

## General Terms and Conditions of Purchase (GTCP)

### 1. General

- 1.1. The current GTCP are applicable to the procurement of goods which HR purchases for the manufacturing of its own products or which it orders to be produced. They are an integral part of the contract between HR and the supplier of the procured goods.
- 1.2. The following documents are an integral part of the supply contract: The order, the tender, the framework agreement and the GTCP. In the event of disagreements, the document that is named first in the order prevails according to the above list.

### 2. Tender

- 2.1. The drawing-up and delivery of the tender to HR are free of charge. Within an appropriate time period, the supplier also transmits all the additional information required.
- 2.2. The tender corresponds to the call for tenders in terms of its content. Possible deviations from it (amendments, variants, etc.) must be clearly indicated by the supplier in the tender. If such deviations are not indicated, then the supplier must compensate HR for all disadvantages suffered as a result.
- 2.3. A tender is valid for at least three months from the date set by HR for submission of the tender.
- 2.4. 4 Until the expiration of the validity period of the tender, HR remains uncommitted and may withdraw from the contract negotiations at any time without having to pay any compensation.

### 3. Orders

- 3.1. Orders placed by HR are formalized in writing. Possible amendments and subsequent modifications to orders are only valid when formalized in writing. Fax messages and signed documents transmitted in electronic format are also considered to be documents in writing.
- 3.2. Orders are considered to have been placed in due time if they handed over to the Swiss postal service, sent by fax or transmitted electronically on or before the last day of validity of a tender.
- 3.3. Documents enclosed with an order, e.g. drawings, datasheets, plans and other technical data, constitute an integral part of the order.
- 3.4. If an order is not confirmed by the supplier in writing within five working days and remains undisputed within the same time period, then the order is considered to have been approved.

### 4. Prices

- 4.1. The prices listed in the order are considered to be fixed prices.
- 4.2. Included in the fixed price are, in particular, also all services provided according to the provisions herein below.

### 5. Product development and processing by suppliers

- 5.1. Insofar as the supplier is first required to provide planning services in the fulfilment of the order, the plans and other technical documentation must be submitted to HR for approval before the start of production.
- 5.2. In this case, the supplier also submits two sets of the technical documentation; HR and the supplier each receive a set of the documents signed by both parties.
- 5.3. Insofar as HR hands over goods (materials and/or equipment) for the fulfilment of the order, an inventory or similar document signed by both parties is created for the materials handed over.
- 5.4. The supplier is obliged to store and use the materials handed over appropriately.
- 5.5. If the supplier receives such materials from HR, he is obliged to check their serviceability and fitness for the intended purpose.
- 5.6. If a written complaint by the supplier about the received materials is not made within five working days, the materials received are considered to be free of any faults.

### 6. Personal performance

- 6.1. In the absence of a written agreement to the contrary, the ordered work is to be performed on the premises of the supplier.
- 6.2. The supplier is entitled to have the ordered goods transported by a third party of his choice.

### 7. Transportation, insurance, packaging

- 7.1. The delivery is made to the place of destination named in the order, according to clause **DDP** of the International Chamber of Commerce, Version 2000.
- 7.2. In addition, the supplier insures the goods to be delivered until their handover at the place of destination.
- 7.3. The supplier assumes responsibility as far as the place of destination for ensuring that the packaging and conveyance of the product are appropriate. The statutory provisions in force on the transit route (in particular with regard to packaging and environmental protection) must be observed.
- 7.4. ESD-sensitive components and electronic subassemblies must be delivered in ESD protective packaging and require a conductive or antistatic packaging material.

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- 7.5. HR reserves the right to return the packaging to the supplier at the place of destination in exchange for appropriate compensation, and the supplier is obliged to accept the returned packaging material.
- 7.6. All additional costs and fees are to be borne by the supplier.

## 8. Transfer of risk and ownership

- 8.1. The risk is transferred from the supplier to HR on the acceptance by HR at the place of destination of the goods, provided they are compliant with the order and have been delivered according to these GTCP.
- 8.2. On the transfer of the risk, the ownership is also transferred to HR.
- 8.3. Goods (materials and/or equipment) handed over to the supplier for the fulfilment of the order (see section 5.3 above) remains under the ownership of HR.
- 8.4. If computer programs and/or know-how are transmitted for the fulfilment of the order, the copyrights on them remain fully owned by HR.

## 9. Deadlines, delays

- 9.1. The delivery in due form occurs on the agreed date at the place of destination at the usual goods acceptance times of that place, in exchange for a written confirmation of receipt, subject to a subsequent inspection of the Completeness and quality of the delivery.
- 9.2. If, for reasons not attributable to HR, the delivery does not occur on the agreed delivery date, the supplier compensates HR for all disadvantages arising from the delay of the delivery, without needing to receive a warning from HR.
- 9.3. If partial deliveries have not been agreed, then HR is not obliged, although it is entitled, to accept individual partial deliveries.
- 9.4. If the delivery has not been received on the agreed date, HR may also proceed according to the general rules governing delays.  
  
If the delivery date is agreed in such a manner that the delivery date may not be exceeded under any circumstances ("firm bargain"), then, in the absence of a timely delivery, HR may withdraw from the contract without notice, reclaim any payments made and/or sue for damages.
- 9.5. If HR falls into arrears with its obligations, then the supplier may only demand compensation if he had alerted HR to this at the opportune time by means of a warning notice.

## 10. Definitive non-fulfilment

- 10.1. If the debtor, for reasons not attributable to HR, is not in a position to deliver the ordered goods, then HR may withdraw from the contract without notice, reclaim any payments made and/or sue for damages.
- 10.2. If the supplier is not responsible for the circumstances, then HR may only reclaim the payments made.

## 11. Penalty clause

- 11.1. If the supplier does not observe the agreed delivery date, the penalty clause is revoked in all cases in favour of HR according to the provisions herein below.
- 11.2. The basic amount of the penalty is CHF 5,000.00 per commenced calendar week of delay.
- 11.3. In addition to the payment of the revoked penalty, HR may simultaneously demand the fulfilment of the contract.
- 11.4. If the disadvantages suffered by HR due to the delay in the delivery exceed the amount of the revoked penalty, then the supplier must also compensate HR for that portion of the damages in excess of the penalty.
- 11.5. The supplier is aware of the fact that the vested interests of HR may, in individual cases, substantially exceed the value of the order from the supplier.

## 12. Warranty

- 12.1. HR must inspect the delivered goods within five working days to determine whether they correspond to the goods ordered. HR is entitled to request official assistance in this regard, if necessary.
- 12.2. Any defects detected must be contested in writing within a further five working days.
- 12.3. A defect is considered to be any deviation from the order, discernable as a result of its manufactured condition, which impairs the correct functioning of the delivered products in the sense of section 13 herein below.  
  
In particular, a defect is considered to be the violation of industrial property rights of third parties, as well as the non-observance of the statutorily prescribed specifications of the country in which the products are to be used.
- 12.4. In the event of defects, HR is free to choose whether to refuse to accept the goods and withdraw from the contract, as well as demanding reimbursement of payments made and additional damages, or to demand rectification of defects by third parties at the supplier's expense, or to demand a price reduction, or to combine individual aspects of the above measures.

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### 13. Guarantee

- 13.1. The supplier guarantees the correct functioning of his products and that they do not violate any rights of third parties.
- 13.2. Correct functioning means that the delivered product is suitable for its intended final use according to the technical specifications listed in the technical order, it shows no defects that could restrict its value or use in the intended field of application, it provides the prescribed services and it meets the statutory requirements at the intended place of final use.
- 13.3. If defects arise in the product, they must be contested in writing by HR to the supplier. This written complaint must be made within the guarantee period according to section 13.5 herein below.  
  
In the event of defects, HR may freely choose whether to demand rectification of defects at the supplier's expense, or an additional reduction in the purchase price corresponding to the depreciation of the value of the product, or a combination of both.
- 13.4. In the event of invoking the guarantee, the supplier must compensate HR fully for any disadvantages suffered.
- 13.5. The guarantee begins with the startup of the goods in the final use and lasts for two years. However, it expires no more than three years after the delivery to HR, irrespective of the startup date of the goods.

### 14. Intellectual property

- 14.1. If HR makes know-how available to the supplier for the fulfilment of the order, this know-how remains the property of HR and may only be used by the supplier for the purposes of fulfilling the order. After the end of the order, the supplier must return all provided technical documentation including any copies already made of it, and must not create any additional copies.
- 14.2. Insofar as the supplier is himself entitled to intellectual property protection rights in respect of the delivered product, by accepting the order he transfers all intellectual property rights with all of their integral parts to HR, on a delivery-versus-payment basis, at the agreed purchase price.  
  
If this is not possible in an individual case, then the tender must contain a corresponding proviso. In this case, the supplier grants HR a transferable licence which at least permits the intended use of the delivered goods. The licence fee must be included in the price of the goods.
- 14.3. If the supplier uses intellectual property rights of third parties in the manufacturing of the products, he must be equipped for the granting of transferable licences to himself as well as to HR, which at least permit the intended use of the delivered goods. The licence fee must be included in the price of the goods.
- 14.4. The supplier is obliged to uphold the confidentiality of know-how obtained from HR, as well as all technical data and information received. Insofar as the parties conclude a separate confidentiality agreement, this prevails over the present GTCP.
- 14.5. The supplier is obliged to desist from any measures which aim, either directly or indirectly, to override or undermine the legal protection afforded to the know-how of HR.

### 15. Terms of payment

- 15.1. Unless agreed otherwise, HR makes net payments within 60 days of receipt, but no earlier than after approving the delivery.
- 15.2. Irrespective of the agreed place of payment, the place of fulfilment of the payments of HR is considered to be the head office of HR.

### 16. Applicable law

- 16.1. The contractual relationship of which the present GTCP are considered to be an integral part is subject to Swiss law exclusively.
- 16.2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

### 17. Court of jurisdiction and place of fulfilment

- 17.1. For all disputes arising from the contractual relationship of which the present GTCP are considered to be an integral part, the court of jurisdiction is the **Court of Bern**.
- 17.2. For all services to be rendered by the parties, the **place of fulfilment of both parties is Bern**.

### 18. Communications

- 18.1. In the context of the contract implementation, the parties direct their communications and explanations to the counterparty at the addresses listed in the order.
- 18.2. For communications and explanations, the conditions set forth in section 3.1 apply in relation to form and delivery.

### 19. General conditions of contract of the supplier

- 19.1. The present GTCP govern the contractual relationship between the parties comprehensively.
- 19.2. Insofar as the supplier encloses his own general conditions of contract with his confirmation of the order, such general conditions of contract are considered to be non-agreed and have no legal force.

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