

General Terms and Conditions of Purchase (GTCP) PETER HIRT GmbH Rev 07/2024

1. Scope

1.1 These General Terms and Conditions of Purchase (GTCP) apply to all orders and purchases of goods and services by PETER HIRT GmbH, Nänikon (hereinafter referred to as „Buyer“) from its suppliers (hereinafter referred to as „Supplier“), unless expressly agreed otherwise in writing.

1.2 The GTCP also apply in their current version to all future contracts with the Supplier, even if they are not expressly agreed again.

1.3 Conflicting or deviating terms and conditions of the Supplier shall not be recognized unless the Buyer has expressly agreed to their validity in writing.

2. Offers and Orders

2.1 Offers from the Supplier are free of charge and non-binding.

2.2 Orders from the Buyer are only legally binding if they are made in writing or in electronic form.

2.3 The Supplier must confirm each order from the Buyer immediately, but no later than within five (5) business days, in writing or electronically. A delayed confirmation shall be deemed a new offer and requires acceptance by the Buyer.

3. Delivery and Delivery Time

3.1 The delivery time stated in the order is binding. Partial deliveries are only permitted with the prior written consent of the Buyer.

3.2 The Supplier is obliged to inform the Buyer immediately in writing if circumstances arise or become apparent which indicate that the agreed delivery time cannot be met.

3.3 In the event of a delay in delivery, the Buyer is entitled to assert the statutory claims. In addition, the Buyer is entitled to demand a contractual penalty of 0.5% of the delivery value for each completed calendar week, but not more than a total of 5% of the delivery value.

4. Delivery Conditions

4.1 Unless otherwise agreed in writing, delivery shall be made „Delivered Duty Paid“ (DDP according to Incoterms 2020) to the delivery address specified by the Buyer.

4.2 Each delivery must be accompanied by delivery notes stating the order number, order items, item description, and quantity.

4.3 The Supplier is obliged to comply with the Buyer's shipping instructions and to properly package the goods to prevent transport damage. Damage caused by improper packaging shall be borne by the Supplier.

5. Prices and Payment

5.1 The agreed prices are fixed prices and include delivery DDP, including packaging and freight.

5.2 Unless otherwise agreed, payment will be made by the Buyer within 30 days net after delivery and receipt of the invoice.

5.3 Payments do not imply acceptance of the delivery as being in accordance with the contract.

6. Transfer of Risk and Retention of Title

6.1 The risk shall only pass to the Buyer upon acceptance of the goods at the agreed place of delivery.

6.2 Ownership of the delivered goods shall pass to the Buyer upon handover. An extended or prolonged retention of title by the Supplier is not recognized.

7. Notification of Defects and Warranty

7.1 The Buyer is obliged to inspect the goods within a reasonable period for any deviations in quality and quantity. Notice of obvious defects is timely if it is made within 10 business days of receipt of the goods.

7.2 For hidden defects, the notice is timely if it is made within 10 business days of discovery of the defect.

7.3 The Supplier warrants that the goods are free from defects and conform to the agreed specifications, standards, and generally accepted technical rules.

7.4 In the event of defects, the Buyer is entitled, at its discretion, to demand rectification or replacement delivery. The Supplier shall bear all costs incurred in connection with the rectification or replacement delivery.

7.5 If the Supplier does not properly or timely fulfill its warranty obligations, the Buyer is entitled to demand a reduction, withdraw from the contract, and/or claim damages.

8. Product Liability and Insurance

8.1 The Supplier shall indemnify the Buyer against all third-party claims arising from product liability, which are due to a defect in the delivered goods, to the extent that the defect is attributable to the Supplier.

8.2 The Supplier is obliged to take out and maintain adequate product liability insurance with a coverage amount of at least 5 million euros per claim. Proof of insurance coverage shall be provided to the Buyer upon request.

9. Confidentiality and Intellectual Property Rights

9.1 The Supplier is obliged to keep all information received from the Buyer, which is not in the public domain, confidential and to use it only for the execution of the order.

9.2 The Supplier guarantees that the delivery and use of the delivered goods do not infringe any patents, licenses, or other intellectual property rights of third parties. The Supplier shall indemnify the Buyer against all third-party claims arising from such infringement.

10. Force Majeure

10.1 Events of force majeure that make it impossible or unreasonably difficult to fulfill the contract entitle the Buyer to withdraw from the contract in whole or in part or to postpone the delivery date without the Supplier having any claims against the Buyer.

10.2 Force majeure includes, in particular, strikes, lockouts, natural disasters, riots, governmental actions, and other unforeseeable, unavoidable, and serious events.

11. Data Protection

11.1 The Supplier undertakes to comply with the statutory provisions on data protection, in particular the General Data Protection Regulation (GDPR).

11.2 The Supplier is obliged to take all necessary technical and organizational measures to protect personal data against loss, destruction, access, modification, or dissemination by unauthorized persons.

12. Place of Performance, Jurisdiction, and Applicable Law

12.1 The place of performance for all deliveries and services is the Buyer's place of business.

12.2 The place of jurisdiction for all disputes arising from or in connection with the contract is the Buyer's place of business.

12.3 The laws Switzerland shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

13. Miscellaneous Provisions

13.1 Amendments and additions to these GTCP as well as special contractual agreements must be in writing.

13.2 Should any provision of these GTCP be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.