

1. General

- 1.1 These General Terms and Conditions of Purchase are applicable to the entire business dealings between SIGG Switzerland Bottles AG (“**SIGG**”) and the Supplier. SIGG shall comment expressly on deviating general terms and conditions of business, otherwise these shall apply as not accepted.
- 1.2 Through confirmation and/or actual execution of the order the Supplier accepts these General Terms and Conditions of Purchase.

2. Conclusion of contract

- 2.1 Quotations by the Supplier shall be free of charge.
- 2.2 The quotation must make explicit reference to deviations from quotation requests by SIGG.
- 2.3 An order shall not apply as placed by SIGG until such time as placed in writing or confirmed in writing by SIGG.
- 2.4 The Supplier must immediately draw the attention of SIGG to obvious errors or mistakes in the order.
- 2.5 SIGG shall only be bound by an order if the Supplier confirms the order in writing (including price and delivery date) within 24 hours of receipt of the order.
- 2.6 Upon request by SIGG, the Supplier must also sign a quality assurance agreement (QAA) which shall become an integral constituent of the agreement.

3. Delivery terms

- 3.1 Delivery shall be DDP Frauenfeld in accordance with Incoterms 2010.
- 3.2 Agreed delivery dates/periods are binding and shall run as from the date of the order. The Supplier must notify SIGG immediately of delivery delays. SIGG shall then be entitled to choose between withdrawal from the contract or abiding by the contract subject to assertion of default damage. In the event of late delivery, a contractual penalty of 1‰, maximum however 10%, of the order amount shall be payable. This shall not release the Supplier from its contractual obligations.
- 3.3 SIGG can also withdraw from the contract if execution of part of the delivery ordered becomes impossible.

4. Prices/payment

- 4.1 All prices are fixed prices, with the exception of additional written agreements to the contrary.
- 4.2 Payment shall be made within 30 days of receipt of the invoice. SIGG shall not be in default on payment until following receipt of a written reminder. Withdrawal by the Supplier based of default on payment is excluded.

5. Execution

- 5.1 All and any materials provided by SIGG shall remain our property.

6. Packing, delivery

- 6.1 Delivery shall be free house at the expense of the Supplier.
- 6.2 If it is agreed that SIGG shall bear the costs of the freight, the Supplier must select the form of transport prescribed by SIGG. If this is not specified, the respectively most cost-favourable form of transport for SIGG must be chosen.
- 6.3 The risk shall not pass to SIGG until following acceptance by SIGG.
- 6.4 The delivery note signed by the goods inward department merely confirms undamaged receipt of the goods, not the correctness of the goods.

7. Warranty

- 7.1 In the absence of any express agreement to the contrary, the Supplier shall guarantee freedom of the goods from defects for a period of 24 months from acceptance of the goods.
- 7.2 The Supplier is obliged to provide a 100% warranty for the quality of the parts to be supplied. Upon request, test reports must be provided without additional cost. SIGG shall conduct only a reduced goods inward check.
- 7.3 Given the presence of a defect, SIGG shall be entitled to choose between demanding repair, replacement goods or a reduction in the purchase price, or withdrawal from the contract (rescission of sale). In urgent cases, SIGG shall be entitled to remove the defects itself - or to have them removed - at the expense of the Supplier and without prejudice to other claims.
- 7.4 SIGG reserves the right to withhold payment, in part or in full, until such time as the Supplier has complied with its obligation to supply perfect replacement goods, or until such time as the circumstances concerning rescission of sale and reduction of purchase price have been clarified in binding manner, or until such time as the delivery is complete.

8. Miscellaneous

- 8.1 The Supplier must treat all information in connection with the present agreement as confidential, and disclose such to third parties only with the express consent of SIGG, irrespective of whether this information is marked "confidential". This shall not apply to information that was previously known to the parties or that is publicly accessible.
- 8.2 Amendments and extensions to the present contract or to these provisions require the written form.

9. Applicable law/place of jurisdiction

- 9.1 Place of jurisdiction is Frauenfeld (TG).
- 9.2 The legal relationship shall be based on Swiss law, subject to exclusion of the UN Sales Convention (CISG).