

1 General

Orders placed by Reed must be in writing and are exclusively subject to these General Terms and Conditions of Purchase, unless otherwise stated in the order or a quality assurance agreement has been signed. If Reed requires the Supplier to confirm the order, the contract shall only be concluded upon receipt of such confirmation. The Supplier's general terms and conditions shall be incorporated into the contract only if Reed expressly accepts them in writing. All products supplied must comply with the latest RoHS/REACH standards.

2 Subject matter

- 2.1 The nature and scope of the goods or services and time of delivery or performance are specified in the order. Deviations require the written consent of Reed.
- 2.2 The specified design and performance features are deemed to be warranted properties. Suitability for use, unrestricted electronic processing of calendar data as well as the execution in accordance with the standards and regulations of the country of destination or, if this is not specified in the order, of the country of supply, are deemed to be assumed characteristics.

3 Delay

The Supplier has a duty to counteract imminent or foreseeable delays without delay and to inform Reed thereof in writing.

4 Deliveries and transfer of ownership

- 4.1 Unless otherwise agreed, orders are subject to Incoterms 2010, DDP
- 4.2 Transfer of ownership shall take place upon the transfer of risk.
- 4.3 Reed reserves the right to reject deliveries with defective packaging, marking or documentation, as well as partial or advance deliveries not agreed in writing, or to accept them and store them at the Supplier's expense and risk until proper fulfilment of the contract.
- 4.4 Delivery is due on the agreed delivery date at the place of destination. The Contractor shall automatically be late with delivery if the agreed dates and deadlines are not met.

5 Export control and customs

For goods, indicate the customs tariff number of the country of origin, for listed goods also the national list number and, if the goods are subject to US re-export regulations, the US list number. Preferential certificates of origin, declarations of conformity and conformity markings of the country of origin or destination are to be presented without being requested, non-preferential certificates of origin on request.

6 Terms of payment

Payment is due 30 days after delivery and invoicing in accordance with the contract. Reed reserves the right to withhold payment if defects are found in the item.

7 Warranty

The Supplier is obliged to inspect the delivery or have it inspected at its own expense. The purchaser's immediate obligation to inspect and give notice of defects in accordance with Art. 201 of the Swiss Code of Obligations (CO) is waived. Reed may give notice of defects during the entire warranty period. The warranty period is 24 months from delivery, and for replaced or repaired parts it starts anew upon their delivery. The warranty includes actual or legal defects of the item as well as the absence of warranted or assumed characteristics. Quality assurance agreements/framework agreements for quality-relevant products shall be concluded at our request.

8 Right to use standard software

The Supplier grants Reed a non-exclusive, transferable right to use the standard software contained in the ordered item for the intended use. The Supplier guarantees that it holds the corresponding rights of use and distribution and indemnifies Reed against any claims by third parties arising from the infringement of such rights. Reed may make software copies for backup and archival purposes.

9 Liability

The Supplier shall indemnify Reed against all third-party claims in connection with the delivery or service arising from product liability, environmental protection and protection of intellectual property and shall hold Reed fully harmless. Reed is obliged to inform the Supplier without delay of any substantiated claims asserted against Reed.

10 Copyright and confidentiality

Reed shall retain all rights in documents such as plans, drawings, technical documents, software etc. which Reed provides to the Supplier for the purpose of order fulfilment. The Supplier may only use the documents and all related information for order fulfilment; without Reed's prior written consent, the Supplier is not entitled to manufacture products for third parties on the basis of such documents and information or to copy, reproduce or in any way make such documents and information available to third parties in whole or in part, unless required for the purpose of order fulfilment. Reed may not be named in any publications in connection with the order without prior written consent.

11 Data protection

The Supplier shall ensure that data is protected by taking appropriate precautions; it authorises Reed to process personal data and disclose it to third parties in Switzerland and abroad for the purpose of order fulfilment and maintaining business relations.

12 Ethical conduct in business

- 12.1 The Supplier represents that it will not, directly or indirectly, make any payment, gift or other promise to its customers, to any officer or employee/body of Reed or to any third party in contravention of applicable law (including the US Foreign Corrupt Practices Act) and that it has no knowledge that any other person will do so. The Supplier shall comply with all relevant laws, rules and regulations regarding bribery and corruption.
- 12.2 Under no circumstances shall Reed be obliged to reimburse the Supplier for any payments or other services referred to in Clause 12.1.
- 12.3 The material breach of any provision of this section on ethical conduct entitles Reed to terminate this contract with immediate effect, without prejudice to Reed's further rights and claims. The Supplier shall indemnify Reed against all obligations, liabilities and costs/expenses to which Reed is exposed as a result of a breach of any obligation under this section or as a result of the termination of this contract.

13 Jurisdiction and applicable law

- 13.1 The place of jurisdiction is Lucerne/Switzerland. However, Reed is also entitled to take legal action against the Supplier at the Supplier's place of business.
- 13.2 Orders are subject to Swiss substantive law. The application of the UN Convention of 11 April 1980 on Contracts for the International Sale of Goods is excluded.