

Terms and Conditions of Purchase of DT Swiss AG

	Exclusive validity	10.5	The guarantee period is 24 months from the time of delivery, insofar as not otherwise stipulated in the legal agreement. Materials in which defects are discovered during processing or during utilisation (by us or by customers) must be replaced free of charge irrespective of the time of the complaint.
	These General Terms and Conditions of Purchase apply to all our purchases and procurements insofar as we have not expressly agreed otherwise in writing. General terms and conditions of delivery of suppliers apply to our purchases only insofar as we have expressly recognised these in writing.	10.6	The Supplier must rectify defects by means of subsequent improvements performed free of charge – including ancillary expenses. If this is not possible, or if we cannot reasonably be expected to accept rectified components, then the Supplier must provide flawless parts in order to replace the defective parts free of charge.
1.	Enquiries – offers		In urgent cases, or if the Supplier falls behind with the defect rectification works, we shall be entitled to perform the necessary measures ourselves – or to cause this to be performed by a third party – at the expense of the Supplier. This shall not affect the warranty obligation of the Supplier.
	Offers submitted upon request are free of charge for us. Insofar as our enquiry or the offer made by the Supplier does not stipulate otherwise, a binding period of 90 days shall apply.	10.7	If a defect rectification is not possible or unreasonable, we shall be entitled to demand rescission or a reduction in the price.
2.	Form of orders	10.8	The Supplier must in every case assume the ancillary expenses associated with the defect rectification. These also include the ancillary expenses incurred by us or by our customers, in particular transportation, travel, labour and material expenses together with the cost of repairing and replacing such components which are not supplied by the Supplier, but which nevertheless likewise need to be repaired and replaced as the consequence of defective components of the Supplier.
	Our orders are binding only if they have been placed or confirmed by us in writing and on our form. Corresponding provisions also apply for addenda, sketches, drawings, commentaries, specifications etc. which form integral parts of our orders, insofar as these are expressly specified as such, are dated and have been initialised by us. The order must be confirmed by the Supplier without delay.	10.9	The guarantee period shall be extended by the time during which a plant is out of operation due to rectification works.
3.	Subcontracting	10.10	In the event of a replacement delivery, the object of the delivery shall be placed at our disposal for utilisation free of charge for as long as it takes to provide us with a faultless replacement delivery in operational condition.
3.1	The Supplier shall have unlimited liability for the parts sourced from his subcontractors.	10.11	In the case of replacement deliveries and repairs, a warranty must be extended to the same extent as for the object of the delivery itself, whereby the guarantee period for repaired or replaced components shall commence anew from the time of the new commissioning.
3.2	Should the Supplier wish to cause units or components which have been ordered from him, and which would normally be manufactured in his workshops, to be produced by any third party, then our approval for this must be obtained in good time.	10.12	The statutory warranty entitlements, in particular that establishing the right to claim compensation vis-à-vis the Supplier, shall remain reserved in every case.
4.	Prices	11.	Safety and Environmental Protection
4.1	The agreed prices represent fixed prices.	11.1	The supplier shall ensure that the supplied product complies with the valid safety and environmental protection regulations for Switzerland, EU, USA, Asia and South America when sold and can be processed, used, installed or operated in accordance with these regulations.
4.2	In the case of orders placed without specifying fixed prices, the invoiced price must be documented. We reserve the right to approve this.	11.2	Appropriate documents and evidence are to be provided at all times at the request of the customer without incurring any costs, especially the registration evidence in accordance with the REACH Regulation (EC) No. 1907/2006. The supplier must also provide all the information on the supplied product so that the customer can act in compliance with the REACH regulation in his business operations. Fulfilling other cogent environmental regulations valid in the EU and the USA which must be complied with by the supplier is subject to the provisions of the following decrees in particular:
5.	Provision of materials		<ul style="list-style-type: none">• Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et. Seq. (Proposition 65)• CPSC and ROHS rules• CE conformity
	Materials which we supply for the purpose of executing an order shall remain our property even after it has been processed or worked. This must be marked and must be stored separately prior to processing or working. Processing waste must be returned to us upon demand.	12.	Patent violation
6.	Delivery period and the consequence of delays		The Supplier shall be liable for ensuring that no third-party patent or other proprietary rights are violated by the delivery and utilisation of the ordered objects. He must ensure in every case that we are able to use the object of the delivery without hindrance.
6.1	The delivery date shall be deemed to have been adhered to	13.	Working at the works
a.)	in the case of ex works deliveries, if dispatch readiness has been established and has been communicated to us up to an expiry date.		In the case of work performed at our works or on construction or assembly sites, our safety instructions and rules for third-party companies shall apply in addition to these Terms and Conditions of Purchase.
b.)	in all other cases, if the agreed delivery reaches the place of destination prior to the expiry date.	14.	Drawings, test certificates and operating regulations
6.2	In the event of the Supplier ascertaining that the delivery cannot wholly or in part be performed on time, then he must notify us thereof without delay, specifying the reasons for and the probable duration of the delay.	14.1	The approval of detailed drawings by us does not release the Supplier from his responsibility for his delivery.
6.3	If the agreed delivery deadline is exceeded, we reserve the right to assert the statutory claims, irrespective of whether the Supplier notified us of the delay in advance, or of whether a contractual penalty had been agreed.		The definitive execution plans, test certificates, maintenance and operating regulations as well as spare parts lists required for the proper maintenance of the delivery must be handed over to us in the language and quantity required at the latest together with the delivery.
6.4	The Supplier may invoke the absence of necessary documents or supplementary objects or individual components which we are responsible for supplying only if these had been requested in good time or if he had issued a formal reminder without delay in cases where deadlines had already been agreed.	14.2	The drawings, tools, models etc. made available by us to the Supplier shall remain our property and must be returned to us following the execution of the order. These must be properly stored and insured against all damage.
6.5	If an order comprises several deliveries which are to be rendered in succession, then the legal consequences in the event of the Supplier falling behind schedule with a partial delivery shall extend to all deliveries which are still outstanding, even if these are not yet due.	14.3	The duty of surrender of the Supplier also extends to drawings, tools, models etc. which the Supplier has drawn up or procured in conjunction with the order. Special compensation for this shall be owed if this has been expressly agreed in the order.
7.	Product liability indemnity - liability insurance protection	15.	Confidentiality
7.1	Insofar as the Supplier is responsible for product damage, he shall be obliged upon demand to indemnify us against any possible third party claims for damages to the extent that the cause thereof lies within his field of control and organisation and insofar as he himself is externally liable.	15.1	Details, drawings etc. which we make available to the Supplier for the purpose of drawing up the offer or to manufacture the object of the delivery may not be used for any other purpose, reproduced or made accessible to any third party. We shall have the right to any possible copyright. Upon request, all documents together with all copies or reproductions thereof must be surrendered to us without delay. In the event of no delivery subsequently being made, the Supplier must automatically return the documents to us.
7.2	Within this framework the Supplier shall also be obliged to reimburse any possible expenses incurred out of or in conjunction with a product recall realised by us. We shall inform the Supplier about the content and scope of the product recall which is to be performed – insofar as this is possible and reasonable – and shall provide him with an opportunity to respond.	15.2	The Supplier must handle the order and the works or deliveries associated therewith in a confidential manner.
7.3	The Supplier undertakes to maintain a product liability insurance policy with an indemnity limit of CHF 5 million in lump sum terms per incident of injury to persons / damage to property; if we are entitled to further claims for damages, then these remain unaffected.	16.	Terms and conditions of payment
8.	Packaging of written documents, transport, insurance and risk assumption	16.1	Unless otherwise agreed, we shall pay within 30 days following receipt of the goods, of the associated documents and of the invoice, although at the earliest within 30 days following the agreed delivery date or following the agreed completion of assembly.
8.1	General	16.2	We reserve the right to offset any counterclaims we may have. The Supplier may assign claims against us to third parties only with our consent. We shall not refuse to grant this consent without cause.
	Unless otherwise agreed in writing, the delivery must be made free house. In the absence of shipping instructions from us to the contrary, the deliveries must be shipped to the place of destination.	16.3	In the event of advance payments, the Supplier must provide a standard bank down-payment guarantee.
8.2	The packaging must be realised in such a way that the goods are effectively protected against damage and corrosion during the transport and any possible subsequent storage. The Supplier shall be liable for any damage attributable to improper packaging.	17.	Place of performance, applicable law and place of jurisdiction
8.3	The Supplier must bear all costs and losses resulting from failure to adhere to our instructions for transportation, customs clearance etc. The Supplier shall cover the transport insurance.	17.1	The place of performance for the delivery is the agreed place of destination.
8.4	If particular care needs to be exercised when unpacking, then he must inform us thereof in good time.	17.2	The place of performance for the payment is our company domicile.
8.5	We reserve the right to return packaging material in return for reimbursement of the sum charged to us. The cost of the return transport shall be borne by us.	17.3	The legal relationship shall be governed by Swiss law.
8.6	Written documents	17.4	Should any of the individual provisions be invalid, then this shall not have any effect on the validity of the remaining provisions.
8.6.1	Each consignment must enclose a detailed delivery note (dispatch notice) containing our references.	17.5	The place of jurisdiction for the Supplier and for us is Bienne (BE) Switzerland; however we also reserve the option to assert our rights at the domicile of the Supplier.
8.6.2	The invoice must be sent to us in duplicate by separate post.		
8.6.3	All correspondence (letters, delivery notes, invoices etc.) must contain our purchase order number. Our receiving office must be specified on the consignment note.		
9.	Transfer of benefit and risk		
9.1	The benefit and risk shall be transferred to us, unless otherwise agreed, at the time of the acceptance of the delivery (10.2).		
9.2	If the necessary consignment documents for a delivery are not forwarded in the required manner, then the delivery shall be stored on the account and at the risk of the Supplier until these documents have been received.		
10.	Acceptance and warranty		
10.1	The Supplier shall guarantee that the object of the delivery does not contain any defect which diminishes its value or impairs its suitability for the intended purpose, that it possesses the warranted characteristics and corresponds to the prescribed performance and specifications as well as to the relevant laws, regulations and other provisions.		
10.2	We are obliged to check the goods within a reasonable period in the usual manner by means of random sampling.		
10.3	In the event of disparities with respect to the quality parameters, the result of control samples or investigations, performed by the Eidgenössischen Materialprüfungsanstalt [Swiss Materials Science and Technology Research Institution] shall be decisive. The cost of this sampling shall be borne by the party which is shown to be at fault.		
10.4	During the guarantee period, any possible defects may be made the subject of a formal complaint at any time within 10 days following their discovery.		