

General terms and conditions of purchase and delivery

1. Form requirement for concluding contracts

A supply contract has been concluded with Keller Precision AG:

- when the parties have concluded a written contract;
- when the supplier has confirmed a written order from Keller Precision AG in writing without change or makes a delivery based on this order;
- when Keller Precision AG has accepted an offer from the supplier in writing without changes;
- when Keller Precision AG accepts a supplier's offer with changes in writing and the supplier has not objected.

2. Priority of the Keller Precision AG general terms and conditions of purchase

Business transactions with Keller Precision AG are subject to the terms of purchase printed below. Keller Precision AG does not recognise any general terms and conditions of its suppliers unless the acceptance of these general terms and conditions has been expressly agreed in writing.

The sending of these general terms and conditions of purchase by Keller Precision AG represents an express rejection of all conflicting offers in general terms and conditions, unless the deviations have been expressly agreed in writing. Conflicting offers in general terms and conditions will not become part of the contract even if Keller Precision AG does not raise an objection against them.

3. Supplier

The supplier is an operation that is capable of processing orders from Keller Precision AG in accordance with the requirements. The supplier operates a quality management system according to at least the current DIN EN ISO 9001. The supplier or its procedures can also be specified by customers of Keller Precision AG.

The supplier must check before submitting an offer whether they can meet the quality requirements and whether the required documents are up-to-date, complete and unambiguous. Any unclarified points, such as lacking or unclear information and specific information regarding the execution of the order, must be addressed and clarified before submitting the offer; otherwise, the interpretation will be according to the understanding of Keller Precision AG.

The supplier will comply with all relevant standards, laws, and regulations during the provision of services, particularly the relevant standards and regulations for the aviation industry, environmental protection, hazardous substances, dangerous goods, and accident prevention regulations, as well as the generally accepted safety and occupational health rules, procedural instructions and operational standards. It must be ensured that all involved persons are aware of their responsibilities with regard to product and service compliance, product safety, and ethical conduct.

In case of changes to processes, products, services, as well as production sites of the supplier or sub-suppliers, the supplier must inform Keller Precision AG immediately.

4. Subject matter of the contract

For the accurate description of the goods or service to be delivered (type, equipment, quantity, etc.), the written contract or the order, or the confirmation from Keller Precision AG, is decisive. The supplier commits to observe all specifications specified by Keller Precision AG at all times and not to change them without our prior written consent. The supplier must ensure that material mix-ups are excluded. The traceability of the products and services to be delivered must be ensured at all times.

The supplier must prevent counterfeit parts or parts of doubtful origin from being delivered to Keller Precision AG.

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5. Involvement of sub-suppliers

In contracts for work deliveries, the supplier must produce the goods themselves. Third parties may only be entrusted with the production of the goods or parts thereof if Keller Precision AG has given prior written consent. However, the supplier may obtain parts that they are unable to manufacture from third parties. The supplier may also have follow-up operations that they are unable to perform carried out by third parties.

If sub-suppliers are involved, the applicable (customer) requirements must be passed on to the sub-supplier. Product and process changes, including changing sub-contractors or the production site, must be communicated to Keller Precision AG in writing if they are related to the order and its implementation. If specified sub-suppliers are required, they must be used for the provision of services.

Upon request, the supplier of Keller Precision AG must disclose which parts they purchased from whom and which follow-up operations they had carried out by whom. In sales contracts, the supplier to Keller Precision AG must disclose, upon request, the origin of the delivered goods.

6. Technical changes

Any technical changes compared to previous deliveries, offers, printed material, or catalogue information must be communicated to Keller Precision AG in writing immediately and, if necessary, justified. If the technical changes were not taken into account in the description of the object of the contract, Keller Precision AG is entitled to withdraw from the contract after the notification. The same applies if the supplier fails to provide notification of this.

7. Prices

Unless expressly agreed otherwise, the prices according to the contract are fixed prices.

8. Material, tools, drawings, technical documentation, data, models, software

If Keller Precision AG provides the supplier with materials, tools, drawings, technical subcontractors, data, models or software for the production of goods, they may only be used for the purpose for which they were handed over to the recipient.

Materials, tools, drawings, technical documentation, data, models and software remain the property of Keller Precision AG and must be returned to it, unless they have been processed or consumed, as soon as it requests.

Further rights to tools, drawings, technical documents, data, models and software, in particular copyright and patent rights, are transferred to the recipient only to the extent necessary for the achievement of the purpose for which they were handed over.

Tools, drawings, technical documents, data, models and software may not be reproduced, distributed, or made accessible to third parties without the consent of Keller Precision AG.

The supplier is responsible for the careful storage and proper handling of the material as well as tools, drawings, technical documents, data, models and software. The supplier must adequately protect them at its own expense against access by unauthorised persons and also insure them at its own expense against fire, water, natural disasters and theft.

9. Documentation and retention of documents

The supplier commits to document the conformity of the products and the manufacturing process in an appropriate manner. The supplier commits to retain its own records and data regarding the production, storage, delivery and sale of the products for a period of at least 10 years from the date of delivery and to make these documents available upon request. After the expiration of this deadline, any destruction of the data must be reported.

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10. Delivery periods / delivery dates

All agreed delivery data are considered expiry dates. The supplier shall therefore be in default without a reminder. Upon commencement of the default, Keller Precision AG is entitled:

- to waive performance without setting a grace period and to demand compensation for the damage caused by non-fulfilment, or
- to withdraw from the contract and demand damages, or
- to request subsequent performance and compensation.

Without an explicit statement from Keller Precision AG, the supplier remains obliged to deliver. Furthermore, the supplier is obliged to compensate Keller Precision AG for all damages due to the late delivery.

Partial deliveries and advance deliveries are only permitted with the written consent of Keller Precision AG. In the case of unsolicited early delivery, Keller Precision AG is entitled:

- to calculate payment deadlines from the agreed delivery date without notification and not from the date of invoicing for the early delivery,
- to demand that the delivery be taken back.

11. Shipping / subject matter of the contract

Unless otherwise agreed, the goods are to be delivered by the supplier at its expense to the contractual place, and if no such place has been agreed, to Keller Precision AG, 9527 Niederhelfenschwil, Switzerland.

The supplier is responsible, at its own expense, for:

- careful and proper packaging of the goods,
- selection of the suitable mode of transport,
- insurance of the goods against the usual transport risks.

12. Shipping documents and invoices

Each shipment must include a detailed delivery note. The delivery note must clearly show the order numbers and the item descriptions of Keller Precision AG, the contract date, as well as the quantities. Invoices are to be sent separately in duplicate to Keller Precision AG after dispatch of the goods.

13. Risk transfer

The risk only passes to Keller Precision AG upon proper delivery of the goods to the destination. If the delivery of the goods occurs before the agreed delivery date, the risk remains with the supplier until then.

14. Payment

Unless otherwise agreed, payment will be made within 30 days from receipt of the invoice, but at the earliest within 30 days from the agreed or the actual delivery date, if the delivery was delayed.

Without a special agreement, the supplier is not entitled to advance or partial payments.

Keller Precision AG expressly reserves the right to offset invoices against counterclaims against the supplier. The assignment of claims against Keller Precision AG is only permissible with its written consent.

15. Notice of defects and acceptance of the delivery

The supplier must immediately notify the purchaser in writing of non-compliant processes, products, or services. These may not be reworked, repaired or delivered without instructions from Keller Precision AG. Keller Precision AG is entitled to report defects identified during the entire warranty period. This applies to both open and hidden defects.

Neither the acceptance of the delivered goods nor the payment of the purchase price imply a waiver of the right to complain about defects and assert warranty claims.

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16. Incorrect deliveries / incomplete deliveries

In the case of an incorrect or incomplete delivery, the supplier must deliver the goods in accordance with the contract or the missing goods within the period of delivery. Otherwise, Keller Precision AG is entitled:

- to waive performance without setting a grace period and to demand compensation for the damage caused by non-fulfilment, or
- to withdraw from the contract and demand damages, or to request subsequent performance and compensation.

Without an explicit statement from Keller Precision AG, the supplier remains obliged to deliver in accordance with the contract and in full. Furthermore, the supplier is obliged to compensate Keller Precision AG for all damages due to the incorrect or incomplete delivery. Through its processes, the supplier prevents **counterfeit parts** from being delivered to Keller Precision AG.

17. Warranty for legal defects

The supplier is liable for ensuring that the delivered goods transfer to the unencumbered ownership of Keller Precision AG and that their use, further processing or sale does not infringe upon any property or other rights of third parties, in particular copyright, patent, or other such protective rights.

If third parties assert claims for damages or other claims of any kind against Keller Precision AG, the supplier of Keller Precision AG shall be liable for all damages arising from this.

Furthermore, the applicable legal provisions on warranty rights shall apply.

18. Warranty for material defects

Restrictions on warranty and liability for material defects apply only if Keller Precision AG expressly agreed to this in writing in the respective case.

For the processing of material defects, Keller Precision AG currently charges an administration fee of CHF 60.

Unless otherwise agreed in writing, Keller Precision AG is entitled to the following rights, at its discretion, in the event of material defects:

- charging the administration fee
- reduction of the purchase price, or
- repair, free of charge, of the defective goods by the supplier, or
- free delivery of flawless replacement goods to the agreed place of destination, or
- cancellation of the purchase of the defective goods or the entire delivery.

As long as the supplier has not fully fulfilled its warranty obligation, Keller Precision AG may refuse payment for the entire delivery without thereby being in default. It is also entitled to offset its reduction and damages claims against claims by the supplier.

19. Consequential damage

In the case of legal or material defects, the supplier of Keller Precision AG is also liable for all consequential damages resulting from the defect. This applies in particular to indirect damage and loss of profit.

If a defect leads to damages for customers of Keller Precision AG, for which Keller Precision AG is liable, it shall be entitled to recourse against the supplier.

20. Product liability

The scope of the supplier's product liability is determined by the applicable legal provisions in the respective case. Amendments to the legal provisions regarding product liability are only valid if Keller Precision AG expressly and in writing agrees in the respective case.

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21. Duration of the warranty

The warranty period for legal and material defects, consequential damage and claims arising from product liability is 24 months from the delivery of the goods or from the agreed delivery date in the case of early delivery.

If Keller Precision AG is liable to customers for an extended period due to mandatory legal provisions, it has the right of recourse against the supplier for defects for which the supplier is responsible up to one year after the day on which it had to provide services to its customers due to mandatory statutory warranty claims. With a replacement delivery or replacement, the warranty period of 24 months starts anew.

22. Place of performance

The place of performance for delivery and payment is – unless otherwise agreed – 9527 Niederhelfenschwil, Switzerland.

23. Right of access

The customer shall verify the effectiveness of the measures initiated by the contractor to fulfil these requirements. To this end, the client's representatives shall be given the opportunity, after prior notification, to enter the client's operational facilities that are involved in the execution of the order. This can also include subcontractors. This right of access is also granted to the representatives of the customer and the regulatory authorities.

24. Invalidity of contractual agreements

If special contractual agreements between the parties or provisions of these general terms and conditions are invalid or void, this does not result in the invalidity or nullity of the entire agreement. Rather, the invalid or void provisions are to be replaced by the contracting parties or by the judge with provisions that correspond to the applicable legal system and come as close as possible to the economic purpose of the provisions to be replaced.

25. Applicable law

All legal relationships entered into on the basis of these terms of purchase are subject to Swiss law.

26. Jurisdiction

The place of jurisdiction for both parties is 9527 Niederhelfenschwil, Switzerland.

The parties expressly waive the legal place of jurisdiction in this context.

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