

Terms and Conditions of Purchase of RONDA AG

Acceptance

By accepting our order, the supplier acknowledges our Terms and Conditions of Purchase. Unless we have given our express written agreement to other explicitly stated conditions of the supplier, these shall not be valid.

Validity

Only written orders shall be valid. Verbal orders, amendments or additions to the order must be confirmed by us in writing.

Conclusion of Contract

The contract shall be considered to be concluded on confirmation in writing by the supplier of our order inclusive of our unchanged terms and conditions of purchase. The confirmation of order shall be issued to us within 10 days with a legally valid signature. Non-confirmation of our order shall be considered as acceptance of our order and our terms and conditions of purchase.

Prices

The prices indicated are fixed prices. Price changes shall be valid only if confirmed by us in writing. Should an order be placed without a price or with a price guide, we reserve the right to approve the price following receipt of the order confirmation or invoice.

Delivery

The shipment must arrive at the place of destination on the stipulated date. Foreseeable delays must be notified to us immediately. Should the supplier fail to complete shipment within the contract time, we may insist on the complete shipment or withdraw from the contract without cost consequences, and refuse acceptance of this and later shipments. Additional costs and increased shipment costs attributable to shipment delays (e.g. urgent shipments, additional journeys, express shipments, air freight, etc.) shall be borne by the supplier.

Packaging and Transport

If not explicitly stipulated, packaging and transportation to the place of destination shall be assumed by the supplier for its account and risk. Benefits and risk will pass to us following acceptance of the goods. Packaging charged to us can be returned against a credit note.

Shipping Documents

All shipments shall be accompanied by a consignment note together with one copy or the original invoice together with two copies (one copy is required as a consignment note). The consignment note shall contain the supplier number, our order and item numbers, the shipping date and the supplier's VAT number, as well as our plan and index number (article number). Part shipments and residual shipments shall be identified as such on the shipping papers and invoices. Should the accompanying documents be missing or incomplete, we may refuse acceptance until their receipt.

Specifications

The dimensions, tolerances and surface finishes indicated on the drawings and in the specifications are binding and shall be accepted in full by the supplier. Should a shipment fail to meet the requirements of the contract, we may refuse acceptance and return the shipment as a whole or in part at the supplier's cost. We may also correct the divergences ourselves or have them corrected at the supplier's expense. We reserve the right to claim for damages.

Should we encounter delivery problems as a consequence of this situation, the conditions of purchase mentioned under «delivery» shall apply.

The incoming goods will be checked by us as soon as possible and any defects will be brought to the supplier's notice. Any payment made shall not be deemed to be a waiver of complaint.

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Liability

The supplier shall be solely liable for assuring that its deliveries and their use by us do not infringe any patent, trade mark, design, model and copyrights or any rights of third parties or any legal provisions. All documents, materials, information and prototypes made available to the supplier shall only be used for the manufacture and supply of our goods. They are our property and must be used with the necessary care and whenever possible not viewed by any third party. The supplier shall be fully liable for any damage arising from a violation of this duty of care.

Subcontractors

Passing on our orders as a whole or in part to subcontractors is admissible only with our prior written consent. If we consent to this, the sole responsibility of the supplier towards us shall remain unchanged.

Quality Control

The supplier undertakes to check the products delivered in advance – in acceptance with the AQL specifications – and only to deliver goods in perfect condition. A test report shall be enclosed with each shipment (raw materials and supplies).

Changes to the delivered product or to the production process

- a. Any change of subcontractor (e.g. for raw materials) must be notified to us immediately, and may not be made without our written consent.
- b. A change of any kind to a product delivered to us (choice of material, material composition, necessary further work at RONDA etc.) shall always be cleared in advance with RONDA in writing and must be approved by RONDA in writing. This expressly also includes cases where subsequent operations at RONDA could be compromised. We reserve the right to claim for damages.
- c. A change in a production process which may change the composition / characteristics or the quality of the product delivered by the supplier in any way must also be cleared with RONDA in advance in writing and be approved by RONDA in writing.

REACH / ROHS / Dodd Frank Act

- a. The supplier guarantees that he fulfils his obligations pursuant to the EU regulation on chemicals (REACH regulation) in full. All facts relevant to REACH must be notified in writing to Ronda immediately they become known.
- b. The supplier guarantees that all products delivered or to be delivered to Ronda comply with the EU Directive on the restriction on the use of specific hazardous substances are in conformity with RoHS.
- c. The supplier shall provide proof, on the basis of the “Conflict Minerals Rule” of the American “Dodd-Frank Acts”, of the use of what are known as “conflict commodities” in its products..

Place of Fulfillment

The place of fulfillment for the supplier is the place of destination indicated by us.

Legal Venue

The legal venue is CH-4415 Lausen. Swiss law will apply.

