

General conditions for the purchase of goods and the provision of services to Skyguide

Unless otherwise agreed, acceptance of the order by the supplier entails acceptance of these general conditions and, as a secondary condition, the prescriptions of Swiss Code of Obligations. With the exception of these general conditions, the parties shall be bound only by agreements in writing.

1 Price

The price is firm and includes all ancillary charges, such as personnel costs, postage, transport costs and the like. Specifically, for the provision of services, Skyguide shall not be responsible for any permits, social security contributions and/or taxes of any kind. All prices shall be stated net of VAT.

2 Deliveries / customs clearance

Products originating from Switzerland: shall be delivered to the address shown on the reverse. Delivery costs shall be for the account of the supplier except if so agreed or if custom dictates otherwise. Products originating outside of and entering Switzerland, including CD-ROMs, software on data carriers, hardware and the like, shall be delivered to the following address: Geneva site: Skyguide, c/o DHL Logistics (Suisse) SA, Halle de Fret N° 4 CH-1211 Genève Aéroport. Zurich/Dübendorf site: Skyguide, c/o DHL Global Forwarding, Flugsicherungstrasse 1-5, CH 8602 Wangen bei Dübendorf.

Deliveries shall be made "delivered at place" to the address shown on the reverse or, if this is not possible, to the address given below (DAP; Incoterms 2010). Each delivery shall be accompanied by an invoice showing the value of the merchandise, its origin, customs tariff code and the above mentioned incoterm. Such an invoice is essential for the formalities of customs clearance. Services shall be provided at the place of performance shown on the reverse.

ATTENTION: for deliveries and/or services on-site the supplier's personnel shall announce itself in advance and shall be in possession of valid proof of identity.

3 Invoice

The invoice shall show: order number and ordering line, gross price, rebates, amount of VAT and rate applied, VAT registration number, discount, method of delivery and a clear description of the service provided or goods supplied. If the service involves a provision of labour or repair work, the invoice shall also show the hours worked, the hourly rate and the cost of each spare part used. Partial deliveries shall be described as such. The invoice shall be sent to the invoice address shown on the reverse. Invoices shall not be addressed personally. A separate invoice shall be provided for each order.

The payment details shall be indicated as follows:

For Switzerland:

- A paying-in slip in the name of the supplier, or
- A bank account number with clearing number and IBAN, or
- A post check account with IBAN

Abroad:

Precise name and address of the bank, its BIC and SWIFT code and the IBAN of the bank account.

Skyguide reserves the right to return invoices that do not conform to these regulations as well as to charge a processing fee of CHF 30.- as of the second invoice returned.

4 Payment

Unless agreed otherwise, payment shall be made within 30 days following receipt of the invoice and after acceptance of the delivery or after assembly and functional check of the installation. Skyguide shall pay only those bank charges levied by its own payment institution.

5 Warranty

The supplier, as a specialist in the matter, shall warrant for a period of two years from delivery that the merchandise or service is fit in all ways for proper use by Skyguide. The supplier shall notify Skyguide without delay of any matters which could affect use of the goods or service in the manner and for the purpose intended.

6 Safety of Machinery

The manufacturer or supplier certifies that the machine meets all the provisions of Directive 2006/42/EC on machinery. It certifies it by presentation of the declaration of conformity or of manufacturer referred to in art. 5 of the Directive. It also undertakes to provide the machine with an instruction manual or a declaration of incorporation and assembly instructions for incomplete machines. It also ensures that the technical documentation referred to in Annex VII of the Directive is kept on its premises and remains available to the competent authorities for at least ten years.

7 Supplier's conditions of sale

Any of the supplier's general conditions of sale that may be in contradiction of these general conditions shall be null and void.

8 Supplier Code of Conduct

By accepting an order, the supplier accepts the Supplier Code of Conduct. Supplier Code of Conduct is available at www.skyguide.ch.

9 Liability

Skyguide refuses any attempt by the supplier to limit and/or exonerate its liability towards Skyguide.

10 Applicable law and jurisdiction

The place of jurisdiction is Geneva. These general conditions are subject to Swiss law and exclude the Vienna Convention on the international sale of goods and the prescriptions of international private law.