

## 1. General

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- 1.1. These General Terms of Purchase ('terms') apply to all purchases (orders placed for goods and services) made by Kisag AG ('Kisag') with suppliers, service providers and other third-party providers ('Supplier').
- 1.2. The terms valid on the day of order shall apply. Kisag reserves the right to amend these terms at any time. The new version of the terms will apply to all contracts concluded after its entry into force. The valid terms of Kisag also apply to additional and/or follow-up orders.
- 1.3. Any terms and conditions of the Supplier that deviate from or supplement Kisag's terms shall only apply if they have been acknowledged by Kisag in writing and not on the basis of unconditional acceptance of the delivery.
- 1.4. Kisag acknowledges the International Commercial Terms (hereinafter referred to as Incoterms 2020) established by the International Chamber of Commerce (ICC) in their current version of 1 January 2020. Where these apply, this is explicitly indicated.

## 2. Quotation, order and confirmation

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- 2.1. The Supplier shall prepare quotations on the basis of a request for quotation from Kisag. Any deviations of the quotation from the request for quotation must be expressly indicated.
- 2.2. Quotations shall be prepared gratuitously, unless otherwise indicated.
- 2.3. Orders shall be deemed binding only if placed in writing or by e-mail.
- 2.4. The Supplier shall confirm the order to Kisag in writing or by e-mail within five working days of receipt. The order confirmation shall contain, as a minimum, the Kisag order and item number, the unit price (price per unit), the total amount to be supplied, the delivery date, the terms of payment, the contact person as well as the place of performance/delivery or delivery terms according to Incoterms 2020.
- 2.5. If the order confirmation is not received, Kisag will assume that the Supplier has accepted the order unconditionally.

## 3. Prices and payment

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- 3.1. Agreed prices are binding. Price adjustments must be communicated at least three months in advance and require the consent of Kisag in writing or by e-mail.
- 3.2. Unless otherwise agreed, packaging is included in the price.
- 3.3. The Supplier's invoice shall contain, as a minimum, the Kisag order number, Kisag's VAT number, the Supplier's VAT number, the unit price (price per unit), the total amount to be supplied as well as the agreed delivery and payment terms.
- 3.4. Unless otherwise agreed in writing, a payment period of 30 days applies.
- 3.5. Payment shall on no account constitute a waiver of Kisag's right to claim damages or claim on the warranty, for example.

## 4. Delivery and transport

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- 4.1. The Supplier shall perform or arrange delivery on the delivery date in accordance with Incoterms 2020.
- 4.2. If the Supplier is compelled to assume that the delivery cannot be performed on time whether in whole or in part, Kisag must be informed of this immediately. The Supplier shall make all reasonable efforts, at its own expense, to avoid delivery delays or to procure replacements from third parties. Kisag may also set a period of grace or accept the setting of a period of grace by the Supplier.
- 4.3. In the event of late delivery, the Supplier shall be in default. In the event of a delay in delivery, Kisag shall retain all legal rights under Swiss law (Code of Obligations (CO)). The Supplier shall compensate for damages and lost profits resulting from the delay. Kisag may accept a partial delivery or withdraw from the contract altogether.
- 4.4. The delivery terms, transport, the transfer of benefit and risk as well as the place of performance/delivery are based on Incoterms 2020 and will be set out in the order confirmation.

## 5. Warranty

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- 5.1. The Supplier guarantees the warranted properties of the supplied goods or service. In the event of defects, Kisag shall retain all legal rights under Swiss law (Code of Obligations (CO)). Kisag shall inspect a received delivery immediately and report any defects found in writing or by e-mail no later than 30 days from receipt of the goods. Hidden defects must be notified within 30 days of Kisag becoming aware of the defect.
- 5.2. The acceptance of samples, drawings or models shall on no account constitute a waiver of warranty rights.

- 5.3. The Supplier guarantees the compliance of its supplied goods or services with the guiding principles on business and human rights issued by the United Nations (UN) and the Organisation for Economic Co-operation and Development (OECD) and with the standards of the International Labour Organisation (ILO), particularly in respect of child labour, forced labour and discrimination.
- 5.4. The Supplier guarantees to meet the requirements of the Business Social Compliance Initiative (BSCI) and to participate in certification audits if requested to do so.
- 5.5. The Supplier also guarantees that its goods and services comply with environmental protection requirements.
- 5.6. The Supplier also guarantees that its supply of goods or services does not infringe any property rights of third parties. If a third party asserts a claim against Kisag for the infringement of property rights, which are the responsibility of the Supplier, the Supplier shall assume the full cost of taking back the goods and be liable for damages.

## 6. Liability

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- 6.1. The Supplier shall be liable for all damages suffered by Kisag and culpably caused by the Supplier, its personnel or auxiliary persons and third parties appointed by the Supplier in connection with the supply of goods and services.
- 6.2. The Supplier is also liable for personal injury or property damage resulting from a defective product that it has supplied (including product recalls).
- 6.3. The Supplier shall also be liable for obligations towards Kisag's customers, which cannot be met as a result of the Supplier's default (penalty due to late delivery).

## 7. Force Majeure

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- 7.1. In cases of force majeure that prevent the fulfilment of obligations, the parties (the Supplier or Kisag and its customers) are suspended from their duties of delivery or acceptance. Force majeure shall mean any extraordinary external events or circumstances that impact the parties, and which are unforeseeable and beyond the reasonable control of the parties, even with the application of the utmost care; in particular, natural disasters, official orders, strikes, war, etc. Claims of force majeure must be proven.
- 7.2. Any party affected by force majeure must notify the other party about the event immediately.
- 7.3. The parties shall mutually agree on the further course of action with reference to the International Chamber of Commerce (ICC) clauses on force majeure.

## 8. Trademark and intellectual property rights

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- 8.1. Kisag's trade name, trademarks and other product identification shall not be edited without Kisag's express written permission. Furthermore, the cooperation with Kisag cannot be used as a reference or for advertising purposes without written consent.
- 8.2. Tools, samples, drawings and models manufactured or purchased by Kisag remain the property of Kisag. These may not be made accessible to third parties or used for the manufacture of products for third parties.

## 9. Data protection

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- 9.1. Both parties shall comply with the data protection laws applicable in Switzerland (Federal Act on Data Protection) and protect the data processed for performance of the contract against unauthorised access.

## 10. Final provisions

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- 10.1. Should any provision of these terms prove to be invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness and enforcement of the remaining provisions. In this case, the parties undertake to replace the invalid, ineffective or unenforceable part of the terms with a valid, effective and enforceable provision that most closely approximates the terms.
- 10.2. Differences of opinion do not entitle the Supplier to suspend or refuse performance.
- 10.3. Place of performance and place of jurisdiction is Bellach (Switzerland). However, Kisag expressly reserves the right to assert its claims in any other competent court. Swiss law applies exclusively, to the exclusion of the conflict-of-law rules of private international law (in particular, the United Nations Convention on Contracts for the International Sale of Goods as amended on 11 April 1980 and the Convention on the Law Applicable to International Sales of Goods as amended on 15 June 1955).