

Terms and Conditions of Purchase

1. Conclusion of contract

Only orders placed or confirmed in writing shall be binding. A duly signed and stamped copy of our order is valid as order confirmation. Modifications in the order confirmation of the supplier require an additional written acknowledgement from WIKAI. Acceptance of delivery or making of payments does not imply the recognition of the supplier's general terms and conditions. With the delivery of the ordered goods or services, the supplier recognizes the validity of our conditions of purchase, even if the supplier has previously explicitly excluded them or if he has referred to other conditions in his order confirmation.

2. Price

The prices shall be fixed prices that include all ancillary costs of whatever kind.

3. Transfer of ownership

Ownership of the ordered goods shall pass to WIKAI with their delivery to WIKAI or to the third party designated by us. Until transfer of ownership, the supplier shall be responsible for all loss and/or damage to the goods.

4. Delivery date

The dates stated are understood to be the dates of arrival of the goods at their destination. Deliveries prior to the agreed date may only be performed with our consent. We are entitled either to reject acceptance of prematurely delivered goods or to store them at the supplier's expense. In case of delay in delivery, the supplier shall be liable according to the law. In addition to the claim for damages, WIKAI is entitled to charge a contractual penalty of 0.5% of the full invoice value per commenced week, at the most 5% of the order.

5. Packaging and shipping

The mode of transport specified in the order must be observed. The supplier is obliged to insure the goods against damage until the delivery at the specified destination. Invoiced returnable packaging shall not be paid for but returned, carriage paid.

The supplier shall be liable for any transport damages due to inadequate or unsuitable packaging, even if we assume shipment of the goods to their destination.

6. Payment

The payment shall be made after receipt of the invoiced goods at their destination either within 30 days with a 2% discount or within 60 days net.

7. Warranty

The supplier grants the warranty of title and quality. The supplier shall be liable for the faultless condition and fitness of the products delivered, both for ordinary applications and for that specified by WIKAI, and for warranted characteristics of the goods. The warranty period is of 24 (twenty-four) months after the delivery of the goods by the supplier. We are not obliged to examine the goods with respect to defects upon receipt, not even by random tests. WIKAI is entitled to notify the supplier of defects at any time during the entire warranty period, before and/or after processing and/or resale of the goods. However, defects must be reported to the supplier immediately after having been noticed. In the event of a warranty case, we will be entitled to request cancellation, price reduction or rectification by the supplier himself or a third party or supply of other goods corresponding to the order, with or without request for compensation in each case. We are entitled to make use of this legal remedy either uniformly for the entire order or individually for each specified part of the order. In case of repair or replacement, the warranty period of 2 years begins anew. In addition, the supplier shall pay compensation for the damage caused by the defect. The period of limitation for all above-mentioned claims is two years, starting with the discovery of the relevant defect of the delivered goods.

8. Recourse for warranty claims of third parties

We are entitled to pass on to the supplier all costs and expenses resulting from claims made by third parties, because of defective finished products caused by faults in the supplier's product.

9. Product liability

Throughout the duration of business relations, the supplier shall maintain a product and public liability insurance, which appropriately covers possible risks of liability as well as costs of indemnity, and which meets the following conditions:

- worldwide cover
- installation and removal costs included.

Supplier shall provide evidence of adequate insurance upon request.

10. Intellectual property rights

The supplier shall indemnify and hold us harmless from any claims made by third parties as a result of an infringement of patents, copy rights, trademarks or other intellectual property rights. The supplier undertakes to intervene at our request in any legal proceeding brought against us, or to conduct the legal proceeding in our name and at his own expense and/or to bear the cost and damages arising from the legal proceeding.

11. Copyright and documentary material

WIKAI retains the property in drawings, calculations, models, tools, molds, samples and other objects placed at the supplier's disposal. They may not be disclosed to third parties in any form without our written consent. Tools, gauges, apparatus, models, etc., which we have paid for remain our property and must be properly stored and insured against all damage. They may not be modified, destroyed or used for third parties without our written consent.

12. Place of performance and jurisdiction

Swiss law shall be exclusively applicable to the present Terms and Conditions of Purchase. Our registered office is the place of performance. The place of jurisdiction shall be the court competent at the registered office of WIKAI Schweiz AG.

The Terms and Conditions of Purchase is drafted in German and in English. The English version is for information purposes only. Therefore, in the event of any discrepancies between the German and English version, only the German version shall apply.

Hitzkirch, 01.01.2018