

070501 - Purchase Conditions of JetSolutions SA

1. General terms

Unless any other special agreements are made, our general purchase conditions are always in force. In particular, any sales conditions stipulated by our suppliers which are in contradiction to the present conditions shall only be valid to the extent in which they have been expressly acknowledged by us in writing. Any additional costs and expenses resulting from a non-observation of this stipulation shall be borne by the supplier. In the event of fire, accidents, strikes or other occurrences beyond our control, we reserve the right to modify or nullify the order. Among others, this also applies to order revocations of our customers which are not within our responsibility and which concern the present order. The supplier shall submit a written acknowledgment stating his acceptance of the order.

2. Delivery date

The delivery dates which we request (delivery unloading ramp JetSolutions SA) are deemed accepted unless they are immediately contested by the supplier upon receipt of the order. Should it later turn out that the delivery schedule cannot be kept, we expect to be notified without delay of the fact and of the date by which delivery can be made without fault. Any non-compliance with the agreed delivery times authorizes us to renounce to the delivery of the ordered goods without having to submit a reminder or fix an additional delivery period. Independently of the cause of the delay, the supplier will be held responsible for any deterioration of the object of the order. In addition, we reserve the right to take the necessary action in order to claim damages. The supplier shall bear all the additional freight costs which may be due to a more expensive transport method required by the non-observation of the delivery time. Premature deliveries are not admissible without prior consent of JetSolutions SA.

3. Packaging, dispatch, insurance, delivery quantity

Every individual shipment must be accompanied by a delivery note. Our stock number and order number as well as information regarding partial, complete or rest delivery must be specified on all the forwarding documents. It is incumbent on the supplier to make sure that the chosen packaging is appropriate for the goods it contains. Unless any specifications to the contrary are given, all the goods forwarded by train have to be addressed to the Fribourg CH train station. If the price includes only shipment free train station of the supplier, the cheapest forwarding method has to be selected. The shipments need to be done after the Incoterms 2000 as agreed. The relevant moment for confirming the correct delivered quantity is the quality conformance inspection carried out in our factory upon receipt of the goods.

4. Complaints and responsibility (contract of work)

Should it not be possible - for whatever reason - to inspect the material within the customary period, we are entitled to present our claims even at a later date, i.e. after the goods have been completely checked. A payment of the invoice does in no way constitute a waiver of our legal right of complaint. The transport costs (in both directions) for any rejected material shall be borne by the supplier. Regarding the taking-over of the delivery, the terms of acceptance specified on the order form will be applicable. The supplier is under the obligation to replace any rejected delivery by submitting the correct material at short notice. Should the supplier fail to let us have the replacement goods of faultless quality within the deadline requested by us, we are entitled to carry out a control of the individual pieces or any required adaptations or corrective work at his expenses, without prejudice to our legal rights with regard to a price reduction and annulment on account of a principal defect.

5. Warranty (contract of sale)

The supplier has to give a warranty time of 24 months, if nothing else is agreed.

6. Prices and payment

The prices mentioned in the order are legally binding. Any increase of these prices requires our prior written approval. Should the prices confirmed by the supplier not meet our requirements, we reserve the right to cancel our order respectively to terminate the purchase contract. For materials of foreign origin, we reserve the right in the event of a change in the currency's parity to adapt the fixed prices accordingly by means of an agreement. In default of any special agreements, all the invoices shall be paid by us within 60 days from the date specified on the invoice. Should the date of the invoice precede the one of the actual delivery, the payment period will be counted from the date of the latter. We do not accept any bills of exchange and shall not accept any collections on delivery. Should a down-payment have been agreed upon, we reserve the right to request appropriate securities in the form of a bank guarantee or a bond of indemnity.

7. Drawings and samples

Without any agreements to the contrary, drawings and samples have to be filed or stored with care. Without our prior written consent, our drawings may not be copied nor used for any purposes other than the one they were intended for. JetSolutions SA is working with "standing" documents, this means, drawings are in original and quality by its suppliers. In the event of modifications (new drawing index), the old drawings have to be destroyed and replaced by the new ones.

8. Tools

The supplier shall undertake to identify our tools as our property. He is responsible to make sure that they are stored and maintained appropriately. Without our explicit prior permission, our tools may not be used for manufacturing parts for third parties.

9. Obligation of notification in the event of changes in quality

By means of a specification and consequent application of a quality designation, the supplier shall undertake to ensure a regular quality standard of this goods. This requirement regarding permanently uniform quality also extends to our future orders. A modification of the specification (this also applies to any deviations from the text of your order) is only acceptable with our prior written consent. If required, new samples must be presented to us. If during a quality conformance inspection we should detect a difference in quality of which we have not been previously notified, we reserve the right to refuse the goods even if the remaining conditions should be fulfilled. In such an event, the supplier is liable to indemnify us for any direct or indirect damage we might suffer as a result of this change in quality without prior notification. Factory test reports and testing protocols have to be sent together with the goods if demanded from JetSolutions SA. According to the data code stamped on the electronic and electromagnetic components, these elements may not be older than 12 months. We are entitled to refuse any merchandise exceeding this product age.

10. Place of fulfillment, place of jurisdiction, and governing law

For all deliveries, payments and other engagements from both parties, the place of fulfillment and of jurisdiction is Romont FR. Applicable is the Swiss law. The supplier takes it upon himself to indemnify us for all disadvantages and damages we might have to face in conjunction with the supplied material and with regard to claims based on a professional jurisdiction as well as on the laws regarding product liability. For any responsibility claims with which JetSolutions SA may be served within the scope of the product liability act or the contract liability, and which are caused by deficiencies in the material or goods supplied to JetSolutions SA, we expressly reserve the right to refer the plaintiffs to the supplier or to take recourse action against the latter.