

1 General information

Orders from Brütsch Elektronik AG (hereinafter referred to as 'BREL') must be made in writing and are based exclusively on these General Terms of Purchase, provided that the order contains no other deviating regulations. If BREL requests the order confirmation from the supplier, the contract shall only be concluded upon its receipt. The General Terms of the supplier become part of the contract only if BREL accepts these in writing.

2 Object

The type, scope and time of delivery or service are specified in the order. Any deviations require the written consent of BREL.

The design attributes and performance characteristics specified in the order apply as guaranteed features. The suitability for use, as well as the performance according to the standards and regulations as per the applicable standards and regulations of Switzerland and the EU, are applicable as the prerequisite characteristics.

3 Delay

The supplier is obliged to counteract any impending or recognisable delays immediately, and to inform BREL about it in writing.

4 Delivery and transfer of ownership

Orders are subject to Incoterms 2010.

The transfer of ownership takes place with the transfer of risk.

BREL reserves the right to reject deliveries with defective packaging, markings, test certificates or documentation as well as partial or advance deliveries that have not been agreed upon in writing, or to accept such and store these until proper contract fulfilment at the expense and risk of the supplier.

Any freight and packaging costs are included in the price; for trade statistical purposes, however, these must be shown separately. BREL may return packaging material for credit.

5 Export control and customs

The tariff number of the country of origin must be indicated for any goods; for listed goods, the national list number as well as that of the USA must be specified if the goods are subject to US re-export regulations. Preferential proofs of origin as well as declarations of conformity and conformity markings of the country of origin or destination are to be presented unsolicited; non-preferential certificates of origin shall be upon request.

6 Terms of payment

Payment is due 30 days after contractually compliant delivery and invoicing. BREL reserves the right to withhold payment in case of identified defects of the items.

Our payments shall be made irrespective of any examination of your performance. Our payments or partial payments thus do not constitute recognition of quantity, price and quality. Our legal claims in this regard therefore remain fully protected even after payment of the service.

7 Warranty

The immediate inspection and reporting obligations of the orderer is waived according to Art. 201 of the Swiss Code of Obligations (*Obligationenrecht* – OR). BREL may raise a notice of defects during the entire warranty period. The warranty period is 24 months from delivery; in case of replaced or repaired parts, this shall restart with their delivery. The warranty includes actual or legal defects of the item as well as the lack of guaranteed or prerequisite characteristics.

8 Compliance with mandatory law

The delivered products must be traceable to the raw material used. Raw material or component batches (where necessary) of the sterile packaging must be clearly assigned to the lot of the end product.

The supplier declares and guarantees that

- no medicinal products, derivatives of human blood and or blood plasma nor tissues of animal origin are part of the product,

- the products were not manufactured with raw materials such as latex or phthalates, and none of these substances were used during the manufacturing process, so as to avoid the incorporation or contamination of the products with these substances,
- none of the listed substances are contained in the product as per Directive 2011/65/EU (ROHS) on the restriction of the use of certain hazardous substances in electrical and electronic equipment (as amended by Directive 2015/863/EU),
- as regards the manufacture of the products, it complies with the regulations from Sec. 1502 of the Dodd-Frank Act on conflict minerals and Regulation 2017/821/EU which sets the obligations for compliance with due diligence in terms of the supply chain for union importers of tin, tantalum, tungsten, their ores and gold from conflict-affected and high-risk areas,
- as regards the manufacture of the products, it complies with the requirements of Regulation 1907/2006/EC on the registration, evaluation, authorisation and restriction of chemical substances (REACH).
- If the supplier acts as a manufacturer in the sense of the medical device law, the requirements of the Swiss Therapeutic Products Act (*Heilmittelgesetz*), the German Medical Devices Act (*Medizinproduktegesetz*) and the European Medical Device Directive 93/42 EEC or, respectively, Regulation 2017/745 on medical devices must also be observed.

9 Right to use standard software

The supplier shall grant BREL the non-exclusive, transferable right to use the standard software contained in the order item for the intended use. The supplier guarantees that it has the appropriate usage and distribution rights, and indemnifies BREL against any claims of third parties arising from the violation of such rights. BREL is permitted to make software copies for backup and archival purposes.

10 Liability

The supplier shall indemnify BREL from all third-party claims related to the delivery or service which are caused by the behaviour of the supplier, in particular any claims arising from product liability, environmental protection legislation and intellectual property. BREL is obliged to inform the supplier about any claims asserted against BREL.

11 Copyright and confidentiality

All rights to documents such as plans, drawings, technical documentation, software, etc. that BREL provides to the supplier for the order processing shall remain with BREL. The supplier may use the documents and all related information only for order processing. Without the prior written consent by BREL, it is not entitled to manufacture products for third parties on the basis of such documents and information, or to copy or duplicate such documents and information, or to make these available to third parties in whole or in part, unless the order processing requires it. BREL and its customers may not be named in publications related to the order without prior written consent.

12 Data protection

The supplier shall ensure data protection through suitable precautions. It agrees that BREL may process personal data, and may make such data available to third parties in Switzerland and abroad for the purposes of order processing and the maintenance of business relationships.

13 Place of jurisdiction and applicable law

The place of jurisdiction is the domicile of Brel in Beringen. However, BREL is also entitled to sue the supplier at the location of its domicile.

This legal relationship is subject to Swiss substantive law.

The application of the UN convention of 11 April 1980 on contracts in the international sale of goods is excluded.