

General Terms and Conditions of Purchase of UPC Schweiz GmbH



1. Scope of the Terms and Conditions of Purchase

These Terms and Conditions of Purchase regulate the legal relations between UPC Schweiz GmbH ("UPC") and the supplier ("supplier") arising from the present order for the supplier's goods and/or services ("products"). They form an integral part of every contract concluded with the supplier. Any terms and conditions of sale or delivery imposed by the supplier shall only be valid if expressly accepted in writing by UPC. This particularly applies to any conflicting conditions contained in the supplier's quotations and assignment confirmations, even if they are not expressly objected to by UPC.

2. Orders and contract conclusion

Only orders placed in writing shall be valid. Orders, agreements, additions and amendments made orally or by telephone require written confirmation from UPC in order to be binding. The contract is deemed concluded as soon as UPC receives the supplier's written confirmation that the order is accepted without amendment. If UPC does not receive confirmation within ten days of the date of placing the order, UPC shall no longer be bound to its order. Any deviations and additions included by the supplier in the written confirmation shall only apply if UPC has expressly agreed to the changes in writing. In this case, the contract shall be deemed concluded upon the supplier's receipt of written notice of consent by UPC that it accepts the deviations and additions without amendment.

The subcontracting of orders to third parties is not permitted without the consent of UPC.

3. Shipping rules/Transfer of risk

The Incoterm standard DDP is in force at UPC. Any instructions issued by UPC regarding shipping and insurance must be observed in shipping arrangements. The shipping address stated on the order is equivalent to the place of delivery and must be adhered to. The supplier shall be responsible for unloading the product from the vehicle (train, car, truck etc.) at the place of delivery. The supplier must ensure that the transporting vehicle is suitable for the conditions (height of delivery ramp, access roads etc.) at UPC. Following delivery and installation of the product, the supplier must remove any packaging materials and properly dispose of them.

A detailed delivery note must be enclosed with every delivery. Where it is not possible to enclose the delivery note with the product it must be sent to UPC by mail. Confirmation of receipt will only be issued in return for a detailed delivery note.

Risk and benefit shall only be transferred to UPC at the point of handover of the product at the place of delivery.

4. Date of delivery/Delayed deliveries

A delivery date set by UPC which has not been promptly corrected by the supplier shall be binding.

The delivery date is deemed to be met if the delivery or performance of the product has been properly completed by the specified date. The supplier shall notify UPC immediately if it becomes apparent that the delivery date cannot be kept.

Where the delivery date is exceeded, UPC is entitled to insist on performance or waive subsequent performance without setting a period of grace. Where agreed dates are exceeded, any agreed contractual penalties may be claimed without the requirement to prove damages. UPC reserves the right to assert further claims for damages.

5. Invoicing/Payment terms

A separate invoice in duplicate shall be provided for each delivery. Every delivery must be invoiced immediately upon dispatch. Unless agreed otherwise in writing, payments shall be made by UPC 90 days after receipt of the invoice (provided that the products have been received). Cash on delivery shipments are not accepted. UPC must be informed in good time by registered mail of any changes in paying agents.

6. Prices

Fixed prices are agreed. Price changes by the supplier shall only be valid if accepted in writing by UPC. Unless agreed otherwise in writing, the supplier shall bear the costs of packaging, shipping and transport insurance (for normal risks). All other ancillary costs such as taxes, VAT and other charges and fees are included in the price and must be listed separately on invoices. Any additional costs and expenses (in particular shipping and packaging costs) incurred due to a failure to observe the directions of UPC shall be borne by the supplier.

7. Safety standards/Quality provisions

The supplier guarantees that its products correspond to the state of the art and meet all applicable protection and/or safety standards prescribed by law or customary in the trade. The supplier shall allow for an economical and environmentally friendly disposal of its products at the product development stage and shall ensure that its products comply with all environmental protection regulations applicable at the time of delivery and that they can be disposed of in an economical and environmentally friendly manner.

8. Work output

All copyrights and industrial property rights to written and/or graphic work output commissioned and to be paid for by UPC devolve upon UPC on payment. This also applies to work output saved electronically, e.g. drawings, calculations, models etc.

Any documents and information provided to the supplier by UPC must be treated confidentially and may only be used in connection with the present order. In particular, the supplier shall be responsible for ensuring that any such documents are neither copied nor disclosed to third parties.

After use and/or implementation of the present order the documents must be returned to UPC without being requested to do so.

9. Advertising

The use of this order, and/or the products produced for UPC in the context of this order, for the purposes of advertising involving mention of UPC is only permitted with the written consent of UPC.

10. Warranty

The supplier shall be liable for the sound quality of its products, their suitability for their intended purpose and for any guaranteed properties. The supplier warrants with respect to the supplied products and/or their parts that no copyrights or industrial property rights of third parties, such as patents, samples or similar, are violated.

Taking account of the fact that it is not possible for UPC to check immediately that products are free from defects and/or are suitable, any notification of defects by UPC submitted within the warranty period shall be deemed a validly raised claim. This provision shall be subject to Section 11 below. A payment made by UPC does not constitute approval of the products.

Subject to written agreements to the contrary, the warranty period shall be two years from handover of the products. In warranty cases, UPC shall be entitled to claim rectification of defects or supplementary delivery free of charge. If guaranteed properties are found to be lacking or where there are defects which negate or impair the intended use, UPC shall

additionally be entitled to refuse acceptance and/or to return the defective products and reclaim any payments already made.

11. Compensation/Damages

In warranty cases due to a defect or if the supplier has otherwise failed to perform the contract satisfactorily or at all, the supplier shall be liable to compensate UPC for any damage incurred thereby, unless the supplier can prove that it cannot be held responsible. Should UPC become liable in damages to a third party due to a product supplied by the supplier (e.g. as a result of tortious acts or product liability), the supplier shall compensate UPC for all damage incurred thereby, irrespective of any fault on the part of the supplier. UPC undertakes to inform the supplier immediately of any claims by a third party and to give the supplier the opportunity to assist UPC in the repudiation of such a claim. Notification of a third-party claim is deemed notification of a defect and is deemed valid if submitted immediately after knowledge of the third-party claim is gained and within ten years of supply of the products to UPC. UPC's claim for damages against the supplier shall lapse after one year from compensating the third party for damages and/or after ten years from delivery of the product to UPC.

12. Place of jurisdiction and applicable law

The place of jurisdiction is Zurich. UPC reserves the right, at its discretion, to commence legal proceedings against the supplier at the supplier's registered place of business. This order and the resulting contract are subject to Swiss law.

Zurich, 6.12.2018