

## General Conditions of Purchase

### 1. Scope of application

These General Conditions of Purchase apply to all orders by Bucher Leichtbau AG (hereinafter referred to as "BL") to the extent that they have become a component part of the contract with the Supplier. This is the case when these General Conditions of Purchase are expressly designated as being a component part of the contract and also where BL refers to these General Conditions of Purchase, whether as enclosure to or printing on requests for quotations or orders, or whether by notice of the link on the website of BL where the text of these General Conditions of Purchase can be viewed ([www.bucher-group.com](http://www.bucher-group.com)). An objection to these General Conditions of Purchase by the Supplier must be made expressly and in writing by return of post. Printed terms of business or standard references on printed forms, stamps, etc. shall not be deemed to be objections. Silence on the part of BL in respect of the terms of business of the Supplier or letters of confirmation to the contrary etc. shall not be interpreted as agreement or approval.

### 2. Supplier's Quotation

The Supplier shall be requested as specialist on enquiry to him, to submit a quotation without charge. He shall in the quotation act upon the descriptions and intentions of BL and make express reference to the fact in the event of discrepancies. He acknowledges having a duty to give a warning in respect of all circumstances which could be of interest to BL regarding the quotation or the services offered. The quotation shall be binding for 60 days (postal stamp) if the Supplier shall not fix a period in his quotation. The costs of the quotation, such as expenditure for documentation, travelling, demonstrations etc., shall be borne by the Supplier, including if BL shall reject the quotation for any reason whatsoever. The Supplier may in no event claim reimbursement for expenditure or loss of profits if a contract shall not be concluded.

### 3. Quality

The subject matter of a quotation or an order shall always be goods of best quality. The Supplier shall be under a duty to make inquiries itself in respect of technical and safety regulations at the place of final destination (at the location of the registered office of BL in the event of doubt), and to equip the goods appropriately (for example, with safety devices). Such equipment shall always be included in the price. The Supplier undertakes to deliver in accordance with the requirements of EASA Part 21 and EASA Part 145 and to operate a quality

management system pursuant to ISO 9001 or EN 9100. The Supplier shall prepare a first sample test report for new parts or new revision (in accordance with EN 9102) at his own expense and make it available to BL on first manufacture of a component, except if BL shall have expressly dispensed with this in the order.

The Supplier may only depart from the agreed specifications on the written approval of BL. Costs incurred shall be borne by the Supplier if the subject matter of delivery shall require fresh official approval / certification following amendment of the specifications.

### 4. Spare parts

The Supplier guarantees delivery of spare parts at the prevailing price and on the terms of the present General Conditions of Purchase for 10 years from the date of the last order placed by BL for the corresponding product. Discontinuation of manufacture of parts by the Supplier or his sub-suppliers shall be notified to BL in good time so that it may still place a final order of sufficient quantity. On breach of this obligation, BL may have such replacement parts manufactured for its own requirements irrespective of any patents or other rights and without payment of compensation, and may use samples and drawings of the Supplier for this purpose. The Supplier shall on demand deliver to BL the corresponding documentation at least as concerns the parts which he himself manufactures. Enforcement of claims to damages by BL remains reserved.

### 5. Prices

Prices apply as fixed prices in the agreed currency (Swiss francs in the event of doubt) unless otherwise expressly acknowledged by BL, subject to most-favoured customer treatment. They are FCA shipper's address (or another agreed place of destination) in accordance with INCOTERMS 2010.

### 6. Terms of payment

Payment of the purchase price shall be made within 30 days after receipt of the invoice and acceptance of the consignment free of defects, with 2% discount, or net within 60 days, if not otherwise expressly agreed.

### 7. Delivery, passing of risk, delay

The Supplier shall send a confirmation of order without request immediately after every order by BL, which shall contain at least the following: size of order, quantity, price, delivery date, specifications,

Prepared Content	Date	Checked Content	Date	Released Content	Date
U. Zulliger	1 <sup>st</sup> Feb. 12	A. Lapice / R. Mastel	1 <sup>st</sup> Feb. 12	R. Hengartner	1 <sup>st</sup> Feb. 12

customs tariff number and country of origin. Deliveries shall be FCA shipper's address or another place of destination to be agreed (INCOTERMS 2010). BL may prescribe a haulage contractor for the Supplier. The Supplier shall enclose a certificate with every consignment (for example, pursuant to EN 10204 3.1) unless BL shall have expressly dispensed with this in the order. Delivery is made in due time when the goods are delivered on the agreed delivery date to BL in Fällanden (or to another specified place of destination). The Supplier shall automatically be in default without the requirement of a reminder letter, on exceeding the agreed delivery date. The consequences of delay shall follow Art. 102 et seq. of the *Swiss Code of Obligations (CO)* and the presumption contained in Art. 190 (1) CO shall not apply. Passing of risk to BL shall occur according to INCOTERMS 2010. BL may set the Supplier a period in order to rectify matters and thereafter cancel the contract and dispense with the delivery and instead claim compensation, if it shall already become evident prior to the due date for delivery that the Supplier shall exceed the delivery date. This possibility for cancellation shall also exist if it appears in the course of manufacture that the subject matter of delivery shall not be suitable for its purpose. Partial and premature delivery shall only be permissible after express agreement. BL may refuse acceptance of partial deliveries, delivery of an incorrect number of items, absence of the certificate, or on a premature delivery. BL may hold the goods in store for collection, at the expense and risk of the Supplier, in the event of refusal of acceptance. The same shall also apply in the event of refusal of acceptance on delivery of defective goods.

### 8. Warranty

The Supplier undertakes and warrants as specialist that the subject matter of delivery has no defects which adversely affect its value or suitability for use, that it has the agreed characteristics, conforms with the agreed specifications and more particularly any drawings which have been forwarded to the Supplier, and that materials, workmanship and construction are faultless. If the Supplier as specialist could have realised that the characteristics demanded by BL or the specifications supplied were inappropriate or unsuitable for proper use of the goods, he may only allege a mistake on the part of BL if he shall have given immediate notice of the fact. The Supplier shall also be liable if he shall not have recognised the defect. He shall be liable for his sub-suppliers as for his own performance, likewise, for any assembly work carried out by him. The Supplier warrants and furthermore undertakes the liability that as a result of delivery and use, the goods offered do not breach any industrial property rights of a third party.

### 9. Incoming inspection, complaint of defects, guaranty warranty period

BL shall examine the goods delivered as to identity, quantity and visible transport damage within a reasonable period of acceptance of the complete delivery, but without being bound to a certain period, and notify corresponding defects as soon as possible. The Supplier in the meanwhile releases BL from a quality control on receipt. Notice of defects of any kind discovered later shall be given within the warranty period. The warranty period is 12 months from acceptance of the product in which the goods delivered have been incorporated by the customer of BL at the premises of BL, but not longer than 24 months from delivery of the goods to BL. The same shall apply also to repairs, replacement or additional deliveries. Payments made, any acceptance at the factory etc. by BL shall not be taken to mean acknowledgement of the goods as free of defects and in accordance with contract. Any prescription shall take place at the earliest on expiry of the warranty period.

### 10. Claims in the event of defects

BL shall have the choice in the event of a defect, either to cancel the contract or demand a reasonable reduction in price, or an improvement on the premises where located without charge. BL may still cancel the contract or demand a price reduction if the improvement demanded shall not be carried out properly, or at all, within a period to be fixed. The Supplier shall moreover in each case pay full compensation for direct or indirect damages. BL may refuse acceptance of a defective consignment. Acceptance of the consignment shall not however be deemed to be waiver of the claims exercisable in respect of defects.

### 11. Product liability regress

The Supplier shall indemnify BL for and against all claims if legal action shall be taken against BL by a third party in respect of provisions of the law relating to product liability because contractual products are defective within the terms of these provisions. BL undertakes to inform the Supplier as soon as it receives knowledge of such claims and make it possible for him to defend unjustified claims. BL may allow the Supplier to conduct litigation if it shall be clear that only contractual products of the Supplier can be the cause of the damage.

BL shall advise the Supplier without delay if a recall of products on account of defective contractual products shall be perfectly obvious in the opinion of BL unless there shall be imminent danger. The Supplier shall bear the costs of the recall to the extent that the recall shall have been necessary on account of defects in his contractual products. The

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costs shall be borne proportionately if there shall be more than one reason for a recall.

Claims by BL against the Supplier in this connection shall prescribe as for claims by the injured third party against BL (that is, in accordance with the provisions of the product liability law applicable).

### 12. Duty to provide information concerning defects

BL shall be notified immediately of such defect if the Supplier shall have knowledge of a defective component which belongs, or did belong, to the scope of supplies for BL, including where this is supplied for another customer (in written form within three days at the latest).

### 13. Right of inspection / entry

BL may control progress of work at the premises of the Supplier but the duty of the Supplier of performance in accordance with contract shall neither be amended nor limited by such control. Likewise, the Supplier shall grant official authorities as well as customers accompanied by BL access at all times.

### 14. Most-favoured treatment

The Supplier promises BL to treat it in comparable circumstances in a comparable period at least as well as the most favoured customer, above all in relation to price, quality, acceptance of liability and terms of payment and delivery, and also in respect of matters ruled less favorable for BL in these General Conditions of Purchase. The Supplier acknowledges this obligation by commencement of contractual or sales negotiations.

### 15. Rights in documentation and confidentiality

Rights in drawings and documents provided to the Supplier by BL remain with BL. The Supplier may only use such drawings and documents to fulfil contractual obligations as towards BL.

The Supplier shall treat drawings and documents which shall have been provided to him by BL and other information entrusted to him by BL confidentially, more particularly, not to grant access to third parties and not to use them for purposes other than of performance of his duties as towards BL. The Supplier shall require prior written consent from BL for passing drawings and documents to a sub-contractor.

Information which shall have been made available to the public at large without acts on the part of the Supplier, or was already known to him before communication, shall be excepted from this.

### 16. Rights in respect of the Development Results

All rights in respect of all development results (native data) shall accrue to BL without any additional payment. To this end, the Contractor shall assign all existing rights in respect of the development results (including any possible rights of ownership) in their entirety to BL at the same time as the development results undergo formal acceptance (without there being any need for any separate additional declaration by one of the parties). If and to the extent that this is not possible within the law, the Contractor shall grant BL an exclusive right of use in respect of the development results, which can be assigned or sublicensed and is unlimited in territory, time and content, for all forms of use. Where works are protected by copyright, this right of use shall incorporate in particular the right of editing, alteration, translation, publication, processing, duplication and exhibition. The development results shall include all results of the development process, in particular any results which can be protected by patent or registered designs, but also any other technical developments and all documentation (e.g. reports, records, drawings, formulae, files, etc.) in written, electronic or other form, any know-how, software and other technical processes and any other information and documentation and trademarks ensuing from the development process. BL alone shall be authorized to register industrial property rights (in particular patents) in its own name or on behalf of a third party in Switzerland or abroad in respect of the aforementioned development results. In other respects, BL shall be entitled to modify the development results and to use these to the same extent in their modified form as in their original form.

### 17. Ownership of materials provided

Ownership of materials provided to the Supplier by BL for the purposes of performing his duties of delivery (components, non-productive materials, tools, drawings etc.) remains with BL. It may take such materials back at any time.

### 18. Storing production documentation by the Supplier

The Supplier shall keep all documentation relating to production, such as plans, programs, calculations, wiring diagrams, records of batches etc., in safe custody for 30 years from delivery of the goods to BL and allow BL on demand at any time to examine this documentation or to make copies of it. The Supplier shall be prepared and be under a duty to pass the corresponding documentation to BL for archiving if the Supplier shall cease business.

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**19. Place of performance, place of jurisdiction and applicable law**

The place of performance for all duties of the contracting parties is Fällanden. The law of Switzerland is applicable in addition to the individual contract and these General Conditions of Purchase. The place of jurisdiction for all disputes between the contracting parties is solely Fällanden.

Fällanden, February 2012