of deliveries which are defective or unusable, at the written request of DYNОВО, within a reasonable deadline set by DYNОВО. The supplier shall bear the costs incurred for the removal of defects, including the associated assembly, disassembly, transport, staff, travel and accommodation costs.

If the specified deadline lapses unused, or if the defect cannot be removed during this period, DYNОВО has the right to demand, at its own discretion, a reduction in the purchase price or to refuse to accept the defective part or the entire delivery and to withdraw from the contract and, in any event, to demand compensation.

Liability for promised characteristics

Promised characteristics are the characteristics of the delivery which were designated as such in the offer from the supplier and in the order. If the promised characteristics are not fulfilled or are only partially fulfilled, DYNОВО has the right to demand, at its own discretion, their rectification or a reduction in the purchase price, or to refuse to accept the defective part or the entire delivery and to withdraw from the contract and, in any event, to demand compensation.

Deliveries and services provided by sub-contractors

The supplier shall be liable for deliveries and services provided by sub-contractors to the same extent as for his own.

Liability for secondary obligations

In the event of claims by DYNОВО due to inadequate advice or similar, or due to a breach of any secondary obligations, the supplier shall be liable to the same extent as for the main performance.

13 Non-performance, inadequate performance and the consequences

In all cases of inadequate or non-performance not explicitly governed by these terms and conditions (for example if, for no valid reason, the supplier starts the execution of deliveries and services at such a late stage that it is no longer possible to complete them on time, if an execution contrary to the terms of the contract can be clearly foreseen through the fault of the supplier, or if deliveries or services have been executed contrary to the terms of the contract through the fault of the supplier), DYNОВО is entitled to set a reasonable supplementary deadline for the relevant deliveries or services to be provided the supplier, under threat of withdrawal in the event of non-compliance. If this supplementary deadline lapses unused, DYNОВО can either maintain the contract and demand compensation, or withdraw from the contract and demand the reimbursement by the supplier of any payments already made together with any damages incurred.

DYNОВО does not have to set a supplementary deadline if it is foreseeable that such an extension would be of no avail.

14 Additional liabilities of the supplier

All breaches of contract and their legal consequences, as well as all claims by DYNОВО, for whatever legal reason, shall be in accordance with the law, subject to these conditions.

15 Place of fulfilment, place of jurisdiction and applicable law

The place of fulfilment shall be 5405 Baden, Switzerland.

The place of jurisdiction for the supplier and DYNОВО shall be 5405 Baden, Switzerland.

DYNОВО shall however be entitled to prosecute the supplier at the latter's head office.

The legal relationship between the parties shall be governed by Swiss substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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