BUCHER hydraulics

General Terms and Conditions of Purchase

I. General

1. These General Terms and Conditions of Purchase ("Terms and Conditions" or "T&Cs") of Bucher Hydraulics AG, Frutigen, Neuheim and Romanshorn branches, referred to hereinafter as Bucher, are binding for all orders and purchase obligations of Bucher, unless agreed otherwise in writing in individual cases. Any of the supplier's conditions, whether in the quotation, in an order confirmation or elsewhere, are hereby expressly rejected.

2. Bucher shall retain exclusive ownership, copyright and right of use of all documents, such as plans, sketches, calculations, etc., that are handed over to the supplier. The supplier shall use such documents and all other information exclusively for the purpose of executing the order from Bucher. Without the prior written authorization of Bucher, the supplier is not permitted to develop or manufacture products for third parties on the basis of such documents and information, or copy, reproduce or in any other way bring such documents and information to the attention of third parties that have not been directly commissioned by them in connection with the execution of work related to the order from Bucher. This also applies to items that the supplier has developed in accordance with the specifications or with the cooperation of Bucher. The findings obtained through the collaboration between suppliers and Bucher must not be forwarded to third parties.

   Bucher shall retain ownership and copyright of the items provided. After fulfillment of the order, Bucher will decide whether these are to be stored carefully for a limited period of time or returned immediately.

   The inquiries, orders, provision of production equipment and other company information may only be used for commercial purposes with the written authorization of Bucher.

3. Specifications in test certificates or similar certifications or confirmations requested by Bucher are assurances of characteristics.

4. If transactions with a supplier are primarily processed using EDI, the applicable conditions must be agreed in writing in advance. In doing so, both the business partners and the transactions concerned must be specified.

5. Third parties within the meaning of these Terms and Conditions also refer to subsidiaries, affiliated companies and group companies.

6. The supplier is obliged to comply with the applicable national and international laws, regulations and standards that relate to the execution of the delivery or operation. In addition, the supplier is obliged to comply with the applicable conditions of RoHS, REACH, conflict minerals and all other internationally applicable guidelines. The supplier must provide Bucher with the prescribed documentation.

7. The supplier shall ensure that the delivery complies with the applicable country-specific legislation with regard to environmental protection and occupational safety. In the event of a violation of such conditions, Bucher shall be indemnified and held harmless from all claims by third parties, including authorities.

II. Quotations, orders and the conclusion of contracts

1. Quotations by the supplier shall be submitted free of charge and without obligation for Bucher. Only written, correctly signed orders that include the complete order number and any key words are considered binding for Bucher. Verbal orders require the orderer's written consent in order to become effective. The same applies to subsequent changes to orders as well as amendments to concluded contracts.

2. The specifications and processes prescribed by Bucher must be adhered to. Deviations, uncertainties or missing information require prior written clarification or approval by Bucher.

3. The contract is concluded when the supplier confirms the order in writing within 2 working days (or after consultation) following receipt and without modification. After this period has expired, Bucher shall no longer be bound to its order. If Bucher and the supplier are unable to reach an agreement with regard to non-essential contractual elements, such as individual clauses from the general terms and conditions, and Bucher accepts the delivery and service without reservation, the statutory provisions shall apply in the event of gaps in the agreement.

III. Price and payment

1. The agreed prices are fixed prices, unless a price escalation clause or price reservation has been agreed in writing.

   Unless agreed otherwise, the prices for deliveries with supplier FCA place of dispatch shall apply in accordance with the current Incoterms. The orderer may only return packaging free of charge if this has been expressly agreed in writing.

   The supplier sends the invoice in an electronically editable format according to Bucher's specifications.

2. The terms of payment require that the delivery takes place prior to receipt of the invoice. If the invoice is received earlier, the point in time of the transfer of risk for the delivery item is decisive for the start of the payment periods. If the goods are supplied before the agreed delivery date, only the agreed delivery date shall apply for the start of the payment period.

3. All payments shall take place first of all subject to the accuracy of the invoices and the contractuality of the services paid for, irrespective of the goods inspection. Our payments or partial payments are therefore not an acknowledgement of quantity, price or quality. In the event of complaints regarding the delivery, Bucher is entitled to hold back due payments.

4. Payments shall only be made to the suppliers.

IV. Deliveries, delivery time and services provided by the supplier

1. The agreed delivery dates (date at the company premises on ...) and delivery deadlines are binding. The supplier will be measured against these deadlines and assessed according to the criteria for adherence to delivery dates +/- 1 day >90% / + 1 week >96%. If the supplier establishes that it is unable to fulfil the agreed deadlines or dates, it must immediately inform Bucher in writing stating the reasons why and with an estimated duration of the delay, without being released from deadlines and dates.

2. If the supplier exceeds the agreed delivery deadlines and dates, after sending a reminder Bucher can withdraw from the contract or claim damages for non-fulfillment or request a subsequent delivery and compensation for delayed delivery, or arrange for the delivery to be fulfilled by a third party at the cost of the supplier offset against the contract price. The unconditional acceptance of goods delivered late does not mean that Bucher shall waive claims for damages.

   In the event of a delayed delivery, Bucher can request special transport or express transport with a shipping company of its choice. Additional costs (e.g. express shipping costs) that arise due to the delayed delivery shall be borne in full by the supplier. If a production line at Bucher comes to a halt due to the delayed delivery, Bucher is authorized to charge the supplier for the subsequent costs that are incurred.

3. The quantities stated in our orders must be complied with. Bucher reserves the right, unless otherwise agreed in writing, to return surplus parts to the supplier against full compensation for our expenses, and to insist on delivery of the full quantity ordered in the event of short deliveries.

4. For the first 2 months of the delivery schedule or framework agreement, there is a firm commitment to accept delivery of the quantities shown. The demand quantities shown for months 3 to 6 entitle the supplier to arrange procurement of the necessary materials. The demand quantities for months 6 to 12 are a non-binding forecast. Precise delivery planning for the first 6 weeks is made in accordance with the call-off orders.

5. None of the parties shall be liable for delayed fulfillment or non-fulfillment of their contractual obligations if the delay or non-fulfillment is the result of a force majeure event. For the purpose of clarification, force majeure refers to an event that could not be foreseen by the party concerned at the time of execution of the contract in question, cannot be prevented and is outside the reasonable influence of the party concerned, and for which the party concerned is not responsible, provided that this event prevents the party concerned from fulfilling its obligations under the respective contract despite all efforts, and the party concerned informs the other party concerned within five (5) days of the occurrence of the force majeure event concerned.

6. In the event of a force majeure event that lasts longer than sixty (60) calendar days, each of the parties is authorized to immediately terminate the contract concerned by providing the other party with written notification

without liability to the other party. The parties will make reasonable efforts in each case to minimize the impacts of a force majeure event. In this case, at Bucher's request, the supplier is obliged to provide Bucher with the know-how in order to be able to procure the products elsewhere.

V. Packaging, shipping and acceptance

1. The supplier checks the quantity and quality prior to shipping.
2. The packaging must be adapted to the goods and the designated mode of transport. In doing so, preference must be given to environmentally-friendly materials and the current laws/regulations must be taken into consideration. Losses and damage to goods as a result of inadequate packaging shall be borne by the supplier. Bucher can issue packaging instructions that must be complied with by the supplier.
3. Bucher can prescribe the transport route, means of transport and place of receipt. If there are no such instructions, the goods are to be sent to the address indicated by Bucher in the order and the most cost-effective mode of transport must be selected.
4. The delivery shall take place during the business hours of Bucher, unless requested otherwise by Bucher. The business hours are limited before weekends and public holidays.
5. The transfer of value and risk takes place after acceptance of the delivery at the place of fulfillment. At this point in time, Bucher is the owner of the delivered goods. If the agreed supporting documentation is not available, Bucher is entitled to store the delivery at the supplier's expense and risk until the documentation arrives.
6. A delivery note must be included with each delivery/partial delivery. The complete order number, goods designation, quantity, order date and item number of Bucher must be specified on the delivery note, dispatch notes, bills of lading, shipping notices, and all correspondence. The same also applies to partial deliveries. For cross-border traffic, the supplier is responsible for customs clearance and all associated processes. The supplier is obliged to prepare all paperwork to ensure seamless customs clearance. Customs duties that arise due to incorrect or incomplete paperwork shall be charged to the supplier or deducted directly from the invoice.
7. The acceptance of products, services and/or work results by Bucher shall not be deemed complete until it has had sufficient time after delivery in order to perform an inspection or test, or in the event that a defect in the products, services and/or work results was not reasonably recognizable during the inspection. Any obligation on the part of Bucher to inspect products, services and/or work results shall be restricted to the quantity and type, as well as defects or transport damage that are externally visible.
8. The unconditional acceptance of the delivered or handed over goods does not mean that Bucher shall waive claims under the warranty and/or claims for damages. Bucher is under no obligation to accept unordered multiple deliveries or services, defective or incorrectly delivered goods or partial deliveries or partial services that have not been agreed upon. The supplier shall assume all additional costs incurred by Bucher in relation to the acceptance of partial deliveries.

VI. Inspection

1. The supplier will give Bucher and/or its authorized representative the opportunity, during the supplier's business hours, to inspect the products and/or work results and the supplier's production units after reasonable notice and/or to request inspection samples of the products and/or work results concerned or of parts or materials thereof, and/or to check the delivery of services and/or to test the products and/or work results or parts thereof.
2. If the results of such inspections or tests give reason for Bucher to be of the opinion that the products, services and/or work results do not or likely do not correspond with the contract or any agreed specification, including all specifications regarding materials, workmanship and the like, documentation and quality requirements, or have not been designed in accordance with generally recognized industry-standard practices, procedures and standards, Bucher shall inform the supplier and the supplier shall immediately take the necessary steps to ensure compliance with the contract. In addition, the supplier will perform the additional necessary inspections or tests at its own cost, whereby Bucher is authorized to be present and participate. The results must be stored at the supplier's premises during the product's service life.
3. Notwithstanding any inspections or tests performed by Bucher, the supplier shall remain fully responsible for the compliance of the products, services and/or work results with the contract. This applies, regardless of whether Bucher has exercised its right to inspections and/or tests and does not limit the supplier's obligations under the contract. Inspections or tests of products, services and/or work results by Bucher do not release the supplier from warranty liability, nor do they limit it.
4. The supplier is measured against continuous improvement. It shall aim for the zero error principle.

VII. Liability for defects

1. The requirements of Bucher's immediate obligation to inspect and give notice of defects in the event of material defects, incorrect deliveries and quantity deviations are excluded, even in the case of insignificant deviations. The supplier shall waive the objection of late notification of defects.
2. Alongside liability for defects, the supplier is also liable for ensuring that the delivery or use of the goods does not infringe the rights of third parties, in particular industrial property rights, and that the assurance given in the accepted order confirmation is complied with. Warranty claims from Bucher expire 24 months after commissioning, however they end no later than 36 months following the transfer of risk.
3. If the goods are faulty at the stage of transfer of risk, are lacking assured characteristics, if goods other than those agreed upon or a quantity of goods other than that agreed upon are delivered, Bucher is entitled to the statutory claims at its own discretion. Bucher can also demand that the supplier immediately rectifies the defect or delivers goods that are free of defects or meet the terms of the contract with regard to type, characteristics and quantity. The supplier shall bear the costs to rectify the defect or provide a replacement and include all ancillary costs such as transport and assembly costs, as well as indirect follow-up costs.
4. In the event of hidden defects, in addition to statutory claims, Bucher is authorized to demand the immediate rectification of the defect or replacement goods that are free of defects (with regard to type, characteristics and quantity). In addition, Bucher can also demand compensation for unnecessarily expended materials and wages. If third parties assert claims for compensation against Bucher due to defective or incorrect goods or goods that deviate in terms of quantity, Bucher is authorized to demand compensation from the supplier for the resulting damage (including follow-on costs). This obligation to pay compensation on the part of the supplier does not apply if the supplier can demonstrate that it is not responsible for the defects or deviations.
5. If the supplier does not comply with its obligations to provide compensation or improvement following a reminder with a deadline, and also in cases of great urgency, Bucher can procure a replacement, rectify the defect itself, or arrange for a third party to rectify the defect, at the cost of the supplier. Bucher can also demand compensation for damages that it has incurred due to the failure to repair or unsuccessful repair or failure to provide a new or replacement delivery.
6. The supplier is obliged to take out appropriate liability insurance and statutory accident insurance / employer liability insurance and to provide evidence of such insurance upon request. This clause shall not be interpreted as exempting the supplier from any of its contractual or other legal liabilities. The insured sum cannot be seen or interpreted as a limitation of liability. Bucher reserves the right to offset customer receivables against outstanding invoices. (For example, debit notes / credit notes)

VIII. Miscellaneous provisions

1. The place of fulfillment for all contractual obligations is the head office of the respective Bucher branch. This applies to all current and future claims arising from business relationships. All legal relationships between the supplier and Bucher are subject to Swiss law, with the exclusion of all conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods from April 11, 1980 (CISG).

   The exclusive place of jurisdiction for all disputes arising in connection with these General Terms and Conditions, orders from Bucher and services and obligations of the supplier is the head office of the respective Bucher branch.
2. In order for transfers of rights and obligations from the contract to become effective, prior written approval from Bucher is required.
3. The supplier is obliged to provide written notification of any management personnel changes and changes to the direct contacts.
4. Compliance with laws and respect of human rights

The parties are obliged to comply with all applicable laws, rules, regulations and product requirements that affect the performance of the parties in accordance with these General Terms and Conditions and that have the force of law, including but not limited to those of their respective place of incorporation or head office and place of business operations (collectively referred to as "applicable law").

Notwithstanding the foregoing and other provisions of these General Terms and Conditions, the parties confirm that they have appropriate procedures in place to comply with the applicable law with regard to antitrust law, anti-corruption, anti-money laundering, sanctions, export control obligations, data protection, prohibition of child and forced labor, labor laws, occupational health and safety, as well as environmental protection during the term of the contractual relationship between the parties.

The supplier shall uphold internationally recognized human rights and adhere to the prohibition of forced and child labor, therefore respecting the principle of freely chosen employment and only employing people who have reached the required minimum age to perform the respective work in accordance with the applicable laws in each case. Furthermore, the supplier shall pay its employees remuneration and social benefits that at least comply with the applicable statutory provisions or agreements and shall comply with the respective applicable provisions on working hours and vacation. In addition, the supplier shall uphold freedom of association and adhere to the prohibition of discrimination due to gender, skin color, nationality, disability, political opinion, ethnic or social origin, religion, age, sexual orientation or other reasons. The supplier shall provide a safe and healthy working environment and, in this context, take appropriate measures to ensure health and safety in the workplace. The supplier shall comply with the above obligations in its area of business, in particular in connection with its provision of services for Bucher.

The supplier is obliged to comply with Bucher's Supplier Code of Conduct (LINK Compliance). The supplier shall ensure that all provisions of this article are complied with continuously and in full through the introduction, implementation, monitoring and active enforcement of all strategies, procedures and measures, including but not limited to maintaining accurate books and records.

5. The supplier shall undertake to comply with all data protection regulations in their currently valid version and will observe them. The contractor must ensure that the employees are aware of their obligations under data protection law and that they only process personal data on instruction from the data controller. Evidence of compliance with this obligation must be submitted to Bucher upon request.

   Bucher processes information relating to the supplier's directors, officers, employees, or other individuals engaged by the supplier in accordance with the applicable law and the principles set out in the Privacy Policy on Bucher's website.

6. The supplier is obliged to inform Bucher if the goods supplied (including software and technology) are included on export control goods lists (e.g. Common Military List, Annex I of the EU Dual Use Regulation No 2021/821, US Commerce Control List) in accordance with Swiss, EU or US export control law as well as the national export control law of the country of origin of the goods. If the supplied goods represent "US goods" within the meaning of the US export control law (= items subject to the EAR oder subject to the ITAR), the supplier must inform Bucher thereof. If the supplied goods contain US parts, the supplier is also obliged to inform Bucher if the US parts exceed 10% and 25%. To fulfill the specified obligations to provide information, the supplier must inform Bucher of the relevant export list number (e.g. item of Annex I of the EU Dual Use Regulation No 2021/821, Export Control Classification Number [ECCN], U.S. Munitions List [USML] etc.). Where US parts exceed 25%, the contractual parties shall agree upon a suitable solution.

   Furthermore, the supplier is obliged to immediately inform Bucher of all changes in relation to the classification of the export control-relevant data of supplied goods.

7. If one or more provisions of these General Terms and Conditions is or becomes ineffective, the effectiveness of the remaining provisions shall remain unaffected. Provisions of the General Terms and Conditions for which either it is expressly stated that these continue to exist after their termination or that they are considered to be of a nature or context that would outlast such termination, shall remain in full force and effect notwithstanding termination of the contract.