

Griesser Group General Conditions of Purchasing

1. General

- 1.1 This version of the General Conditions of Purchasing (hereinafter "GCP") replaces all previous versions. Special agreements previously entered into between the companies of the Griesser Group and the supplier take priority. These GPC take priority over the General Terms and Conditions of Business of the Griesser Group.
- 1.2 These GCP apply to all purchasing contracts, delivery contracts and service contracts entered into by the Griesser Group (hereinafter "we"/"us") with suppliers worldwide, insofar as no special written contractual agreements have been made or any mandatory statutory provisions must be followed. Any contractual agreements at variance from these GCP must be expressed in the written form. To the extent that the suppliers' General Terms and Conditions of Business or General Terms and Conditions of Sale contradict these GCP, they are inapplicable.
- 1.3 Terms in these GCP referring to "goods", are also applicable mutatis mutandis to data and software programs, and also to services.

2. Offer / conclusion of contract

- 2.1 The statements regarding quality and specifications in our inquiries and on our orders and schedules, together with the general statements in the supplier's brochures, catalogs, drawings, plans and on the supplier's homepage are binding on us except insofar as other specifications are agreed in writing.
- 2.2 Our written orders are binding. Insofar as the supplier has not objected in writing to an order within three working days, the conditions and due dates listed or mentioned therein are considered to be accepted.
- 2.3 Verbal orders from us are binding only when immediately confirmed in writing.
- 2.4 Unless agreed otherwise in writing, prices stated by the supplier remain binding for at least 6 months from the date of communication.

3. Changes

- 3.1 We reserve the right to make changes to the order at no charge up to three days before the due date of delivery.
- 3.2 Technical changes and changes to the generation of the goods to be delivered are acceptable to our side only after prior confirmation in writing.

4. Delivery / inspection

- 4.1 Unless agreed otherwise in the specific case, deliveries to us are DDP Aadorf (Incoterms 2020).
- 4.2 The supplier is responsible for proper and secure packaging. The supplier undertakes to check the goods for quality and quantity and damage before dispatch.
- 4.3 Part deliveries will be accepted only with our prior written agreement.
- 4.4 The delivery periods stating in writing on the order are binding and are understood to refer to delivery at the destination. The supplier is liable for any damages arising from failure to comply with a delivery period or with a delivery date.
- 4.5 Each delivery shall be accompanied by a delivery note stating our order number, the number of items delivered and (in cases of part deliveries) the delivery quantity outstanding.
- 4.6 We shall inspect the goods on delivery for quantity and for any obvious defects.
- 4.7 In the case of services or contracts for work, with our written agreement recourse can be had to subordinate agreements.

5. Warranties and guarantees

- 5.1 For a period of five years from installation of our end product at the customer the supplier warrants the quality and fitness for purpose of the goods that are supplied.
- 5.2 The supplier is liable to us for all damages where the cause originates in the defective nature of the product that was supplied. This liability includes amongst other things all indirect and collateral damages and also all court costs and legal representation costs, together with the costs of any recall campaigns which we may deem necessary.
- 5.3 The supplier accepts liability for all actions of the support staff, subcontractors and contractors whom he engages.
- 5.4 The supplier undertakes to take out and maintain liability insurance usual in the sector, with sufficient coverage, and he undertakes to produce evidence of this on request.
- 5.5 The supplier guarantees that he will comply with the specifications and quality that are agreed, assured or in his brochures, and also with all specifications and quality features usual in the sector.
- 5.6 The supplier is responsible for ensuring the goods that are supplied comply with all applicable national, international and European regulatory, official or sector-specific standards, and can be installed and used in our products at no risk and without modification. The supplier guarantees that he operates a suitable system of quality assurance that as a minimum satisfies the usual standards for the sector, and he undertakes to provide evidence of this on request. Examples of this are: REACH/RoHS/WEE/PrSG/PrHG (list not exhaustive).
- 5.7 The supplier warrants that during the entire business dealings with us he has satisfied the criteria in accordance with the certificate submit-

ted to us in whatever form, and undertakes to inform us immediately in the event that these criteria cease to be satisfied or if the respective certificate should be withdrawn from him or not renewed.

- 5.8 The supplier warrants that the processing, installation and use of the delivered goods will not infringe the rights of third parties in any way, and that he will hold us and our customers and consumers harmless in all cases where the rights of third parties are found to have been infringed.
- 5.9 We are entitled at any time during the warranty period as stated in point 5.1 to complain of any defects that arise, and we have no duty or obligation of any sort to inspect the goods immediately or within any reasonable time.
- 5.10 In the event of a defect we have the free choice between a discount, amendment or replacement with a product that is free of the defect. This does not affect our right to claim damages. The return of defective goods and the supply of goods free of the defect is at the expense and risk of the supplier.

6. Invoices

- 6.1 Invoices presented to us will be due for payment thirty days after receipt of the invoice, but in no case earlier than thirty days after receipt of the goods.
- 6.2 We reserve the right to issue a counterclaim against the supplier in respect of any invoice.

7. Intellectual property / data protection / confidentiality

- 7.1 All data, plans, drawings etc. issued by us (hereinafter designated together as "data") remain our intellectual property. The supplier is not entitled under any circumstances to use these data for any purpose other than fulfilling the contract agreed with us.
- 7.2 The supplier is liable for any damages that we suffer due to unauthorized use of the data.
- 7.3 The supplier undertakes to maintain full confidentiality in respect of the data issued by us during the period of cooperation between our companies, and undertakes at our request to return data supplied by us or in our name in a physical form, or to provide a certificate of deletion of data supplied in a digital form.
- 7.4 The supplier undertakes to comply strictly with data protection regulations when saving the data issued by us or when processing it in any other way, and accepts liability to use for any breach of the requirements of data protection regulations.

8. Place of jurisdiction and applicable law

The business dealings between us and the supplier are governed in all cases by the material Swiss law, excluding the provisions of conflict of laws and excluding the terms of the Vienna Convention on Contracts. The **place of jurisdiction** for all disputes is **CH-8355 Aadorf**. The ordinary courts will hear any cases. We reserve the right however as an alternative to take the case against the supplier in his normal place of jurisdiction.