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# **General Terms of Purchase and Delivery for suppliers**

### **1. Scope**

These Terms of Purchase and Delivery shall apply - subject to deviating agreements in individual cases - to all deliveries to Wagner AG. Wagner AG shall not accept any deviating Terms of Sale and Delivery of the supplier.

### **2. Orders from Wagner AG and deliveries**

Wagner AG shall place oral and written orders. The acceptance of orders shall be confirmed by the supplier in writing, recognising these Terms of Purchase. We expect to receive the order confirmation within 3 days upon oral or written order placement.

Prices agreed upon shall be binding for the entire order. In case of orders without prices indicated, Wagner AG shall expressly reserve the right to verify the prices invoiced.

The supplier shall process the orders. The involvement of sub-suppliers requires Wagner AG's prior written consent.

All deliveries shall be effected in the quantities and batch sizes ordered; a maximum of 10 % of overdelivery and a minimum of 10 % underdelivery is admissible; delivery notes and shipping documents, if any, must accompany the shipments. Partial deliveries and deviations from batch sizes ordered shall be excluded, unless otherwise agreed upon in writing. As for the rest, the Technical Terms of Delivery agreed upon between Wagner AG and the supplier shall apply.

### **3. Prices**

The prices are fixed prices and shall include any ancillary expenses. VAT must be shown separately on the supplier's invoices.

### **4. Terms of delivery**

Wagner AG shall receive the shipment on the date agreed upon as the delivery date. Should the supplier expect that a timely delivery is not possible in whole or in part, it must inform Wagner AG immediately of the reasons therefor and of the expected duration of the delay. Partial or advance deliveries shall only be admissible with Wagner AG's express consent.

All incidents associated with additional freight charges must be reported to us by 31 January of the following year.

### **5. Terms of payment**

Payment shall be effected only after the merchandise is received at its destination and after the invoice was issued within 30 days net. In case of a faulty delivery, Wagner AG may withhold payment until the supplier fulfilled its obligation in accordance with section 7 (Guarantees).

### **6. Packaging and transport**

The supplier shall have the obligation to take out insurance for the merchandise until receipt at the place of performance and/or destination. Returnable packaging invoiced shall not be paid but returned freight prepaid. The supplier shall be liable for damage in transit as a consequence of insufficient or inadequate packaging; this shall also apply if we assume the responsibility for the transport of the merchandise to its destination.

### **7. Supplier's guarantees**

The supplier shall agree to immediately repair or replace, in the discretion of Wagner AG, any delivery items and/or parts thereof, which are and/or become unusable or defective due to bad material, faulty design or production. We reserve the right to file claims for damages due to faulty deliveries.

The guarantee period shall be 12 months upon commencement of the intended use and no more than 24 months after the delivery of the delivery items by Wagner AG or its customers. Wagner AG has the obligation to inspect the merchandise within an adequate period of time in the usual course of business as to defects in quality and quantity. A complaint shall be considered as received in due time if it is received by the supplier within an adequate period of time. Wagner AG shall continue to be entitled to all statutory warranty claims. In case of replacement deliveries, Wagner AG shall be entitled to use the delivery item free of charge until a replacement delivery without any defects is ready for use. Should a quality assurance agreement be in effect between Wagner AG and the supplier, the provisions of the quality assurance agreement shall supersede those of the Terms of Purchase.



**8. Product liability**

The supplier shall maintain a product liability and a business liability insurance during the entire time it supplies us, covering the liability risks as well as our indemnity. Insurance cover must be evidenced to us upon request.

**9. Warranty of title**

The supplier shall warrant that no third party property rights, in particular patent and copyrights exclude or restrict the unrestricted use of the delivery items by Wagner AG and its customers. The statutory provisions on warranty of title shall apply.

**10. Copyright and documentation**

Drawings, calculations, models, patterns as well as any other documentation placed at the supplier's disposal shall remain our property. Those shall not be disclosed to third parties in any form without our written confirmation. Any tools, gauges, equipment etc. we paid for shall remain our property, must be stored adequately and insured against all risks. They may not be modified, destroyed or used for third parties without our written consent.

**11. Place of performance and place of jurisdiction**

The contract is subject to Swiss law. Our seat shall be the place of performance. The court competent for our seat shall be the place of jurisdiction.