

1. Applicability

These General Purchasing Terms and Conditions apply to all deliveries, services and offers of the supplier. Our orders are based exclusively on these terms and conditions. Any oral agreements or agreements made by phone are subject to a written confirmation.

The general terms and conditions of the supplier are not applicable, even if we have not objected to them expressly.

2. Orders, order confirmations

Purchase orders are only binding if they have been placed by us in writing. Any oral agreements, supplements and changes are also subject to written confirmation.

A written confirmation of order must be received within 3 days. If it deviates from the purchase order, we are only bound by it if we confirm a deviation in writing.

Acceptance of the delivery or service as well as any payments do not constitute consent.

3. Prices and terms of payment

The price indicated in the purchase order is a fixed price. Changes in prices are only binding if they have been acknowledged by us in writing.

The agreed price shall cover all costs for performing the contract. This includes, in particular, the packaging and transportation costs, insurance costs, outlays, any licensing fees and public charges.

Our payments will be made in accordance with the agreed terms of payment and regardless of an inspection of the goods. Accordingly, our payments do not constitute an acknowledgement of quantity, price and quality.

4. Delivery, term of delivery and consequences of delay

If it is not possible to comply with the term of delivery stated in the purchase order, we are to be notified of the shortest possible delivery period.

The agreed dates and quantities are binding. If the delivery date is not complied with, we reserve the right to cancel the purchase order without a reminder. We reserve the statutory claims for damages due to non-performance.

Partial deliveries or early deliveries are only permitted with our explicit consent. In the event of excess deliveries, we reserve the right to return the goods at the cost and risk of the supplier.

If a delivery is provided earlier than agreed, we reserve the right to pay the relevant invoice only after the agreed delivery date and after the agreed term of payment.

All correspondence, in particular delivery notes and invoices, must include our purchase order number.

5. Technical documents, specifications

All technical documents required for the manufacture of products, such as specifications, drawings, bills of materials, CAD data, etc., will be provided and are to be checked by the supplier for completeness and consistency after receipt. If it is recognisable that the product requirements specified in the technical documents contain any incorrect, unclear or incomplete descriptions, these are to be notified in an appropriate form without a special request.

6. Benefit and risk

Unless otherwise agreed, the benefit and risk shall pass upon arrival of the goods at the place of destination.

7. Documents, resources, protective rights

The supplier is responsible for ensuring that the delivery does not violate any third-party rights (copyrights, patent or trademark rights, etc.) or any statutory provisions.

The drawings, templates, samples, test instruments, tools, etc. remain our property and may not be copied or made otherwise accessible to third parties without our express written consent. The supplier may use these documents only for executing our purchase order.

On request, all documents including any copies are to be promptly returned to us, destroyed or deleted from all data carriers.

8. Inspection, warranty, liability for defects

Upon receipt of the goods, we will only check as to whether they comply with the ordered quantity and type and whether there is any apparently visibly transportation damage or defect.

We reserve the right to waive an incoming goods inspection, without the need to notify this in advance in writing or verbally. The supplier has to warrant, prior to dispatch, that the products delivered by it meet the quality requirements. The supplier waives any limitation of the period to give notice. The notice can also be given after processing or commissioning, irrespective of whether or not the goods have been paid.

The warranty claims vis-à-vis the supplier continue to exist also in the event of a late notice of defects. In the event of defective deliveries, the supplier is obliged to take all measures to minimise the damage or to definitely preclude any defects. Any non-compliant deliveries, which were sorted or reworked by the supplier, are to be marked specifically upon the next delivery. In urgent cases, we are entitled, at the cost of the supplier, to replace or repair defective parts and to eliminate existing damage or have these measures carried out by third parties. The supplier shall bear all verifiable, additional expenses incurred due to the defective delivery. As a rule, the supplier has to provide a written statement regarding the causes of the defects and the related actions. All other claims (in particular, the supplier's liability for indirect and consequential damages) are reserved.

9. Release from liability to third parties

The supplier undertakes to indemnify us from and against all third-party claims in connection with any defects of quality or title in the delivered product and to bear all related legal costs. The supplier is obliged to take out adequate business and product liability insurance that covers all possible damage and liability obligations.

10. Place of jurisdiction, applicable law

The place of jurisdiction for all disputes arising from all contractual relations shall be St. Gallen, Switzerland. The ordinary courts of law shall have jurisdiction. The Swiss substantive law shall be applicable, to the exclusion of international private law.

