

GENERAL PURCHASING TERMS & CONDITIONS

Montanstahl

1. Definitions

1.1. In these General Purchasing Terms and Conditions ("Terms"), the following terms shall have the meanings assigned to them below:

- "Montanstahl" refers to any of the following companies: Montanstahl SA, registered in Stabio (Switzerland); Montanstahl GmbH, registered in Schwerte (Germany).
- "Supplier" refers to the individual, company, or entity supplying raw materials and/or services to Montanstahl.
- "Parties" refers to Montanstahl and the Supplier together.
- "Goods" refers to the raw materials, products, parts, and materials to be supplied by the Supplier to Montanstahl.
- "Services" refers to any services to be provided by the Supplier to Montanstahl.
- "Agreement" refers to the purchase order, contract, or agreement issued by Montanstahl to the Supplier, incorporating these Terms.

2. Acceptance of Terms

- 2.1. By accepting Montanstahl's purchase order or by providing Goods or Services, the Supplier agrees to be bound by these Terms, which shall govern the entire business relationship between Montanstahl and the Supplier.
- 2.2. Any terms or conditions proposed by the Supplier that conflict with or deviate from these Terms shall not be binding on Montanstahl unless expressly agreed to in writing.

3. Orders and Confirmation

- 3.1. Purchase orders shall be issued by Montanstahl and shall specify the quantity, description, price, payment terms and delivery date of the Goods and Services.
- 3.2. Supplier shall acknowledge purchase orders in writing within 10 working days after receipt.
- 3.3. In the absence of an acknowledgment, Montanstahl's order shall be deemed accepted if the Supplier commences performance or delivers Goods or Services.

4. Quality, Inspection and Warranty

- 4.1. Supplier shall deliver Goods and Services that conform to the agreed specifications, quality standards, and any applicable laws and regulations.

- 4.2. Upon receiving the Goods, Montanstahl conducts an inspection of their quality and quantity. The inspection is conducted on a representative sample of the Goods and is carried out to the extent that is both reasonable and technically feasible for Montanstahl. A reasonable assessment does not encompass defects that are not visible to the naked eye. On the other hand, concealed defects pertain to issues that might not be readily apparent during the initial inspection but could become noticeable only upon utilization or through more indepth analysis.
- 4.3. Montanstahl shall inform the Supplier about non-conforming Goods or Services within 10 working days after discovery.
- 4.4. Montanstahl may seek remedies including replacement, refund, or repair. Supplier shall be responsible for bearing the costs of any necessary replacements or remedies. If the costs for replacement or repair are unusually high, Montanstahl will promptly notify the Supplier and collaborate with them to explore a cost-effective solution.
- 4.5. Supplier shall take corrective action to rectify issues related to non-conforming Goods or Services and prevent their recurrence in future deliveries.
- 4.6. Supplier is encouraged to implement continuous quality improvement processes to enhance the overall quality of Goods and Services provided to Montanstahl.
- 4.7. The warranty period for non-conforming Goods or Services shall last for two years after discovery of nonconformity.

5. Delivery

- 5.1. Goods shall be delivered to the location specified in the Agreement in accordance with the stipulated Incoterms and within the agreed timeframe.
- 5.2. Supplier shall bear the risk of accidental loss and accidental deterioration until the Goods are handed over at the place of destination unless other conditions have been agreed upon.
- 5.3. Supplier is obligated to swiftly inform Montanstahl in written form of any delays, while also providing a clear explanation for the causes and the projected duration of the delay. Montanstahl reserves the right to terminate the Agreement if the revised delivery timeline is unreasonably prolonged and excessively extended for Montanstahl's requirements. Montanstahl reserves the option to retain partial deliveries for which payment has been rendered. It is important to note that Montanstahl is willing to accommodate delays that do not negatively impact its business operations.

6. Declaration of origin

- 6.1. Supplier must, upon request by Montanstahl, provide the declaration regarding the preferential (or nonpreferential) origin of the Goods.

6.2. The following applies to declarations of preferential or non-preferential origin of the Goods sold:

6.2.1. Supplier undertakes to enable the verification of proof of origin by the customs administration and to provide the necessary information as well as any confirmations that may be required.

6.2.2. Supplier is obligated to indemnify Montanstahl for any damages suffered by Montanstahl if the relevant authorities do not recognize the stated origin due to incorrect certification or the lack of the possibility of verification unless Supplier is not responsible for these damages.

7. Payment

7.1. Montanstahl shall promptly perform the payments according to the payment terms of the Agreement.

7.2. Payments shall not constitute recognition of the correctness of the delivery or a waiver of Montanstahl's rights.

7.3. In the event of claims, Montanstahl is entitled to withhold payments in whole or in part until the claims have been solved.

8. Retention of title

8.1. Ownership of the Goods and Services is transferred to Montanstahl upon their payment. The extension of the so-called current account reservation (in German "Kontokorrentvorbehalt") is not applicable. Supplier can request the return of the goods only if they have withdrawn from the contract prior to Montanstahl's payment.

9. Force majeure

9.1. In the event of force majeure and other unforeseeable, extraordinary, and non-culpable circumstances (for instance supply chain disruptions, operational impediments, strikes, lack of means of transport, government interventions, production cost escalations, etc.) Montanstahl shall be entitled to withdraw from the contract if the Supplier cannot fulfill its obligation within a reasonable grace period set by Montanstahl.

9.2. Events of force majeure shall under no circumstances entitle the Supplier to change or renegotiate the Agreement.

10. Intellectual Property

10.1. Supplier shall ensure that the Goods and Services do not infringe upon any intellectual property rights of third parties.

11. Confidentiality

11.1. Supplier shall treat all information received from Montanstahl as confidential and shall not disclose or use such information for any purpose other than fulfilling the Agreement, unless granted by Montanstahl in written form.

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12. Compliance

- 12.1. Supplier shall comply with all applicable laws and regulations in providing Goods and Services.
- 12.2. Supplier shall ensure ethical business practices, including adherence to anti-corruption and anti-bribery laws.

13. Termination

- 13.1. Montanstahl reserves the right to terminate any Agreement for convenience or for cause if Supplier breaches these Terms.
- 13.2. Termination shall not affect Montanstahl's rights accrued up to the date of termination.

14. Governing Law and Dispute Resolution

- 14.1. These Terms shall be governed by and construed in accordance with Swiss laws. The provisions of the UNCITRAL (United Nations Commission on International Trade Law) Convention on the International Sale of Goods, commonly referred to as the CISG, shall not apply.
- 14.2. Montanstahl's place of business shall be the place of jurisdiction. However, Montanstahl reserves the right to take legal action against Supplier at their place of business.
- 14.3. If one or more clauses of this contract are invalid, the validity of the remainder of the provisions shall remain intact.

Revision History

Rev.	Date	Description	Written by	Approved by
1.0	28/10/2023	Release	Filippo Stumm (Legal & Compliance Director)	Wolfgang Stumm (CEO)

