

General Terms and Conditions of Purchase for international business

1. General

The contract between the purchaser and the supplier shall enter into force upon receipt of the supplier's written confirmation that he accepts the order received from the purchaser ('Confirmation of the Order') without any changes.

The order must be acknowledged within 5 days after receipt by signing and returning the enclosed 'Confirmation of the order'. If this is not done within this period, it shall be assumed that the order has been accepted without change.

By confirmation of the order, the supplier accepts the present General Terms of Purchase. These shall always have priority over any other Terms of Supply of the supplier to the contrary unless the latter have been expressly accepted in writing by the purchaser. The same also applies especially to other terms included in the quotations and confirmations of the order of the supplier.

All agreements and legally relevant declarations of the contracting parties must be made in writing to be valid.

2. Blueprints, directives and instructions of Buhler, technical documentation and production means

Blueprints, directives and instructions of Buhler, technical documentation such as drawings and calculations, etc. and specimens made available to the supplier by the purchaser shall be binding. The supplier shall verify the information provided by the purchaser and, in case of doubt, consult the purchaser.

The purchaser reserves all rights on its blueprints, directives and instructions of Buhler, technical documentation, specimens and production means supplied such as models, dies, tools and computer software, etc. These and the copyrights on them are the property of the purchaser and shall not be made accessible to third parties, not be duplicated and not be used for any other purposes than the fulfilment of the contract concluded with the purchaser without the prior written permission of the purchaser.

The supplier shall return all blueprints, directives and instructions of Buhler, technical documentation, specimens and production means to the purchaser on completion of the supplies or if the contract is cancelled.

It is the supplier's full and unconditional responsibility for the supplies to meet with the relevant government and industrial standards, safety laws and regulations, and the relevant standards and regulations for prevention of accident.

3. Delivery dates

The delivery dates specified by the purchaser in the order shall be binding. The supplier has to immediately inform the purchaser when circumstances making it impossible to keep delivery dates emerge. The delivery dates refer to the supply of the owed subject matter of the contract at the place of performance of the supply. If the delivery date is not observed, the purchaser shall be entitled to insist on the fulfilment of the contract or to waive any further supply without granting any extension of the delivery date. In any case, the supplier shall become liable to pay indemnification to the purchaser. In the event of a delayed delivery, a penalty amounting to 1% of the order value affected by the delay for each commenced week. Payment of the penalty shall not release the supplier from the fulfilment of the rest of the contract. Claiming further damages by the purchaser shall be reserved.

4. Place of performance

Place of performance is the place of transfer of the supplies mentioned in the order. The place of performance for the payment is at the Purchaser's place.

5. Transfer of benefit and risk

The benefit and risk of the ordered subject matter defined in the contract shall in no event be
BUHLER CHINA V201810

transferred to the purchaser before delivery at the place of performance mentioned in the order.

6. The Shipment, transport and insurance

The shipping and insurance instructions of the purchaser shall be observed in shipping and transporting the supplies. The supplier shall be liable both for damage due to improper packing and for damage sustained during transport and intermediate storage.

Partial, residual, advance, surplus and reduced shipments shall always be designated as such and shall be allowed only after prior written approval given by the purchaser. The shipping papers shall contain the following information: Buhler order no., SD number, Buhler article no., number of packages and dimensions as well as the total gross weight.

Direct shipments made to the customer of the purchaser shall be realized in a neutral packaging.

Shipping papers are not allowed to be attached to the consignment, nor are they allowed to be affixed inside or outside the neutral packaging.

7. Warranty and correction of defects

The purchaser shall be entitled to make complaints of defect within the warranty period without observing any time limit for claims. In particular, any payment made by the purchaser shall not constitute any acknowledgement with respect to quantity, price or quality, and shall in no manner affect the right of the purchaser to make claims.

The supplier shall guarantee freedom from defects during two years after the supplies go into service. The supplier shall correct all defects claimed by the purchaser up to the end of the warranty period immediately upon the first request and at no cost to the purchaser. After correction of a defect, the warranty period and the period for claims for the corrected and/or replaced part of the delivery restarts running.

If the supplier fails to honour his warranty obligations, or if he does not honour them without delay or completely, the purchaser shall be entitled at its own discretion either to insist on proper correction of the defects, to have the defects corrected by a third party at the supplier's expenses or to claim a price reduction or to return the supplied subject matter of the contract against reimbursement of any payment or payments that may already have been made. In addition, the purchaser reserves the right to claim damages from the supplier for non-performance or poor performance. In case of litigation with the end customer, the supplier shall immediately, upon the first written notification by the purchaser, participate in the litigation. If the supplier does not take part in the litigation, he shall unconditionally accept, in relation to the purchaser, the actual admissions made by the purchaser in relation to the end customer concerning the contractual subject matter that he has supplied.

8. Technical modifications

Deviations from the agreed technical specifications and other modifications to the subject matter of the contract to be supplied by the supplier after conclusion of the contract shall not be allowed. They require the prior written approval by the purchaser.

9. Patents and protective rights

The supplier warrants and represents that no patent rights, protective rights or other rights of third parties (e.g. computer software copyrights) are violated by the supply or by the utilization of the contractual subject matter supplied, and he shall fully indemnify the purchaser against any claims made by third parties. In case of an infringement of patent rights, protective rights or other rights of third parties, the purchaser shall be entitled, at his own discretion and regardless of whether the supplier is at fault or not, to cancel the contract and/or to claim damages from the supplier.

10. Safety and accident prevention / Official and legal requirements and regulations

Each supply shall comply with the state of the art, the machine safety laws and the other

General Terms and Conditions of Purchase for international business

pertinent laws, standards and guidelines, in particular on safety, accident prevention and on threshold values for radioactivity, each applying at the time of supply. The supplier shall be liable, without any time limit, for any damage resulting from inadequate fulfilment of pertinent laws, standards and guidelines by the supplier or its sub-suppliers.

11. Secrecy

The supplier shall not be allowed, without prior written permission of the purchaser, to make any contractual agreements or information of technical or commercial nature that he receives in the context of contract performances, accessible to third parties or to use them for other purposes than for fulfillment of the contract concluded with the purchaser. These obligations shall remain valid even after expiration of the contract. If this obligation to maintain secrecy or the restriction of use is violated, the purchaser reserves the right to claim damages from the supplier.

12. Advertising

The utilization of an order placed by the purchaser, the subject matters of contract supplied within the scope of such an order and the business relations with the purchaser for advertising purposes requires the prior written permission of the purchaser.

13. Prices

The prices stated in the order of the purchaser are fixed prices.

14. Invoicing and due date of payment

Each supply shall be immediately invoiced upon shipment, with a separate invoice being issued in duplicate for each individual order.

Unless otherwise agreed upon in writing, and subject to the contractual supply, being free from defects, of the contractually owed subject matter and of the associated documentation in compliance with the contract, the invoice shall fall due within 30 days of presentation. If the supplies of the contractually owed subject matter are defective, the payment shall come due 30 days after proper correction of the defects.

Cash-on-delivery consignments or bills of exchange shall not be accepted.

Changes in the address for payment shall be reported to the purchaser by the supplier in good time and in writing.

15. Code of Conduct / Legal Compliance

The supplier commits and will ensure that its employees, directors, officers, representatives, agents and sub-suppliers, shall in all respects and at all times adhere to the principles set forth in the Supplier Code of Conduct of the purchaser and Buhler Minimum Occupational Health and Safety Requirements from time to time in force.

The valid Supplier Code of Conduct and Buhler Minimum Occupational Health and Safety Requirements are accessible on Buhler's homepage www.buhlergroup.com/suppliers.

Furthermore, the supplier will and will ensure, that its employees, directors, officers, representatives, agents and sub-suppliers will comply with all applicable legal requirements, whether local or foreign, including but not limited to any laws prohibiting corruption and bribery as well as with the Anti-Bribery and Anti-Corruption Rules of Buhler.

Prohibited are in particular:

- Payments for undue services.
 - Payments for unaccounted services.
 - Payments aimed at accelerating a process ("facilitation payments").
 - Payments without evidence of a receipt.
 - Commissions not reflecting market conditions.
 - Gifts (goods, entertainments, cash disbursements) exceeding CHF300 or its equivalent
- BUHLER CHINA V201810

in other currencies.

- Over-invoicing and under-invoicing.

16. Data Protection

The supplier acknowledges and agrees that the purchaser may have access to personal data (i.e. information relating to identified or identifiable natural person for example names, functions or contact details) of the supplier's employees, representatives, consultants, agents, contractors and other personnel. Such personal data may be processed by or on behalf of the purchaser in accordance with Bühler's privacy policy, available at www.buhlergroup.com/privacy in order to enter into and perform any rights and/or obligation under these General Terms of Purchase as well as related purposes, including but not limited to order and payment processing, tolls and import/export management, customer relationship management, business accounting and general administrative purposes. The parties agree that they act as independent controllers (as defined under applicable law) in relation to personal data processed in accordance with this clause. The supplier further undertakes to inform its personnel of whom the purchaser is entitled to process personal data and obtain valid consent (if applicable) thereby especially pointing out the purchaser's right to transfer personal data to third parties or third parties abroad while ensuring a comparable data protection level as described in the purchaser's privacy policy, in accordance with applicable law.

17. Further terms and conditions

On request and after prior written application, the supplier shall grant the purchaser admission to their production facilities. The supplier shall be obliged to check the contractual subject matter to be supplied for completeness, operability and perfect quality.

Goods rejected by the purchaser shall be sorted out and returned at the supplier's costs and risk. In such a case, the supplier shall effect a compensation delivery without delay.

18. Place of jurisdiction and applicable law

The place of jurisdiction shall be exclusively the people's court of the purchaser's business place.

The applicable law shall be exclusively the law of the People's Republic of China.