

## **1. Validity**

1.1 These Terms and Conditions of Purchase shall apply exclusively to the purchase orders (PO) placed by DUAP. The confirmation or execution of the PO shall be deemed as acceptance of these Terms and Conditions of Purchase. This shall also apply if the Contractor states that it only wishes to deliver on its terms and conditions. Other conditions and deviations from these Terms and Conditions of Purchase shall require the written consent of the Customer to become effective.

## **2. Orders**

2.1 Orders must be placed in writing. Oral agreements shall only be legally effective if they have been confirmed in writing.

2.2 All orders shall be binding only if confirmed in writing before the order is executed.

## **3. Order confirmations**

3.1 For every purchase order from DUAP, the contractor must send a duly signed order confirmation.

## **4. Delivery times**

4.1 Any delays in delivery lead to claims for damages.

4.2 Delivery delays must be notified in writing at least 14 days before the agreed delivery date.

4.3 In the event of a delay not acceptable for DUAP, DUAP reserves the right to insist on correct delivery or to cancel the order and invoice the corresponding additional costs.

4.4 Upon delivery delays, the contractor can be charged agreed delay penalties without proof of incurred damages.

## **5. Work execution**

5.1 All works must be executed according to DUAP's purchase orders, drawings and/or manufacturing specifications.

5.2. If the Contractor has to supply the raw material for the placed order, he is obliged to use the prescribed material only and to prove it with an appropriate material certificate.

## **6. Quality control**

According to Quality Management agreement.

## **7. Delivery quantities**

7.1 Ordered quantities must be delivered. Under-delivery is not accepted!

7.2 Returns or additional (late) deliveries are at contractors expenses.

## **8. Tools on loan / appliances**

8.1 Measuring tools, devices, moulds, and other appliances may be loaned to the contractor by DUAP on a case-by-case basis.

8.2 They may only be requested when needed and must be returned to DUAP in perfect condition immediately after use by separate delivery.

8.3 They may only be used for the execution or PO's from DUAP.

8.4 Tools and appliances not returned or damaged by the contractor will be charged.

## **9. Drawings and documentation**

9.1 Drawings, operation plans, samples and other documents, which the contractor received from DUAP for the execution of a purchase order must be returned to DUAP after completion of the works (validity corresponding to PO number)

9.2 They remain legally protected property of DUAP and may not be made public to any third party without written approval from DUAP.

## **10. Copy rights**

10.1 The Contractor shall be liable for compliance with the copyright or intellectual property rights.

10.2 Parts manufactured based on drawings, appliances, materials or information provided by DUAP may not be sold to any third parties.

10.3 The Contractor shall assume liability that the delivery item is free from third party rights.

## **11. Additional documents**

11.1 Every delivery must be accompanied by a delivery note.

11.2 Every delivery must include a test certificate as well as the requested quality –related document(s).

11.3 The invoice must be sent to DUAP in two copies.

11.4 All delivery notes and invoices must include:

- DUAP ordern number
- DUAP article number(s)
- Parts description
- Quantity
- Delivery date

Invoices without these items will be rejected.

## **12. Faulty parts**

12.1 DUAP's quality assurance department will issue a default report for all faulty parts received.

12.2 If parts can be made useable by re-working them, this re-work should in general be executed by the contractor and this within the time specified by DUAP and without cost for DUAP.

12.3 If, for timing reasons and after agreement with the contractor the re-working must be made by DUAP, the contractor will be invoiced the corresponding time and expenses.

12.4 Parts deemed to be rejects must be replaced by the contractor within the time defined by and without cost for DUAP.

12.5 If rejected parts were already invoiced, they will be „deducted“ according to the claim report or invoiced to the contractor by DUAP.

12.6 If the contractor receives raw material, semi finished goods or an already machined part from DUAP for further machining, he must bear any cost for damages (rejects) caused by him.

12.7 The contractor is liable for any damages caused to DUAP by faulty deliveries (material, work, transport, penalties, etc. ).

## **13. REACH- and RoHS-requirements**

13.1 All deliveries must comply with the latest version of guidelines and regulations of the RoHS-guideline EU 2011/65 & 2015/863, conflict minerals / Dodd-Frank act and REACH EU regulation 1907/2006/EG find latest version: <https://echa.europa.eu/de/candidate-list-table>.

## **14. Warranty**

14.1 Every contractor is required to make sure that he is adequately covered for claims, which might arise from product liability.

## **15. Payment**

15.1 According to separate agreement between DUAP and the contractor.

## **16. Ethical Conduct**

16.1 The Contractor assures to comply with all relevant laws, rules and regulations regarding benefit taking and corruption.

## **17. Place of jurisdiction**

17.1 Place of jurisdiction is 3360 Herzogenbuchsee, Switzerland.

17.2 For all parties the venue is 3400 Burgdorf, Switzerland. Swiss law shall apply. However, the applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

17.3 Should individual terms of this contract be or become invalid, this shall not affect the validity of all other terms.

valid from: 03 January 2023

This version of the DUAP Terms and Conditions of Purchase supersedes all previous versions.

© 2023 DUAP AG, Herzogenbuchsee, all rights reserved.