

General Terms and Conditions of Purchase

1. Validity

These terms and conditions of purchase apply generally to goods and other services provided by third parties for BBC Bircher AG (hereinafter referred to as "buyer" or "we/us/our") They constitute an integral part of the contract with the supplier unless specified differently in a separate individual agreement.

Our terms and conditions of purchase shall apply exclusively; we shall not recognize terms and conditions of the supplier that conflict with or deviate from our terms and conditions of purchase unless we have given our explicit written consent to their application. Our terms and conditions of purchase shall also apply even if we accept the supplier's delivery unconditionally despite knowledge of terms and conditions of the supplier that conflict with or deviate from our terms and conditions of purchase. This shall also apply for all future transactions with the supplier.

2. Quotations

The inquiry is a request to the supplier to submit a quotation. Quotations, advice, demonstrations as well as technical documentation and sample deliveries are free of charge for the buyer. The supplier shall submit the final quotation in writing. The quotation shall be binding for three months from the date of submission.

3. Orders

Orders are only valid if placed in writing. Verbal agreements require our subsequent written confirmation. Orders must be confirmed or refused immediately, at the latest within 6 business days. The contract shall be deemed concluded as soon as the confirmation is received by the buyer. If the confirmation is not received by the buyer within the said period, the buyer shall consider this as refusal of the order and shall be entitled to conclude the contract with another supplier.

4. Delivery date

Orders are only valid if placed in writing. Verbal agreements require our subsequent written confirmation. Orders must be confirmed or refused immediately, at the latest within 6 business days. The contract shall be deemed concluded as soon as the confirmation is received by the buyer. If the confirmation is not received by the buyer within the said period, the buyer shall consider this as refusal of the order and shall be entitled to conclude the contract with another supplier.

5. Delivery quantity

If the supplier under-delivers, he is in default for the missing quantity without a reminder. Express written consent of the buyer is required for partial and advance deliveries. Additional costs incurred by non-compliance with instructions, incomplete or late delivery, required shipping documents, or faulty delivery are borne by the supplier.

6. Default

For every business day of delivery delay, a contractual penalty of 0.5% of the order total is due. The order total is calculated from the specified order quantity and the respective item price of the delivery. However, the amount of the contractual penalty is capped at 5% of the order volume. The right to assert further damages is reserved. Additional costs for shipments that must be expedited due to supplier delay are borne by the supplier.

Failure to meet the agreed delivery deadlines entitles us, after setting a reasonable grace period, to refuse acceptance of the service and to withdraw from the contract and to demand compensation for non-performance. Acceptance of the delayed delivery or delayed performance shall not constitute renunciation of claims for damages. If it is already clear before the delivery date that the supplier cannot meet the delivery deadline, the buyer has the right to withdraw from the contract and decline the delivery. The buyer also has the option to withdraw if, during the course of manufacturing, it can be definitively predicted that the delivered item will not be suitable. The buyer's claims for damages are reserved.

7. Dispatch

Form of transport and route will be agreed at the time of conclusion of the contract. Consignments for which we are required to bear the freight costs – either in part or in full – must be transported by the supplier at the most favorable freight tariffs or in accordance with our dispatch regulations. The supplier must have the load secured by the collecting carrier in order to avoid transport damage as a result of missing or defective load securing.

The supplier shall be liable for all damage and costs resulting from insufficient observance or non-observance of our regulations. Even if dispatch has been agreed, the risk shall not pass to us until handover of the goods at the agreed place of destination. The processing of transport damage is the responsibility of the supplier. For suppliers from abroad, the obligations according to Incoterms 2020, clause DDP, apply.

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8. Packing

All deliveries must be packaged in such a way as to prevent damage during transport and while handling the parts. At our request, the supplier must take back the packaging at his own expense.

9. Delivery notes and invoice

Each consignment must be accompanied by a delivery note in duplicate, which contains all essential features of the order. The invoice must also include the origin of the goods for customs purposes. If information is missing and this results in delayed processing by us within the scope of our normal business dealings, payment periods shall be extended by the duration of the delay.

10. Warranty and Notice of Defects

The supplier guarantees that the delivered item is of high quality, that its manufacturing conforms to the best industry standards, does not have any defects that affect its value or its suitability for the assumed use, that it has the assured properties, and that it meets the prescribed services and specifications.

The delivered item must comply with the public-law regulations at the place of destination.

The warranty period is 24 months from receipt of the delivered items. If a formal acceptance is agreed upon or is customary, the warranty period begins with its successful completion. For tangible goods that are not immediately put into operation after delivery, the warranty period begins with their successful commissioning, use, etc., even in multi-shift operation. Where longer warranty periods are provided by law or according to industry-standard norms, these apply.

The supplier is liable for its subcontractors as for its own performance. He is responsible for ensuring that third-party products supplied by him are of impeccable quality.

The buyer's immediate obligation to inspect and give notice of defects pursuant to Art. 201 of the Swiss Code of Obligations is waived. The buyer can raise defect complaints during the entire warranty period. This applies to both patent and hidden defects.

We are entitled to the full extent of statutory defect claims; regardless of this, we have the right to demand from the supplier, at our discretion, rectification, conversion, reduction, or replacement delivery. The supplier bears all expenses necessary for the purpose of rectification or replacement delivery. The right to claim damages is reserved.

The same warranty applies to replacement deliveries and rectifications as for the original item, with a warranty period of 24 months starting from the date of the replacement delivery or delivery of the rectified item.

If the supplier does not comply with his immediate obligation for replacement delivery, or does not perform the necessary rectifications promptly so that the delivery meets the owed requirements, we additionally have the right to carry out the necessary rectifications ourselves or have them carried out by a third party. The supplier is to bear the costs arising from this. A claim for damages due to non-fulfillment is reserved.

11. Quality assurance/product liability

The supplier undertakes to monitor his processes continuously using statistical methods

- for the constant improvement of his processes and thus of his products
- for partnership-like cooperation in all matters of relevance to quality

The supplier permits us, or our designated representatives, to conduct product-specific process audits at any time, in order to evaluate the supplier's quality assurance protocols. We may agree upon specific tests, which are stipulated in a written testing directive, and adherence to these tests must be documented by the supplier. We reserve the right to inspect these documents at any time. Random sampling tests should yield zero defects, that is, no faulty component should be found. In the event a defect is discovered, we must be promptly notified in writing. The supplier is prohibited from proceeding with deliveries without a prior written exception approval.

The supplier must comment on the buyer's complaints in writing within 7 days indicating improvement measures and implementation deadlines.

If the supplier is responsible for product damage, he is obliged to indemnify us against claims of third parties for damages at the first request in so far as the cause lies within his sphere of organisation and control, and he is liable himself in an external relation. In this context, the supplier is also obliged to refund any expense resulting from or in connection with a recall action carried out by us.

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12. Intellectual Property Rights

The supplier guarantees and ensures that this delivery does not infringe upon any third-party rights.

If a third party takes action against us based on such rights, the supplier is obliged to indemnify us from these claims upon our first written request. The supplier's obligation to indemnify encompasses all costs that we necessarily incur from or in relation to the claim by the third party.

13. Tools

Tools, samples, gauges, drawings and other documents that we provide or have produced by the supplier for the manufacture of our articles are our property. This shall also apply for materials, parts, containers and special packing provided by us.

Tools must be treated and stored with care as well as insured against disasters such as fire, water, theft, loss and other damage at the expense of the supplier. Evidence of the insurance is required.

These documents must only be made available to third parties with our explicit written authorization and must be returned to us automatically following processing of the order.

14. Confidentiality

The supplier commits to neither disclose any knowledge or information acquired through our collaboration, or otherwise as a result of this partnership, to third parties, nor use such for their own or other purposes. Any information, drawings, technical terms, and conditions of delivery, etc., provided by the buyer for the production of the delivered item must not be used for other purposes, duplicated or disclosed to third parties. All copyright privileges belong to the buyer. All documents, including any copies or reproductions, must be immediately returned to the buyer upon request. If no delivery occurs, the supplier is automatically obligated to return the documents to the buyer.

The supplier must maintain confidentiality regarding the order and all related tasks or deliveries.

Should the supplier wish to advertise or publish information regarding this contractual relationship with us, he requires our written consent. The obligation for confidentiality persists even after the termination of the contractual relationship.

15. Performances by third parties

If a deliverable is specifically manufactured by the supplier for the buyer, according to the buyer's drawings and regulations, the supplier is not permitted to entirely or partially delegate this order to a subcontractor without the buyer's written approval. Subcontractors also include companies that are associated with the supplier through corporate affiliations.

16. Drawings and operating instructions

Prior to the start of production, the buyer must, upon request, be provided with detailed drawings for approval. Approval by the buyer shall not release the supplier from his responsibility for the functional suitability and practicability. The definitive execution plans, maintenance and operating instructions as well as lists of replacement parts for correct maintenance of the delivered item, must be handed over to the buyer free of charge and in duplicate upon delivery.

17. Force majeure

Neither the supplier nor the buyer are liable for the non-fulfillment of contractual obligations due to events of force majeure. Force majeure refers to circumstances that occur after the conclusion of the contract, which are unforeseeable and beyond the control of the party involved. The party invoking force majeure is obliged to immediately notify the other party about its occurrence and its anticipated duration. Otherwise, they cannot invoke force majeure.

18. Prices and price alterations

In the absence of any explicit, written agreement to the contrary, the agreed prices are fixed prices. They do not include value added tax. Any form of retrospective price alterations, even if they result from changes to the execution of the order requested by us, require our written approval. With deliveries from abroad, the price covers all delivery obligations as per Incoterms 2020, DDP clause. If the supplier is also obliged to provide assembly, this is included in the agreed price, unless special remuneration has been agreed explicitly and in writing.

19. Payment

Should our orders be delivered before the agreed date, the latter shall still apply for the determination of the payment date. The established payment period commences from the date the complete delivery is received alongside the corresponding invoice. Our payment terms are either 30 days with a 3% discount, or net 60 days (i.e., without deductions). The supplier may not assign or pledge any claims arising from the order without the prior written consent of the buyer.

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20. Data Protection

In the context of order processing, we are entitled to process personal data related to the supplier. This processing can particularly include the transmission to third parties in Switzerland or countries outside the European Economic Area that do not have an adequate level of data protection. If necessary, we ensure data protection through standard contractual clauses for the transfer of personal data to third countries. The supplier commits to observe and implement the provisions of Swiss data protection law and, if relevant, the EU GDPR. They commit to processing personal data only for the purpose of order processing. If the supplier processes our personal data as part of their service, they conclude a data processing agreement with us for this purpose and provide us with all necessary information to fulfil legal obligations.

Last amended: 21 July 2023

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21. Ethical Conduct

The supplier bears the responsibility to consistently comply with all applicable laws and regulations while maintaining high ethical standards. These standards include protection against corruption, unauthorized cartel formation, and the violation of intellectual property. Furthermore, the supplier commits to safeguard the fundamental rights of his employees and to provide adequate working conditions, including appropriate wages, working hours, and safe and healthy workplaces.

Similarly, the supplier is obligated to comply with all environmental laws, minimize the use of hazardous substances, and reduce resource consumption.

The supplier also pledges to extend these behavioral standards to their supply chain network and ensure their adherence. The supplier will retain pertinent documentation and furnish them to us upon request. We retain the right to undertake inspections. Failure to comply may result in the termination of our business relationship.

22. Place of jurisdiction and applicable law

The exclusive jurisdiction and place of performance for both parties is Beringen/SH, Switzerland. However, we are also entitled to take legal action against the supplier at his place of business.

Swiss law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict of laws principles.