

GENERAL CONDITIONS OF PURCHASE

1. Scope

- 1.1 Our general conditions of purchase apply to all purchase contracts for products and services concluded with suppliers and contractors whether specific reference is made to them or not.
- 1.2 Conflicting or additional conditions especially general conditions of sale of our suppliers are only valid when they have been agreed between the parties in writing.

2. Tenders

- 2.1 The supplier is requested to submit a tender at no charge to us in response to our supply enquiry. In preparing his tender the supplier shall adhere closely to the specification of our enquiry and draw attention to any exceptions there may be. Where the supplier does not state a period of validity for his tender it shall assumed to be binding for 90 (ninety) days.

3. Order

- 3.1 The order is considered to have been concluded when we have unequivocally placed it in writing or by telephone. Every order place by us is only valid in conjunction with the IMEDCO order number. All changes made to an order already placed must be in writing.
- 3.2 Should a confirmation of order be a precondition of the conclusion of the contract, such confirmation of order is only binding on us, providing it does not contain any deviations from our order.

4. Prices

- 4.1 Providing nothing else has been agreed to the contrary, the prices stated are understood to be fixed prices.

5. Date of delivery, delivery delay

- 5.1 The date of delivery, respectively the delivery delay refer to the arrival of the goods at the specified point of delivery. Unless immediately corrected by the supplier, the specified date of delivery (also for partial deliveries) is binding.
- 5.2 We reserve the right in the event of non-adherence to the specified date of delivery, respectively delivery delay, (also where partial deliveries have been agreed) to withdraw from the purchase contract immediately and to claim damages for non-fulfilment of contract.
- 5.3 Additional freight charges for express delivery etc., due to late delivery ex works shall be at the supplier's charge.
- 5.4 In the event of advanced delivery, we reserve the right to return the shipment at the supplier's charge or to remit the invoiced amount on the due date as stated in the purchase contract.

6. Freight, packing, shipping instructions, transfer of responsibility for the goods

- 6.1 Unless otherwise agreed in writing, costs, insurance and freight are at the charge of the supplier.
- 6.2 Unless otherwise agreed, the point of passage of risk is the point of delivery.
- 6.3 The packing shall be suitable for the method of transport. Costs arising from loss or damage of goods due to poor packing shall be at the charge of the supplier.
- 6.4 Each shipment shall be accompanied by a delivery note bearing our order number, the article number and net and gross weights or precise quantity. Partial and final shipments shall be clearly marked as such.
- 6.5 Our order number is to be stated in all correspondence, delivery notes, accompanying documents and invoices.

7. Supply quality

- 7.1 The supplier is responsible that in all respects the supply is executed in complete conformity with the supply contract, that the raw materials used are of good quality and that the goods are in perfect condition and suitable for the intended purpose. We reserve the right to return deliveries that give rise to complaint and to demand that they be replaced by goods in perfect condition.

- 7.2 All products must conform in all respects to the applicable laws, (EU) guidelines, standards and safety regulations and where required be correspondingly marked and labelled. Where the applicable laws, guidelines, standards or safety regulations stipulate a certification, declaration of conformity etc., such documents shall be provided to IMEDCO AG automatically without waiting for a specific request. Should the products not comply with the requirements of the applicable laws, guidelines, standards or safety regulations, the supplier shall immediately inform IMEDCO AG (i.e. before shipping the products).

The supplier shall immediately inform IMEDCO AG of any technical changes or modifications and provide new declarations of conformity for such changed or modified products.

8. Supply quantities

- 8.1 The supplier shall deliver the quantities specified in the supply order.
- 8.2 Established trade procedures shall be observed. We reserve the right to return products in excess of the specified quantity against a charge to cover our costs and in the case of a shortfall to insist on the supply of the quantity specified.

9. Terms of payment

- 9.1 Unless otherwise agreed, the invoiced amount shall be remitted within 30 (thirty) days of receipt of the invoice, however at the earliest upon delivery or a successful acceptance test. We reserve the right to deduct the amount of any claims we may have from the invoiced amount.

10. Intellectual property, ownership, confidentiality

- 10.1 Unless otherwise agreed in writing in the case of a design or development contract, we shall have the unrestricted rights to the intellectual property and the use of all the respective design and development results. Without our written consent, it is not permitted to make contractual designs or developments accessible to third parties.
- 10.2 Our drawings, delivery, testing and manufacturing specifications and other documents, samples, models and tools form an integral part of our order and by accepting the order the supplier recognises them as being binding.
- 10.3 The documents, samples etc., remain our property and may be neither copied, duplicated nor drawn to the attention of third parties without our written consent. They shall be returned to us in good condition upon request or upon delivery of the contractual goods, or if agreed, stored in a suitable place.
- 10.4 The supplier shall treat the order and associated supply of services or goods as trade secrets and therefore with confidentiality.
- 10.5 We undertake to treat confidential documents provided by the supplier or his subcontractor accordingly. They remain the intellectual property of the supplier or his subcontractor.
- 10.6 The supplier shall exploit the knowledge and experience he gains in executing our order exclusively for the execution of further orders from IMEDCO AG. The supplier undertakes not to exploit the contacts and information gained through his dealings with us to our disadvantage. The supplier undertakes to keep strictly confidential vis-à-vis third parties all knowledge he shall gain in the execution of our order with respect to our business operation and the results of his own work for us in the broadest sense, especially with regard to technical data, regulations, samples, drawings and designs.

11. Applicable law and place of jurisdiction

- 11.1 The purchase contract is subject exclusively to Swiss law.
- 11.2 **The place of jurisdiction for all disputes arising from the purchase contract or connected with it is Olten, Switzerland.**

Haegendorf, Switzerland July 2013