



GENERAL TERMS AND CONDITIONS OF PURCHASE

- General**
1. Only written orders on our order form are valid. Verbal order modifications and special arrangements are only valid if we have accepted them.
 2. In case of differences between our terms of purchase and the supplier's terms of sale, only our terms of purchase shall apply, unless otherwise agreed in writing.
 3. Deviations from an order are only valid if we have accepted them in advance.
 4. Every order must be confirmed to us in writing upon receipt. Any order not refused in writing within five days from receipt is legally valid under the terms stated in the order.
 5. Assignment of an order to a subcontractor, even with joint liability and warranty, is not permitted without our prior written approval.
 6. Additional costs due to failure to observe our instructions or due to delivery errors are the responsibility of the supplier.
- Prices**
7. Unless otherwise agreed in writing, the prices stated in the order are final.
 8. In the case of partial deliveries, the prices stated apply to the entire order.
 9. Orders with indicative prices or without a price are placed subject to acceptance of the final price.
- Deliveries and Deadlines**
10. Partial or early deliveries may only be made with our prior approval.
 11. Each delivery must be accompanied by a delivery note specifying packages, number of pieces, weight, order numbers, item description as per the order, etc. If these notices do not reach us on time or are not compliant, the goods will be stored at the supplier's risk and expense until a compliant notice is received. No inspection will be carried out before the compliant notice is received, and invoice payment will be postponed accordingly.
 12. If the delivered quantities exceed the quantities specified in our order by more than 5%, we reserve the right to refuse the surplus. To simplify inspection, shipments completing an order should always be marked as such on both the delivery note and the invoice.
 13. Any shipment sent cash on delivery will be refused.
 14. The agreed delivery deadlines must be strictly observed. If a deadline is not met, we reserve the right to cancel all or part of the order and to claim damages for non-performance. If the order remains due despite non-compliance with the delivery deadline, the agreed late penalty may be claimed without the need to prove actual damage.
- Invoices and Payments**
15. The invoice must always be sent to us immediately after delivery. Any delay prolongs the payment deadline accordingly. The invoice must, like the delivery note, show the order number and item description as per the order.
 16. Unless otherwise agreed in writing, payments will be made under the conditions stipulated in the order.
- Packaging**
17. The supplier is responsible for damage incurred during transport due to inadequate or insufficient packaging.
- Complaints**
18. Received goods will be inspected as soon as possible. However, we are not bound to any deadline for submitting complaints.
 19. Payment of invoices and acknowledgment of receipt of goods do not constitute a waiver of potential complaints.
 20. In the event of rejected goods, we reserve the right to refuse acceptance, and any return of goods will automatically be charged to the supplier..
- Trade Secrets**
21. Drawings, prototypes, models, samples, etc. provided for the execution of the order must be returned to us immediately after the execution of the order. They must not be disclosed to third parties without our written authorization. The same applies to parts manufactured according to those documents.
- Information**
22. Any information relating to our company must be considered confidential and may not be disclosed to third parties, even if our name is not mentioned.
- Jurisdiction**
23. For all disputes, the place of jurisdiction is Lausanne; Swiss law applies.



TESA
TECHNOLOGY

**Regulatory
Compliance**

24. Unless explicitly stated otherwise by the supplier, TESA PMI considers that the products delivered fully comply with the following Directives and Regulations:

- REACH (Regulation (EC) 1907/2006 + June 2024 amendment, with the list of prohibited substances at <https://echa.europa.eu/fr/candidate-list-table>)
- RoHS2 (Directive 2011/65/EU) + RoHS3 (Directive 2015/863/EU)
- WEEE (Directive 2012/19/EU)
- POPs
- Conflict Minerals
- EU sanctions on Russian and Belarusian steel
- Directive 2023/1542/EU on batteries (CE)
- US regulations: DFARS, USMCA and Prop 65
- PPWR (Regulation (EU) 2025/40) on packaging
- Dual Use (European Directive 2025/2003/EU) and EAR/ITAR (US regulations) on export restrictions for sensitive technologies
- EUDR (Regulation (EU) 2023/1115) on the use of wood and rubber

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