

	<b>General</b>	2-0128_OCH
	<b>Terms and Conditions of Purchase</b>	Page 1 of 2

## 1 Scope

These General Terms and Conditions of Purchase are authoritative for all orders of Oxyphen AG (hereinafter "Oxyphen") provided they have become an element of the contract with the supplier and nothing to the contrary has been expressly agreed upon in writing.

The suppliers are to expressly make any objections to these General Terms and Conditions of Purchase without delay and in writing. The supplier's printed terms and conditions of business or references in forms and stamps etc. are not deemed objections. Silence on the part of Oxyphen regarding the supplier's terms and conditions of business or contradictory confirmation letters etc. may not be interpreted as consent to or recognition of these.

## 2 Supplier's offers

Offers, consulting, demonstrations, technical documents and sample deliveries of the supplier shall be free of charge for Oxyphen. The suppliers acknowledge an obligation to clarify any circumstances that could be of interest to the offer or the offered services for Oxyphen. If the suppliers do not specify a period in their offer, the offer shall have binding force for 60 days after postage stamp.

## 3 Prices

In the absence of express agreements to the contrary, the prices apply as fixed prices in the agreed currency (in the event of doubt Swiss francs). They are to be understood DAP Wetzikon or another stated place of destination (Incoterms® 2010).

## 4 Terms and conditions of payment

In the absence of express agreements to the contrary, the purchase price is to be paid within 30 days following receipt of the invoice and assumption of the fault-free delivery without any deductions.

## 5 Delivery and passing of risk

Immediately after each order, the suppliers are to submit to Oxyphen without request a confirmation that at least contains the following: order scope, quantity, price and delivery date.

Deliveries shall be made DAP Wetzikon or another stated place of destination (Incoterms® 2010). Oxyphen are entitled to specify a carrier for the supplier. The delivery shall be deemed made in good time if the goods are handed over to Oxyphen in Wetzikon on the agreed delivery date or at another stated place of destination.

Risk shall pass to Oxyphen in accordance with DAP regulations, i.e. in the case of hand-over to Oxyphen in Wetzikon or at another stated place of destination (Incoterms® 2010).

## 6 Default in delivery

In the event that the agreed delivery date is exceeded, the suppliers shall automatically be in default without the necessity of a warning. The consequences of default are based on Article 102 et seq. OR (Swiss Law of Obligations). The assumption of Article 190(1) OR does not apply.

The suppliers undertake to provide written notification without delay of foreseeable delivery delays by stating the likely time by which the delivery time shall be exceeded. Oxyphen are entitled to set the suppliers a deadline in which to subsequently provide performance. If the suppliers do not fulfil within the stated subsequent period, Oxyphen shall be entitled to refuse to accept, withdraw from the contract and/or claim for damages. Oxyphen shall also be entitled to withdraw if the suppliers are not responsible for the delay. An option to withdraw shall also apply if it becomes clear during the course of manufacturing that the delivery item will not be suitable.

Partial and early deliveries shall only be permitted following an express agreement. In the case of partial deliveries, delivery of an incorrect quantity or in the case of an early delivery, Oxyphen shall be entitled to refuse acceptance. In the event of refusal to accept, Oxyphen may keep the goods ready for collection at the supplier's cost and risk. The same applies in the event of a refusal to accept in the case of the delivery of faulty goods.

## 7 Warranty

The suppliers guarantee that the supplied goods do not contain any defects that have a detrimental effect on their value or merchantability, that they have the agreed characteristics and specifications and, in particular, comply with potential drawings that have been handed over to the supplier and that the material, design and construction are fault-free. If the suppliers realise that the characteristics requested by Oxyphen or the stated specifications are unfavourable or unsuitable for the intended use of the goods, the suppliers may only cite a defect on the part of Oxyphen if they had notified Oxyphen of such a defect without delay. The suppliers shall also be liable if they were not aware of the defect. The suppliers shall be liable for their suppliers as they are liable for their own performance, in any case they shall be liable for potential assembly that they per-

	<b>General</b>	2-0128_OCH
	<b>Terms and Conditions of Purchase</b>	Page 2 of 2

form. The suppliers guarantee, and are furthermore liable for that fact that no third party property rights shall be infringed upon as a result of the delivery and use of the offered goods.

**8 Inspection, notification of defects, warranty period**

Oxyphen shall inspect the delivered goods within a reasonable period following acceptance of the complete delivery, without however being bound by a defined period, regarding identity, quantity and visible transport damage, and provide notification of detected defects as soon as possible.

However, the suppliers discharge Oxyphen of a quality check of the supplied goods. Notification shall be provided within the warranty period for defects of any kind that are subsequently identified. The warranty period shall run for 24 months from the delivery date of the product to Oxyphen. The same also applies to repairs, replacements and subsequent deliveries. Making payments and the potential acceptance of works etc. on the part of Oxyphen do not constitute acknowledgement that the goods are fault-free. A potential period of limitation shall come into force at the earliest upon expiry of the warranty period.

**9 Rights relating to defects**

In the event of a defect, Oxyphen shall have the choice of either withdrawing from the contract or requesting a reasonable price reduction or cost-free improvement in situ. If the requested improvement is not made within a period to be set or is not made correctly, Oxyphen may continue to request a withdrawal from contract or a reduction in price. In addition, the suppliers are to provide full compensation in any case for direct or indirect damage. Oxyphen may refuse to accept a faulty delivery. However, accepting a consignment does not mean waiving rights relating to defects.

**10 Product Liability - Regress**

If third parties bring legal action against Oxyphen based on the provisions of Product Liability Law because contracted products are faulty within the meaning of these provisions, the supplier shall render Oxyphen exempt from such claims. Oxyphen will undertake to inform the supplier as soon as they gain knowledge of such claims, and enable the supplier to ward off unjustified claims. Oxyphen may assign the handling of legal procedures to the supplier if it is clear that only the supplier's contracted products can be the cause of the damage.

If Oxyphen feel compelled to launch a re-call campaign because of faulty contract products, Oxyphen shall notify the supplier without delay provided the danger is not imminent. The cost of the re-call cam-

paign shall be borne by the supplier provided the re-call is necessary because of faults in their contracted products. If there are several reasons for a re-call, the costs shall be borne on a pro rata basis.

Oxyphen's claims against the supplier in this respect shall fall under the statute of limitations irrespective of the claims of the aggrieved third party against Oxyphen (i.e. in accordance with the regulations of the applicable Product Liability Law).

**11 Obligation to furnish information in the case of defects**

If the suppliers are aware of the faulty material that is or was part of Oxyphen's delivery scope, including if it is supplied to another customer, Oxyphen are to be informed of such a defect immediately (at the latest after three days and in writing).

**12 Rights to documents and secrecy**

Oxyphen shall retain the rights to drawings and documents that Oxyphen render to the supplier. The supplier may only use such drawings and documents to fulfil their contractual obligations in dealings with Oxyphen.

The suppliers undertake to handle drawings and documents that Oxyphen has rendered to them, and other information entrusted to them by Oxyphen confidentially, in particular not to make these available to third parties and not use them for purposes other than honouring their commitments to Oxyphen. The suppliers are to obtain written authorisation by Oxyphen prior to forwarding drawings and documents to a subcontractor. This does not apply to information which, without action taken by the supplier, has been placed in the public domain or was known by the supplier prior to the disclosure.

**13 Ownership of material provisions**

Oxyphen shall retain ownership of materials that they make available to the supplier for the purpose of honouring its delivery obligations. This applies both prior to and after finishing or processing.

**14 Place performance, place of jurisdiction and applicable law**

Oxyphen's registered office is deemed the place of performance for all the contracting parties' obligations. Swiss law applies on a supplementary basis in addition to the individual contract and these General Terms and Conditions of Purchase. Oxyphen's registered office is deemed the place of jurisdiction for all the contracting parties' disputes.