

Terms and Conditions of Purchasing (AEB)

1. Scope

The legal relations between the Supplier and MECAPLEX shall be subject to the following Terms and Conditions of Purchasing (AEB) if the AEB have expressly been specified as an integral part of the contract or if MECAPLEX refers to the AEB in its purchase orders. Terms and conditions of delivery of the Supplier shall only be valid if these have expressly been agreed to in writing. Any quality assurance and confidentiality agreements as well as written product-specific agreements entered into with MECAPLEX shall be deemed to have precedence.

2. Scope of delivery / changes to the scope of delivery / spare parts

The supplier shall be obliged to provide a safe and economic delivery that complies with the applicable regulations and the state of science and art and shall observe all relevant regulations in respect of environmental protection, safety technology and occupational health in the provision of its service. The Supplier shall inform MECAPLEX of any official permits that might be required and compulsory notifications applicable to the import and the operation of the delivery items. The Supplier shall ensure that it will be able to supply MECAPLEX with the delivery items or parts of these as spare parts for a period of 10 years after the last order at reasonable conditions. In the case of delivery items or parts intended for the aerospace industry the "operating life of the product" shall apply, however, at least 30 years. Should the manufacture of the delivery items or parts of these be discontinued prematurely either by the Supplier or by its subcontractors, MECAPLEX shall be notified in due time to enable it to place one last purchase order for an adequate quantity.

3. Delivery conditions / transfer of ownership

The deliveries, including packaging, preservation and certificate of conformity, shall be effected DDP (INCOTERMS 2010) to the place of delivery specified by MECAPLEX unless where anything different has been agreed. Each delivery package must include a delivery note and a copy of the invoice.

If delivery "ex works" has been agreed, MECAPLEX and the recipient named by MECAPLEX shall be notified in due time of the dimensions and the weights of the shipment.

In the case of deliveries across borders, the Supplier shall be obliged to comply with the applicable export control regulations and shall notify MECAPLEX promptly of the export control codes of the delivery items in writing no later than upon delivery.

4. Deadlines / delay

The Supplier shall notify MECAPLEX immediately of any foreseeable delay in its delivery indicating the reasons and the expected duration of the delay in writing.

5. Warranty of quality / incoming goods inspection

The Supplier shall guarantee that the delivery item is free of any faults that would affect its value or fitness for use, complies with the agreed specifications and documents submitted to the Supplier and that material, workmanship and design are flawless. If the Supplier could foresee that the properties required by MECAPLEX or the defined specifications for the intended use of the item are unfavourable or unsuitable, MECAPLEX shall be notified immediately.

The Supplier shall monitor the quality of its deliveries and services on a continuous basis.

MECAPLEX shall not be obliged to inspect the delivery items or parts of these immediately. Any defects shall be reported after they have been detected. The Supplier hereby declares that it waives its right of objection in the event of delayed notice of defect.

6. Rights of access, inspection and participation

With the acceptance of the order, the Supplier shall grant MECAPLEX, its customers or the European Aviation Safety Agency (EASA) and the Federal Office of Civil Aviation (FOCA) as well as any other authorities, if applicable, access to its premises and shall permit these to inspect the entire documentation relevant to the order (electronic and/or hardcopy).

7. Liability for defects / reimbursement of expenses / warranty period / insurance

The Supplier shall be liable for any defects that occur at MECAPLEX within 36 months from receipt of the delivery. The Supplier shall reimburse MECAPLEX or its buyers for any expenses that are incurred for loss prevention, avoidance or mitigation (e.g. recalls) before or in connection with any events of liability for defects.

The Supplier shall be obliged to maintain adequate insurance that covers all possible risks for the duration of the supply relationship. Proof of this cover shall be submitted to MECAPLEX on request.

In the event of any disputes on quality aspects, an expert opinion issued by the Swiss Federal Laboratories for Materials Science and Technology (EMPA) shall be obtained. The parties undertake that they will respectively accept the results arrived at by the appointed expert or the EMPA and the costs incurred in connection with the expert opinion shall be charged to that party that, according to the expert opinion, is at fault.

Should any third parties assert claims against MECAPLEX on the basis of the provisions defined in the product liability legislation because the delivery item is faulty according to these provisions, the Supplier shall indemnify MECAPLEX in respect of those claims. MECAPLEX undertakes that it will notify the Supplier as soon as it obtains knowledge of any such claims to enable the latter to defend itself against unfounded claims. MECAPLEX may decide to leave it to the Supplier to conduct the lawsuit once it has been established that the delivery items resulted in a liability on the basis of product liability.

8. Supplied parts

Any materials, parts, containers, special packaging, tools, measuring equipment or the like (supplied parts) provided by MECAPLEX shall be the property of MECAPLEX, even in cases where the Supplier manufactures tools for any MECAPLEX supplied parts. The Supplier shall not be entitled to any right of retention in respect of the supplied parts for whatever reason. Any supplied parts as well as duplications of these shall not be made accessible to third parties (including subcontractors) and shall not be used for any purposes other than those agreed unless MECAPLEX has given its consent in writing.

Upon completion of the delivery, the Supplier shall deliver the tools immediately and free of charge (FCA) if requested.

9. Place of performance, applicable law, place of jurisdiction, arbitration

The place of destination specified by MECAPLEX shall be the place of performance.

The contract relationship shall exclusively be subject to Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG; Vienna Convention).

Any disputes shall be settled by a competent court in Grenchen (domicile of MECAPLEX). However, MECAPLEX shall have the right to file a lawsuit against the Supplier at any other competent court.

MECAPLEX, Grenchen 16 September 2014