

1 Scope of application

- 1.1 These General Terms and Conditions of Purchase (GT&CP) shall apply in business transactions between Gilgen Logistics AG (hereinafter Gilgen) and its suppliers with regard to the purchase of goods and services. The GT&CP shall be an integral part of every contract between Gilgen and its suppliers.
- 1.2 Terms and conditions of business contrary hereto, in particular, supplier terms of delivery or specific agreements, shall be binding only insofar as Gilgen has expressly agreed to them in writing. The application of General Terms and Conditions of the supplier shall be hereby expressly excluded.
- 1.3 The supplier accepts these GT&CP by submitting an offer or by accepting a purchase order or acknowledging an order from Gilgen.

2 Offer, purchase order, conclusion of a contract

- 2.1 Offers and cost estimates from suppliers shall be binding and provided to Gilgen free of charge.
- 2.2 Purchase orders placed by Gilgen shall be based exclusively on these GT&CP.
- 2.3 Only purchase orders or order confirmations placed or issued by Gilgen in writing or electronic form shall be legally binding for Gilgen. The same shall apply to deviations from purchase orders.
- 2.4 Purchase orders must be acknowledged by the supplier in writing without delay. If the supplier deviates from the purchase order in its letter of acknowledgement, it must point this out to Gilgen without delay.
- 2.5 The supplier must state the purchase order number, references, reference number and date of the contract from Gilgen in all documents, including invoices.

3 Prices, payment

- 3.1 The agreed prices are fixed prices and shall not be subject to changes.
- 3.2 Prices shall include all incidental expenses for packaging, transportation, insurance, customs clearance, etc. Value-added tax shall be shown separately.
- 3.3 Price changes shall be valid only if Gilgen has given its prior written consent to the change.
- 3.4 Payments shall be made by Gilgen within 30 days net of complete receipt of the goods or provision of the service.

4 Delivery and passing of risk

- 4.1 Agreed delivery dates shall be binding and must be strictly observed. Receipt at Gilgen (at the specified delivery address) shall be decisive. If the supplier cannot adhere to the agreed delivery date, it undertakes to inform Gilgen without delay. In such case, Gilgen shall be entitled to cancel the purchase order.
- 4.2 Unconditional acceptance of a late delivery shall not constitute a waiver by Gilgen of claims based on late delivery or performance.
- 4.3 Where delivery includes assembly, the risk shall pass to Gilgen upon completion of assembly and acceptance.
- 4.4 Where delivery does not include assembly, the risk shall pass to Gilgen upon receipt at the place of delivery designated by Gilgen.

5 Incoming inspection

- 5.1 In the case of goods deliveries, Gilgen shall check within 20 working days of receipt whether the delivery matches the quantity ordered, and whether the goods have been damaged in transit or exhibit external defects. If such defects are detected, Gilgen shall report these in writing or by email.
- 5.2 Gilgen shall not be subject to any further duties to inspect or report.

6 Warranty and liability for defects

- 6.1 The supplier warrants that the goods or service delivered shall be free of defects, correspond to the agreed specification(s), condition and quality, exhibit all warranted features and conform to the recognised codes of practice and the currently applicable safety regulations.
- 6.2 The agreed specifications, representations and warranties shall form an integral part of the contract. Where these deviate from general standards, for example, with regard to tolerances, the agreed specifications, representations and warranties shall take precedence over the general standards.
- 6.3 The supplier warrants that the goods shall be properly packaged, and all provisions governing the transportation of the goods shall be complied with. If the transportation requires particular care with regard to packaging and the method of transport, Gilgen must be notified thereof. All parts of the delivery shall be clearly and durably/permanently indicated on the packaging (purchase order no., item no., product name).
- 6.4 The supplier represents and warrants that the goods or service delivered and the use thereof by Gilgen or customers of Gilgen shall not infringe third-party rights of any kind, including intellectual property rights.
- 6.5 Warranty claims arising from defects in quality shall become time-barred after three years. However, the limitation period shall be five years in cases where defects in a movable delivery item that has been installed into a facility by Gilgen as intended cause this facility to be defective. Warranty claims arising from defects in title shall become time-barred after five years, except where the law provides for a longer period.
- 6.6 The limitation period shall begin upon acceptance of the facility or, where delivery does not include installation into a facility, upon receipt of the last part-delivery by Gilgen. The respective time limit shall run anew in the case of replacement deliveries or rectifications.
- 6.7 Gilgen may report defects at any time within the time limits under Section 6.5.
- 6.8 If Gilgen reports a defect within the time limits referred to in Section 6.5, the supplier must, at its expense and at Gilgen's option, rectify the defect or deliver new defect-free goods or render the service in conformity with the contract.
- 6.9 If the supplier does not eliminate the reported defect within a reasonable period to be set by Gilgen, Gilgen shall, at its option and regardless of fault, at the supplier's expense, be entitled to:
- perform the rectification or new delivery itself or have the rectification or new delivery performed by a third party; or
 - demand a reduction in the price; or
 - rescind the contract in whole or in part and claim damages.

Gilgen shall not owe any remuneration in the event of rescission.

6.10 The right to assert a claim for further loss or statutory claims shall remain reserved.

6.11 The supplier shall be liable for its sub-suppliers to the same extent as for its own conduct.

7 Copyrights and rights of use

The supplier shall grant Gilgen the temporally and geographically unlimited and transferable right to use, market, reproduce or make public, in unaltered or altered form, the delivery or service and all results and documents relating thereto, whether within the Gilgen company or by delegation to third parties with or without remuneration.

8 Compliance and business ethics

The supplier shall abide by the respective applicable statutory standards, in particular, the competition and anti-trust laws, the employment and child protection regulations, the prohibition of the trafficking of women and the core Conventions of the International Labour Organization, the restrictions of the use of certain hazardous substances in electrical and electronic equipment (EU Directive 2011/65/EU, RoHS Directives), the provisions concerning the registration, evaluation, authorisation and restriction of chemicals (Regulation (EU) No 1907/2006, REACH) as well as the provisions against counterfeiting and governing the protection of the environment and health. The supplier shall not use any conflict raw materials.

9 Origin of goods, invoice details

The supplier's shipping invoice shall be used for import customs clearance into Switzerland. The following details are essential for correct customs processing and must be mandatorily indicated on the supplier invoice:

- billing address (Gilgen Logistics AG, Wangentalstrasse 252, CH-3173 Oberwangen)
- delivery address (if different to the billing address)
- our purchase order number
- unique item number
- meaningful description of the goods
- unit price and total price on the basis of the numbers of units delivered
- customs tariff number (HS code) per item
- autonomous country of origin of each item
- preference characteristic per item
- details of international export controls relating to each item
- our ZAZ account (central settlement account number for customs purposes): 2622-7
- our VAT number (value-added tax number): CHE-106.094.454 MWST

The country of origin and the customs tariff number must be indicated on the order confirmation.

10 Confidentiality and data protection

10.1 The supplier undertakes to comply with the provisions of Swiss data protection law and, where applicable, also the European General Data Protection Regulation.

10.2 The supplier undertakes to keep secret all information obtained from Gilgen, in particular, trade secrets, technical documents, work results and findings, and to not use such information for its own purposes, nor pass on such

information to third parties or make it public, nor use such information in any other way.

11 Place of performance

The place of performance shall be the location where the goods are to be delivered, or the service is to be rendered, according to Gilgen's purchase order.

12 Applicable law and place of jurisdiction

12.1 Swiss substantive law shall apply. The applicability of conflict of law provisions and the UN Sales Convention shall be excluded.

12.2 **Bern, Switzerland**, shall be the exclusive place of jurisdiction.