

**§ 1 General**

Orders by NUSSLI must be made in writing and are exclusively governed by these General Terms of Purchase, provided the order does not stipulate otherwise. Should NUSSLI require an order confirmation from the supplier then the contract first enters into effect when this confirmation has been received. General terms of the supplier only become an element of the contract when NUSSLI has expressly accepted them in writing.

**§ 2 Subject**

The nature, scope and time of delivery or performance of services are stipulated in the order. Deviations from this require the written agreement of NUSSLI.

The specified performance- and service qualities are considered warranted properties. Considered assumed properties are suitable for use and performance criteria as per standards and regulations in the country of destination of use or, if this is not stated in the order, of the supplier country.

**§ 3 Delivery Times; Delay**

The supplier is obliged to immediately take measures to counteract a potential or recognizable delay and to also immediately inform NUSSLI thereof in writing.

For the duration of order processing, NUSSLI is entitled to inspect production of the contract products and to attain a personal impression of performance by the supplier as per the contract. For this purpose, the supplier will allow NUSSLI free entry to its works at any time during the contractual time period.

**§ 4 Delivery and Transfer of Title**

4.1 Orders are subject to the Incoterms 2010. DDP (agreed destination place) applies. Freight- and packaging costs must be separately shown.

4.2 Transfer of title occurs at the transfer of risk.

4.3 NUSSLI reserves the right to either reject deliveries with faulty packaging, marking or documentation – as well as partial- or advance deliveries not agreed in writing – or to accept them and store them at the supplier's cost and risk until the full order has been fulfilled.

**§ 5 Export Control and Customs**

For goods, the customs tariff number of the country of origin is to be stated. For registered goods, the national registration numbers and that of the U.S. are also to be stated, in the case that the goods are subject to U.S. re-exportation conditions. Preferential certificates of origin, as well as declarations of conformity and –markings of the country of origin or destination are to be presented as well as autonomous certificates of origin upon request.

**§ 6 Terms of Payment**

Payment falls due 30 days net or 10 days with 3% discount from the day of contractual delivery and the issuance of the invoice. NUSSLI is entitled to withhold payment entirely or partially in the case of non-performance by the supplier.

**§ 7 Warranty**

The obligation of the buyer to immediately inspect and advise of defects as per Art. 201 OR is excluded. NUSSLI may identify faults throughout the duration of the warranty period. The warranty period is 18 months from delivery. For replaced or spare parts the warranty period is renewed in its entirety upon their delivery. The warranty comprises material defects and defects of title, as well as the lacking of warranted or assumed properties.

**§ 8 Liability**

The supplier indemnifies NUSSLI against all claims of third parties tied to the delivery or service arising from product liability, environmental protection and protection of intellectual property and holds NUSSLI completely harmless. NUSSLI is obliged to advise the supplier of claims raised against it without delay. Liability arising from non-performance or default of contract remains unaffected and is based on the pertinent laws, provided no deviating agreements have been made.

**§ 9 Copyright and Confidentiality**

NUSSLI retains all rights to documents, such as plans, drawings, technical documents and software etc., provided to the supplier throughout the duration of contract. The supplier may use the documents and all information tied to it for order processing only; without previous agreement of NUSSLI in writing. The supplier may not copy such documents and information, or reproduce or otherwise make them fully or partially accessible to third parties. Without previous agreement in writing, NUSSLI may, respectively, not name the end customer in reference lists / publications tied to the order.

**§ 10 Data Protection**

Through suitable means and measures, the supplier guarantees data protection; he hereby declares that he accepts that NUSSLI processes person-related data and can make this known to third parties in Switzerland and in foreign countries for the purpose of order processing and the care of business relationships.

**§ 11 Place of Jurisdiction and Applicable Law**

Place of Jurisdiction is Huettwilen/Switzerland. NUSSLI is, however, also entitled to institute legal proceedings before a competent court in the supplier's place of business. The contractual relationship is subject to Swiss Material Law. Application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.