

General Terms and Conditions of Purchase

1. Scope

The General Terms and Conditions of Purchase apply, subject to future amendments, to all legal relationships between us and our suppliers. Any contradictory or additional provisions are not valid without express written acknowledgement on our part and shall always be limited to a specific case.

Any conditions of the supplier that conflict with these General Terms and Conditions of Purchase shall not be valid without our express written consent.

2. Contract conclusion and amendments

The order shall be considered binding unless the supplier refuses our order or confirmation in writing within three (3) calendar days from the order date (for suppliers with registered office in Switzerland) or within ten (10) calendar days from the order date (for suppliers with registered office abroad).

Any order confirmations that deviate from the conditions of our order do not constitute a rejection of our order. If these confirmations contradict or supplement the conditions of our order, they shall not form part of the contract without our express written agreement. All addenda or amendments to the order shall require our written confirmation to be valid.

3. Prices

The supplier prices agreed in our order represent the maximum prices. Price increases or price reservations of any kind shall not be accepted by us without our prior, express and written consent, and shall always be limited to a specific case.

If the quantities delivered are lower than the quantities ordered, we shall be entitled to reduce the price accordingly. If the quantities delivered are higher than the quantities ordered, we shall not be responsible for any additional costs.

For orders issued without a price or with a general reference price only, we reserve the right to approve the price after receiving the confirmation or the invoice, or to withdraw from the contract free of charge.

Additional costs and expenses that result from failure to follow our instructions shall be paid by the supplier. We are entitled to offset these with the purchase price.

4. Invoicing/payment

The invoice shall be sent for each order and at the same time as the goods being billed. For staggered deliveries and blanket purchase orders, a partial invoice must be sent with each partial delivery. Invoices and delivery notes must include our complete order number, our item number and our order date. We are entitled to reject invoices that do not meet these requirements. The payment deadline shall be extended automatically by the resulting delay.

The supplier cannot assign the purchase price receivables without our prior, express and written consent.

However, we are entitled to offset our counterclaims against the purchase price, regardless of their due date.

5. Delivery periods

Our orders are fixed orders. Therefore, the supplier must adhere strictly to the delivery periods. Otherwise, it will be in default without first requiring a written warning. The delivery period starts with the date of our order. Compliance with this period requires that the goods be transferred to the freight forwarder/transport company designated by us on the delivery date. If the supplier identifies difficulties in complying with the delivery period, it must notify us immediately including the reasons. Our response to a notification of this kind shall not constitute an extension of the deadline without our express written agreement.

If the delivery period is exceeded, we have the right to cancel performance and withdraw from the contract without first setting a grace period. The same applies to delays with partial deliveries requested; at our discretion this can apply either to the partial delivery itself or the entire contract.

For deliveries made before the agreed delivery period, we can either accept the goods at this earlier date or refuse acceptance. In the former case, the payment deadline, warranty period and statute of limitations shall still be calculated on the basis of the agreed delivery date. If we refuse acceptance, we have the right to return the goods at the cost and risk of the supplier or to keep the goods (or to have the goods kept) at the supplier's disposal at its cost and risk.

6. Delivery obligation/use and risk

Partial deliveries are not permitted without our prior, express and written consent. If partial deliveries are received by us in spite of this, we may choose to accept them with an extended deadline for complete fulfilment, or to accept them in waiver of complete fulfilment with a partial delivery price accordingly, or to refuse acceptance without an extended deadline and to withdraw from the contract. If we withdraw from the contract, we have the right to return the partial delivery at the cost and risk of the supplier or to keep the partial delivery (or to have it kept) at the supplier's disposal at its cost and risk.

We will accept deliveries 10% above or below the quantity ordered if necessary for technical reasons. If a delivery is more than 10% below the order quantity, we shall classify this as a partial delivery. If a delivery is more than 10% above the order quantity, we reserve the right to keep the additional quantity or to return it at the supplier's cost and risk. With regard to the price agreed, Art. 3 shall apply to all deliveries above or below the order quantity notwithstanding the 10% rule. The use and risk pass to us upon transfer of the delivery to the freight forwarder/transport company designated by us. However, acceptance of the delivery by the freight forwarder/transport company does not constitute acceptance or approval of the quantity or quality by us; we are not obliged to subject the goods to a quantity or quality check at the time of transfer to the freight forwarder/transport company. The decision to accept a delivery as well as quantity and quality checks shall be made no sooner than the time that we receive the goods.

7. Shipping instructions

The supplier shall bear sole and complete responsibility with regard to the optimal packaging for a specific transport. If special handling or special care is required for transport or unpacking, the supplier must advise of this accordingly in a suitable manner on the packaging.

The supplier shall contact our designated freight forwarder/transport company to meet the delivery date. Transfer of the goods to the freight forwarder/transport company must be communicated to us the same day in writing. All deliveries must include the standard paperwork as well as a delivery note issued in duplicate. Delivery notes and shipping notifications must include, at a minimum, our complete order number, our item number and our order date.

8. Material defects and liability

The supplier warrants that the deliverables do not have any material, production, design, instruction and/or engineering defects that would impair their value or suitability for the intended purpose and that they have the specific properties advertised by the supplier, and that the deliverables correspond to the previously described performance and specifications as well as the applicable public law regulations and industry standards (such as SIA, SUVA, SVTI, SEH-HV etc.) at the destination of the deliverables. The supplier shall also provide this warranty for those defects that are related in whole or in part to inadequate packaging for specific transport of the deliverables or inadequate or missing instructions about transport handling or unpacking the delivery.

The warranty period granted by the supplier shall end 24 months after successful use or commissioning of the deliverables by our end customer. The supplier shall waive the statute of limitations for two years after the end of the warranty period. The supplier shall provide the above warranty, warranty period and the waiver of statute of limitations again for rework and/or replacement deliveries.

The supplier releases us from all deadlines for the inspection and notification of defects. It expressly acknowledges all defects reported by us within the warranty period as communicated in a timely manner; any previous payment of the purchase price does not constitute waiver of claims for defects.

Defects covered by the above warranty entitle us at our discretion to demand alteration, price reduction or immediate rework at no charge or immediate replacement delivery at no charge. We are also entitled to repair the defective product, or have it repaired, in both cases at the supplier's cost. The supplier shall bear the costs of any return or removal (scrapping) of defective products. The supplier shall be liable in all cases (i.e., regardless of fault) for damage caused by defects that affect us or a third party, and for which we owe compensation under contractual or non-contractual liability. The warranty and statute of limitation periods relating to material defects shall apply to such liability, unless the statutory periods are longer.

The supplier shall be liable for deliveries and services of sub-suppliers and subcontractors just as it is for its own deliveries and services.

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9. Warranty of title

The supplier shall warrant for perpetuity that third parties have no claims relating to ownership, intellectual property, unfair competition or other rights to the goods delivered (including packaging). If such claims are asserted, the supplier undertakes to assist us without limitation at our request in the legal defence or represent us in the legal defence of such claims at its own expense. It shall indemnify us in full of any damage (including the costs of legal defence) and consequential damage arising from such claims. We reserve the right to withdraw from the contract in all cases.

10. Work orders/custom manufacturing

These General Terms and Conditions of Purchase apply without limitation to work orders and custom manufacturing.

The supplier is not entitled to have any or all work orders or custom manufacturing performed by third parties without our prior, express and written consent. A violation of this clause entitles us either to immediately withdraw from the contract or to cancel some or all of the supplier's services at no cost to us.

Ownership of the tools and equipment created for our work orders/custom manufacturing shall transfer to us in full upon payment, regardless of whether the supplier invoices the corresponding expenses (such as "pro rata tool costs"). The supplier shall store such manufacturing supplies safely after fulfilment of our order and maintain their fitness for use according to the state of the art. We are entitled to request such manufacturing supplies at any time from the supplier; the supplier's storage obligation shall not end until we provide written express consent.

11. Non-disclosure/Intellectual property rights/ AI applications

Regardless of their intellectual property status, all drawings, plans, samples, models, tools, specifications, data as well as written documents and all semi-finished or finished products manufactured on this basis (jointly "protected materials") are our property and trade secrets; therefore, they cannot be provided or otherwise made accessible to third parties, used for supplier's or a third party's own purposes without our prior, express and written consent. They shall be protected against any unauthorized access through adequate measures. The same applies to semi-finished or finished products that the supplier has developed on the basis of our information or significant cooperation by us. All protected materials must be returned to us, free from damage, immediately on our request.

All protected materials, regardless of their protectability under intellectual property laws, remain our sole property. All further developments or improvements based on them and the associated intellectual property rights of any nature shall belong to us alone, and are hereby transferred or assigned to us. The supplier shall undertake all necessary actions for the transfer of ownership and assignment of rights.

The supplier grants us (including our affiliated companies), as well as our respective business partners and customers, an irrevocable, perpetual, sublicensable, non-exclusive, worldwide and royalty-free right to use and sublicense the supplier's intellectual property associated with the delivered goods or services. Any terms in licence agreements between us and the supplier and in terms of use requiring our acceptance, which deviate from these General Terms and Conditions of Purchase, shall apply only to the extent that this is expressly agreed in writing.

For goods or services that include firmware or software, Art. 9 (warranty of title) shall expressly apply. The supplier shall provide us, our respective business partners and customers with all user documentation and all updates and upgrades to the firmware or software at no additional cost.

The supplier may not use any protected materials for the development or improvement of applications that use artificial intelligence without our express prior written consent. If such AI applications are used for the performance of agreed services, the supplier is obliged to notify us in writing in advance.

12. Deployment of personnel

The supplier's personnel on our premises for training, instructional or other purposes must comply with our relevant safety requirements. The supplier undertakes to indemnify us in full of all claims by its personnel for personal injury, property damage and financial loss. We are entitled to offset our claims with all counterclaims of the supplier from delivery contracts or other agreements.

13. Binding original text

The supplier is bound exclusively by the original German text of these General Terms and Conditions of Purchase. The French and English translations are not binding should they deviate from the original German text.

14. Jurisdiction and applicable law

The courts of Dietikon shall have jurisdiction over all disputes arising from or in relation to all legal relationships between us and the supplier; Swiss law, in particular the Swiss Code of Obligations, governs with the exclusion of any conventions for the international sale of goods.

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