



General Purchasing Conditions

1. General

These General Purchasing Conditions are applicable to all future business with the Supplier. Orders are valid only if placed in writing. The order must be confirmed immediately on receipt by returning a signed copy of the order. If confirmation is not received within 3 days of the order date, it will be assumed that the order has been accepted in its original form. By confirming the order, the supplier accepts the present General Purchasing Conditions. These General Purchasing Conditions take precedence over sales conditions of the supplier. The latter will be valid only if expressly confirmed in writing by GINOX SA. The same applies for contradictory conditions contained in offers and order confirmations. All agreements and relevant declarations of the contracting parties are not valid unless in writing.

2. Plans, technical documents and production equipment

Plans, technical documents such as drawings, specifications and calculations, etc., which GINOX SA provides to the supplier, are binding. The supplier must check the details provided by GINOX SA and contact GINOX SA to clarify any discrepancies. GINOX SA retains all rights to the plans, technical documents, samples, production equipment such as models, tools etc. supplied by them. These, including copyrights, are the property of GINOX SA and may not be disclosed to third parties, copied or used in any other way without the consent of GINOX SA. The supplier must return all plans, technical documents and production equipment to GINOX SA following delivery and / or in the event of a contract being terminated. GINOX SA will not pay for any Design, Plan, Model created in respect of an offer, tender or order except if especially agreed in doing so in writing.

3. INCO Terms and Delivery date, compensation

Applicable INCOTERMS (2010) are DDP, excluding VAT. Any deviation from this must be explicitly mentioned in writing. The delivery dates stated by GINOX SA in the respective orders are binding. The delivery dates relate to the supply of the contractually due order content at the place of fulfilment specified for the consignment. In the event of the delivery date being delayed, GINOX SA shall be entitled to insist on fulfilment or to relinquish subsequent delivery without setting an extension to the original delivery date. In either case, the supplier must compensate GINOX SA for any damages incurred. Without prejudice to any further claim by GINOX SA for the indemnification of any costs, money paid, damage or prejudice, for any delay in delivery of all or part of the Products or delivery of Products not compliant with the Contract, the Customer is automatically entitled to claim compensation at a daily rate of up to 1% (one percent) of the Contract value, until delivery has been made in compliance with the Contract. This compensation may be claimed in addition to any costs or expenses incurred by the Customer as a result of the non-compliance and/or incurred to come up with the non delivery or the non-compliance.

4. Place of performance and Transfer of use and risk, insurance

The place of performance is the handover location stated in the order. In all cases, use and risk of the ordered contractual content does not pass to GINOX SA until delivery to the place of fulfilment stated on the order. GINOX SA remains entitled to check, approve or reject the object at the place of performance. The object is deemed approved if no notice of defect has been given to supplier in writing within 10 working days after date of delivery. The supplier is required to insure the object to be delivered to an adequate extent and at his own expense against the normal risks in the branch. GINOX SA assumes that insurance cover is included in the offered price.

5. Shipping, packaging and transportation

Compliance with the shipping and packaging instructions of GINOX SA is required for transportation. The supplier shall provide Packing Materials which shall afford sufficient protection and shall be suitable for the intended mode of transport being utilised to deliver the Goods to the place of performance. The cost of suitable Packing Materials shall be included within the cost of the Goods and Services provided. The supplier shall, wherever possible, use recyclable packing materials. At the request of GINOX SA, the supplier must

take back the packaging material free of charge. Any damage caused by inadequate and/or inappropriate packaging shall be the responsibility of the supplier. Partial and residual consignments must be identified as such. Every consignment must be accompanied by a delivery note, insofar as GINOX SA has not issued any contradictory instructions.

6. Warranty and fault rectification

The supplier warrants that: i. Goods; correspond to the agreed specifications and are free from defects in material, workmanship and title. ii. Services; are rendered in a skilful and professional manner and in accordance with the Specifications. Where no specifications or samples are available at time of Purchase Order, the Goods and Services shall fit the purposes to which they shall be used by GINOX SA as well to generally accepted industrial quality standards. Longer warranty periods under the law applicable in each particular case shall take priority. GINOX SA is entitled to notify defects within the warranty period without observing a specific notification period. Specifically, a payment made by GINOX SA does not indicate acceptance with regard to quantity, price and quality and does not, in any way, affect the defect notification right of GINOX SA. The warranty period is 24 months and starts on the date of putting into service at the handover location. The supplier undertakes to rectify all defects notified by GINOX SA within the warranty period at first request and without charge to GINOX SA. Should the supplier fail to meet its warranty obligations, GINOX SA shall be entitled, as it sees fit, to either have proper fault rectification made by supplier, to invoke a price reduction or to return the delivered contractual content against reimbursement of any payment or payments already made at supplier's expense. Furthermore, GINOX SA reserves the right to assert damage claims against the supplier for non- or substandard fulfilment.

7. Installation services

Prices quoted and contracts signed might include installation services if expressly mentioned in writing on the quote, offer, purchase order or contract. In such a case the word "Goods", "Object", "Product" are replaced by the word "Services" in this document.

8. Patents and trademark rights, confidentiality

The supplier guarantees that the delivery or use of the contractual content supplied by it do not represent an infringement of any third party patent or trademark rights and undertakes to indemnify GINOX SA in full from any third party claims. In the event of third party patent or trademark rights being infringed, GINOX SA shall be entitled, as it sees fit and irrespective of any blame on the part of the supplier, to terminate the contract and / or assert damage claims against the supplier. All data which might be of use to a third party or deserve special protection, provided that such data is not in the public domain, shall be treated in confidence by the contracting parties and may not be made available to third parties without the consent of the other contracting party. The contracting parties shall take suitable organizational measures to comply with these secrecy obligations.

9. Confidentiality

The supplier is prohibited, without prior written approval from GINOX SA, from disclosing to third parties contractual agreements or information about which it gains knowledge through fulfilling the terms of the contract. Should this confidentiality obligation be infringed, GINOX SA shall seek damages from the supplier.

10. Data protection / personal data

GINOX SA note that data of the supplier will be stored and processed based on the General Data Protection Regulation (GDPR). The Supplier undertakes to comply with the relevant data protection regulations, in particular the provisions of the GDPR when providing the contractual service. Without prejudice to the further provisions in this section 10, he is responsible for the lawful handling of personal data provided by GINOX SA for the provision of the contractual services. The Supplier is also responsible for compliance with



formal data protection regulations (e.g. appointment of a data protection officer, performance of a data protection impact assessment, maintenance of processing lists). The Supplier undertakes to process the personal data provided by GINOX SA exclusively in a lawful and transparent manner, in good faith and exclusively for the provision of services covered by the contract. Any further use of the data, in particular for the Supplier's own purposes or for the purposes of third parties, is not permitted. Furthermore, the Supplier will limit the processing in terms of content and time to the necessary extent and will ensure the accuracy of the data and their integrity and confidentiality. The Supplier undertakes to take technical and organisational measures to the extent provided by the relevant data protection regulations in order to safeguard the confidentiality, availability, integrity and authenticity of the personal data provided by us. This obligation also includes measures to ensure data protection through technology (Privacy-by-Design) and data protection-friendly presets (Privacy by-Default). The Supplier undertakes to use only employees who have been made familiar with the statutory provisions on data protection and the special data protection requirements of our orders and orders through suitable measures and who, insofar as they are not already subject to appropriate statutory confidentiality obligations, have been fully committed in writing to confidentiality in order to provide the services covered by the contract.

11. Prices, validity of quote

The prices for the Goods and Services are specified in the Purchase Order and as agreed between the contracting parties. No other costs shall be accepted unless specifically indicated in the Purchase Order. All duties, taxes and charges shall be shown separately and on a cost basis on all invoices. Any price reductions occurring between the time of the purchasing order and the time of delivery must be passed on in full to GINOX SA. Save where expressly agreed otherwise, the prices are quoted inclusive of tax, levies, customs duties, charges and packaging. GINOX SA is entitled to terminate the delivery contract with the supplier if there is reason to suppose that the supplier is making deliveries at prices which are not consistent with the market. The prices are quoted in the currency designated in the Purchasing Order. All prices must be mentioned in CHF (Swiss Francs). Prices quoted in any other currency are subject to change to the exchange rate (selling price) as published on OANDA.com on the date of quote/offer. The price shown in the offers are valid for a minimum of 1 year unless stated otherwise. Prices on contract and / or purchase order are fixed and binding for the entire acceptance quantity and delivery period.

Any Quote is deemed valid for a period of 24 months or 6 months after the planned delivery date, whatever period the longer.

12. Invoicing and payment terms

All supplies are to be billed on delivery; a separate invoice being issued for each individual order. Unless otherwise agreed in writing and observing the contractual and defect free supply of the contractually owed content, as well as the associated documentation, invoices fall due for payment within 90 days of being issued. In the event of payment within 30 days, GINOX SA is entitled to deduct a discount of 3% from the value of the invoice. In the event of a payment between 30 and 60 days, GINOX SA is entitled to deduct a discount of 2% from the value of the invoice. In the event of substandard supplies of the contractually due content, the payment term shall commence following proper fault rectification

13. Assignment of claims, involvement of subcontractors, financial circumstances and duty of information

Assignment of claims arising out of the relationship of obligation between GINOX SA and the supplier is permissible only if the supplier has notified GINOX SA expressly and in advance of such assignment of claim and GINOX SA does not object to such assignment within ten days of due notification.

Involvement of sub-contractors: If the supplier intends to involve sub-contractors in the performance of his obligations, he must notify GINOX SA in writing in good time, stating the name of the appropriate sub-contractors and their activities and arrange for GINOX SA to approve the involvement of such sub-contractors in advance. The supplier remains fully liable for the performance of sub-contractors as for its own performance.

Change of ownership, bankruptcy or restructuring of the supplier: The supplier is required to inform GINOX SA immediately if majority ownership changes, if his financial circumstances may lead to bankruptcy or financial restructuring and he may then no longer be able to comply with his delivery obligations or if these are called into question. In such a case GINOX SA is entitled to cancel any purchase order and ask for reimbursement of any amounts already paid on a given purchase order.

Duty of information: The supplier is required to inform GINOX SA immediately in writing of any defects, which may have a detrimental effect on the object to be delivered or on its production, such as errors in documents made available by GINOX SA.

14. Compliance with the applicable legal conditions

The supplier guarantees to comply with the laws and conditions applicable to the product, especially those concerning environmental protection, product safety, occupational health and safety, human rights and child labour (UN, CE, HACCP, UL, SIA etc.). Should supplier not be compliant with said laws and conditions, GINOX SA must be notified in writing and the issue rectified immediately.

15. Place of jurisdiction and applicable law

The exclusive place of jurisdiction is Montreux, Switzerland. Swiss law only shall apply, excluding its choice of law principles.

The provisions of the United Nations Convention on Contracts for the International Sale of Goods, 11. April 1980, (UN Commercial Law [CISG]) are not applicable.

Confirmation Supplier

Company:

Street / No.:

Postcode / Town:

Given name / Name:

Position:

Date:

Signature: