

General conditions of purchase (GCP)

1 General information

1.1 The contract is concluded with the receipt of the written notice from the customer that he accepts the offer (order).

1.2 Requests by the customer for an offer from the supplier are non-binding.

1.3 These conditions are binding if they are declared applicable in the order. Any terms and conditions of the supplier which are in contradiction to these conditions shall only be valid if expressly accepted by the customer in writing.

1.4 All agreements and legally relevant declarations of the contracting parties must be in writing in order to be valid. Declarations in text form which are transmitted by or recorded on electronic media shall be deemed equivalent to written declarations if explicitly agreed by the parties.

1.5 Should a provision of these conditions prove to be invalid in whole or in part, the contracting parties shall replace this provision with a new agreement which has a legal and economic effect as similar as possible to the invalid provision.

2 Scope of supplies and services

The supplier's supplies and services shall be listed in the offer, including enclosures thereto. The supplier is only entitled to changes with the express consent of the customer, even if these lead to improvements.

3 Plans and technical documents

3.1 Technical data and information on the quality of the supplies and services are binding.

3.2 Each contracting party retains all rights to plans and technical documents provided to the other. The receiving party recognises these rights and shall, without the prior written consent of the other party, not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

4 Regulations in the country of destination and safety devices

4.1 The supplier shall inform himself about the regulations and standards relating to the execution of the supplies and services, the operation as well as to the health and safety of personnel.

4.2 Unless otherwise agreed, the supplies and services shall comply with the regulations and standards at the customer's place of business. Additional or other safety devices shall be supplied to the extent as having been expressly agreed upon.

4.3 In addition, the supplies and services shall comply with the following EU legislation or its national transposition: RoHS Directive (2011/65/EU), WEEE Directive (2012/19/EU) and REACH Regulation (EG/1907/2006). The customer shall be explicitly informed about any deviation permitted by law. Further, the supplies and services shall comply with the regulations of the USA on so-called conflict minerals.

5 Prices

5.1 All prices are delivered and duty paid at the customer's premises or at the specially agreed place of performance, including packing.

Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as certifications, shall be borne by the supplier. Likewise, the supplier shall bear any and all types of taxes, levies, fees, customs duties and the like as well as the related administrative costs which are levied out of or in connection with the contract or its fulfilment. If such costs and charges are paid by the customer, they shall be refunded by the supplier upon presentation of the receipts.

5.2 The agreed price is a fixed price. After conclusion of the contract, the supplier is not entitled to change the price under any circumstances.

6 Terms of payment

6.1 Payments shall be made by the customer at the supplier's domicile according to the agreed terms of payment.

6.2 Unless otherwise agreed, the following terms of payment shall apply:

30 days net after receipt of invoice. The invoice shall be issued at the earliest upon receipt or (if such is agreed) upon successful acceptance test of the supplies and services.

6.3 Advance payments are only owed upon special agreement. In the case of agreed advance payments, the supplier must provide appropriate security (e.g. a bank guarantee) at the request of the customer. Any delay in advance payment shall not entitle the supplier to extend the delivery period or to withhold supplies or services.

6.4 If payment or advance payment cannot be made in accordance with the contract, the supplier shall be obliged to agree a new period for payment with the customer. If this new period is not observed for reasons within the customer's control, the supplier shall be entitled to terminate the contract. The liability of the customer for loss and damage on the part of the supplier is excluded.

7 Delivery period

7.1 The agreed delivery period is binding. It starts with the conclusion of the contract. The delivery period shall be deemed to be observed if by end of the delivery period the agreed supplies and services have been received by the customer.

7.2 If the supplier anticipates that he will not fulfil within the delivery period, he shall inform the customer without undue delay, stating the reasons and the presumed duration of the delay. At his own expense, the supplier shall take appropriate measures to avoid or reduce such delay.

7.3 The delivery period shall be renegotiated between the parties if the delay is due to hindrances which the supplier cannot prevent despite exercising the required care, regardless of whether they affect the supplier, the customer or a third party. Such hindrances are exclusively epidemics, mobilisation, war, riots, measures or omissions by any authority and extraordinary natural events.

7.4 The customer is entitled to claim an amount as penalty for delayed supplies and/or services.

The penalty shall be payable at a rate of 1% for each commenced week of delay, up to a maximum of 10%, calculated on the basis of the contractual price of all supplies and services.

After reaching the maximum of the penalty, the customer is entitled, at his discretion, to retain or to terminate the contract. In both cases, the customer is entitled to claim damages.

7.5 In case a specific date is fixed instead of a delivery period, this date shall correspond to the last day of a delivery period.

8 Packing

At the customer's request, the supplier shall take back packing at his own expense.

9 Passing of benefit and risk

Unless otherwise agreed, benefit and risk shall pass to the customer after unloading of the supplies at the customer's premises or at the specially agreed place of performance.

10 Shipping, transport and insurance

10.1 At his own expense, the supplier shall be responsible for taking out insurance against damage of any kind.

10.2 The supplier shall be notified in good time of any special requirements regarding shipping, transport and insurance. Unless otherwise agreed, the costs for shipping and transport shall also be borne by the supplier.

10.3 Any complaints in connection with shipping, transport and insurance shall be submitted by the customer to the supplier and will be remedied at the supplier's expense.

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11 Inspection and acceptance test of supplies and services

11.1 The supplier shall inspect the supplies and services before shipping. Further tests may be requested by the customer in good time before shipping.

11.2 The customer shall inspect the supplies and services within a reasonable period of time and notify the supplier in writing of any defects. Subject to the guarantee period, the supplier waives his defence of delayed notice for defects.

11.3 The supplier shall remedy the defects notified in accordance with clause 11.2 without undue delay. After remedy of such the defects, an acceptance test in accordance with clause 11.4 shall take place at the request of the customer or the supplier. The supplier shall bear the costs of such an acceptance test.

11.4 Subject to clause 11.3, the performance of an acceptance test as well as the stipulation of the conditions related thereto require a special agreement. Unless otherwise agreed, the following shall apply:

- The supplier shall notify the customer of the performance of the acceptance test in good time to enable the customer or his representative to participate.

- A report of the acceptance test shall be drawn up which shall be signed by the customer and supplier or by their representatives. It shall state that the acceptance test has taken place or that it has taken place under reservations or that the customer refused acceptance. In the last two cases, the defects shall be recorded individually in the report.

- In case of insignificant defects, in particular those which do not hinder the efficient functioning of the supplies or services, the customer shall not be entitled to refuse acceptance and signing of the report. However, such defects shall be remedied by the supplier without undue delay at the time determined by the customer.

- In case of significant deviations from the contract or substantial defects, the customer shall give the supplier the possibility to remedy these within a reasonable additional period of time to be determined by the customer. Thereafter, a further acceptance test shall then take place at the supplier's expense.

- If during this further acceptance test, deviations from the contract or defects appear again, the customer shall have the option to adhere to the contract and to claim damages for delay or to refuse acceptance of the entire supplies and/or services and to claim damages.

12 Data protection

12.1 The supplier must treat the conclusion of the contract confidentially and may only refer to business connections with the purchaser in all publications, e.g. in advertising materials and reference lists etc., after the customer has given its consent.

12.2 The supplier undertakes to treat all non-public commercial or technical details, including internal processes and facilities, as well as the information of the customer or business partners of the customer mentioned in clause 3, which become known to him through the business relationship, as business secrets. If the supplier is obliged to disclose such information by official, statutory or court order, the supplier shall be obliged to protect the interests of the customer to the best of its ability and to inform the customer accordingly.

12.3 If the supplier detects that information to be kept secret has come into the possession of an unauthorised third party or that a document to be kept secret has been lost, it shall inform the customer of this immediately.

12.4 The supplier is obliged to ensure through suitable contractual agreements with the employees working for him that they also refrain from any utilisation, disclosure or unauthorised recording of such business and trade secrets.

12.5 This confidentiality obligation shall continue to apply after the termination of the contractual relationship between the customer and the supplier.

12.6 The supplier undertakes to comply with all relevant data protection regulations; it undertakes to conclude any agreements that may be necessary for this purpose.

12.7 Subcontractors must be engaged in accordance with this clause 12.

13 Guarantee and liability for defects

13.1 Guarantee period

The guarantee period lasts 12 months. It starts with the acceptance of the supplies and services by the customer or after the acceptance test has been successfully concluded.

For replaced or repaired parts, the guarantee period starts anew and lasts 12 months from the replacement, the completion of the repair or the acceptance test.

13.2 Liability for defects

Upon the first request and within a reasonable period of time to be determined by the customer, the supplier undertakes according to the choice made by the customer to repair or replace all parts of the supplies and services which become defective or unusable. The supplier shall bear the all costs incurred for remedying the defects, including, but not limited to, the disassembly, reassembly, transport, personnel, travel and accommodation costs.

If such a period of time expires unused or if the defect cannot be remedied within such period of time, the customer shall have the option to demand a reduction of price, to have the defects remedied by a third party at the supplier's expense or to refuse acceptance of the defective part or of all the supplies and services as well as to terminate the contract and in any case to claim damages.

13.3 Liability for express warranties

Express warranties are those which have been expressly specified as such in the supplier's offer or in the customer's order. If the express warranties are not or only partially achieved, the customer has the right, at his discretion, to demand remedy or a reduction of price or to refuse acceptance of the non-compliant part or of all the supplies and services as well as to terminate the contract and in any case to claim damages.

13.4 Supplies and services from subcontractors

The supplier guarantees supplies and services from subcontractors as his own supplies and services.

13.5 Liability for additional obligations

The supplier shall be liable for claims of the customer arising out of inadequate advice and the like or of breach of any additional obligations under the same conditions and to the same extent as for the supplies and services.

14 Bad performance, non-performance and their consequences

In all cases of bad performance or non-performance not expressly covered by these conditions, e.g. if the supplier, without valid reasons, starts the execution of the supplies and services so late that punctual fulfilment is unlikely to be foreseen, or if execution contrary to the terms of the contract can be clearly foreseen due to supplier's fault, or if the supplies or services have been executed contrary to the terms of the contract due to the supplier's fault, then the customer shall be entitled to grant a reasonable additional period of time for the supplies or services by simultaneously warning to terminate the contract in case of non-compliance. If such additional period of time expires unused, the customer shall have the option either to adhere to the contract and claim damages or terminate the contract, demand the return of payments already made and claim damages.

The customer does not need to determine such an additional period of time if it's foreseeably useless.

15 Further liabilities of the supplier

Subject to these conditions, all cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the customer, irrespective on what ground they are based, shall be governed by the law.

16 Place of jurisdiction and applicable law

16.1 The place of jurisdiction for the supplier and the customer shall be the registered office of the customer. However, the customer shall be entitled to sue the supplier at the supplier's registered office.

16.2 The contract shall be governed by Swiss substantive law under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).