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## 1. Validity of the GCP

1.1 These General Conditions of Purchase shall apply to all orders of TRISA AG (hereafter called Buyer). Delivery conditions of the Supplier contained in their GCP or order confirmations are herewith rejected. Acceptance of order confirmations or deliveries without any reservations does not constitute acceptance of such conditions.

1.2 Through the acceptance of an order by the Supplier, in which reference is made to these GCP, these shall become an integral part of the agreement. With the initial delivery at the present conditions the Supplier accepts their sole validity also for all further orders.

## 2. Ordering and contractual conclusion

2.1 Orders shall only be binding if they have been issued or confirmed by the Buyer in writing. Each order must be confirmed in writing by the Supplier within 3 working days following receipt of the order. The contract is deemed to be valid when the order confirmation, which shall correspond to the order and be signed by the Supplier, is received by the Buyer.

2.2 Changes in deliveries and performances may be requested as long as their overall character is maintained and the changes are reasonable. The resulting cost changes and adaptations of delivery times must be explicitly agreed upon in writing. Suppliers will be compensated for documented expenses which occurred prior to the changes in the order and have become obsolete. There will be no compensation for lost profits of the Supplier caused by changes in deliveries and services.

## 3. Prices

3.1 To the extent that nothing else has been agreed, the prices set are fixed prices. They include all agreed services and apply regardless of the place of performance. They include packaging and transport costs as well as taxes and levies excluding VAT.


3.2 Unless explicitly agreed in writing no compensation will be paid for the preparation of offers and the supply of engineering drawings, samples and equipment.

3.3 Price changes are only valid if they are agreed upon explicitly in writing.

3.4 Payments are made subject to satisfactory delivery at correct prices. In case of faulty or incomplete delivery the Buyer is entitled to withhold payment proportionally until performance has been effected in full.

## 4. Delivery deadline and consequences of delay

4.1 The delivery shall be due on the agreed date of delivery at the place of performance. In the event of delayed delivery for which the Supplier is responsible, additional transport costs, extra costs, express costs and any other possible financial consequences or losses resulting from the delayed delivery must be borne by the Supplier. The withdrawal of the Buyer in accordance with paragraph 7 shall remain reserved.

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4.2 In the event of a contractual penalty being agreed for the event of delayed delivery, then this shall comprise 3% per 5 working days of delay, although totalling not more than 20% of the price of the delayed delivery. In the event of the Supplier being late with a partial delivery, then the contractual penalty rates shall be calculated on the basis of the price of the entire performance owed by the Supplier whose utilization is impaired by the delay in the partial delivery. The rights of the Buyer to pursue claims for compensation shall remain reserved.

4.3 The Supplier can only appeal to the fact that the Buyer has not performed as was necessary if Supplier has requested it promptly and in writing.

4.4 Partial deliveries and premature deliveries may be made only with prior approval.

4.5 In case the agreed delivery quantity is exceeded by more than 3%, the Buyer is entitled to return the excess quantity to the Supplier at Suppliers cost.

## **5. Transport, transfer of risk, insurance and packaging**

5.1 Special transport methods and routes must be agreed. Unless nothing else has been agreed on an individual basis, deliveries are to be made DDP CH-6234 Triengen (Incoterms 2020).

5.2 Risk shall be transferred following delivery at the place of performance to a person of the Buyer authorised to receive such deliveries.

5.3 If the conclusion of a transport insurance policy is required, this must be agreed in advance.

5.4 The Supplier shall bear the full responsibility for proper packaging. Material damage to the goods being transported caused by insufficient or unsuitable packaging as well as financial consequences, losses or additional costs of the Buyer shall be borne entirely by the Supplier. Consignments are to be labelled with the Buyer's article number and the amount. The Supplier must call attention to the fact that special care must be taken in removing auxiliary structures and similar.


5.5 The article number of the Buyer together with the order number of the Buyer and the lot number must be confirmed on all documents (delivery notes, invoices).

5.6 The transfer of risks and rewards takes place upon delivery at the place of performance even if the transport is carried out and organised by the Buyer.

5.7 The Supplier warrants that the goods including packaging and parts comply with all applicable statutory and regulatory requirements at the place of performance.

5.8 Unless otherwise agreed in writing, the goods have to be delivered on Euro pallets (constructed according to UIC-Standard 435-2). Those will be exchanged as long as the EPAL exchange criteria are adhered to and the pallets are as good as new and not dirty.

## **6. Guarantee and quality**

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6.1 The Supplier guarantees as a specialist that the objects to be delivered do not exhibit any defects that reduce their value or suitability for their intended purpose, that the objects to be delivered possess the qualities that have been assured and correspond to the specifications and performance laid down by law. The Supplier additionally undertakes to carry out quality controls that are appropriate on a long-term basis. The objects to be delivered must correspond to the statutory provisions at the place of performance. Upon request, the Supplier provides copies of the test protocols to the Buyer.

6.2 The guarantee period shall last at least 24 months after delivery of the objects to be delivered.

6.3. Unless otherwise agreed in writing, the Buyer is not obligated to examine the goods of the Supplier with regards to defects upon receipt, not even by random tests. Claims can be made at any time throughout the whole warranty period, before and / or after processing and / or after the resale.

6.4 Should it become apparent during the guarantee period that the object of the delivery is defective (cf. Paragraph 6.1), then the Buyer shall be entitled to demand that the defect be rectified on the spot or the subsequent delivery of defect-free goods at the expense of the Supplier. In urgent cases the Buyer shall be entitled, following notification of the Supplier, to rectify the defect himself or to cause this to be rectified by a third party at the expense of the Supplier. In the event of the Supplier, despite the granting of a reasonable period of grace – insofar as this is not futile from the outset – fails to perform or fails to perform properly the demanded rectification or replacement delivery, then the Buyer shall be entitled at the expense of the Supplier to rectify the defect himself or to cause this to be rectified or to procure replacement. In each instance the Buyer shall be entitled to pursue further damages.

6.5 The Supplier shall be liable for Sub-Suppliers as for his own performances.

6.6 The guarantees granted by the Supplier for replacement deliveries and rectifications shall have the same scope as those granted for original deliveries.

6.7 Quality and technical changes in respect of order specifications and previous deliveries have to be notified immediately in writing. They entitle to a withdrawal of the order.

6.8 As a supplement to the GCPs, particular quality requirements can be agreed in a separate quality agreement.


## **7. TRISA AG Supplier Code of Conduct**

7.1 All products supplied to the Buyer shall be manufactured in accordance with the criteria of the TRISA AG Supplier Code of Conduct.

The criteria of the Code of Conduct of TRISA AG can be viewed at the following link:  
<https://www.trisa.ch/aqbaeb/>

In case of evident non-compliance with one or several provisions, the Buyer reserves the right to demand cessation of the ongoing production, to cancel relevant contracts; future orders and / or to discontinue the business relationship with the defaulting Supplier.

## **8. Withdrawal**

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8.1 In the event of the Supplier falling into arrears with respect to the delivery or the guarantee works in accordance with Paragraph 6.3, and if a reasonable period of grace has also passed without success, then the Buyer shall be entitled to withdraw from the Agreement and may refuse to accept the delivery, without the Buyer thereby incurring any costs.

8.2 Should it prove even prior to the delivery deadline that the Supplier is likely to fail to meet the delivery deadline, then the Buyer shall likewise be entitled to withdraw from the Agreement and may refuse to accept the delivery, without the Buyer thereby incurring any costs.

8.3 The Buyer shall furthermore be entitled to withdraw from the Agreement if it appears likely during the course of the manufacture that the object of the delivery will not be suitable.

8.4 The rights of the Buyer to pursue claims for compensation shall remain reserved.

### **9. Product Liability, Indemnity, Liability insurance**

9.1 In the event of the Supplier being responsible or sharing responsibility for the product damage caused by a defective and / or faulty product, then the Buyer shall reserve the right to take recourse wholly or to a reasonable extent against the Supplier. If it is possible to demonstrate without doubt that the product damage is attributable to the defective and / or faulty product of the Supplier, then the Supplier shall undertake to indemnify the Buyer against third-party claims for damages upon first demand. These regress claims of the Buyer shall be subject to the same limitation periods as the third-party claims arising out of product liability against the Buyer.


9.2 Within this framework the Supplier shall also be obliged to reimburse any possible costs resulting from or incurred in conjunction with a recall action conducted by the Buyer. Buyer shall inform the Supplier - insofar as this is possible and reasonable - about the content and scope of the recall measures which are to be performed, and shall provide them with an opportunity to respond to this matter.

9.3 The Supplier undertakes to maintain a product liability insurance policy with a flat-rate guarantee sum of at least CHF 5 million per incident of injury to persons / damage to property. In the event of the Buyer being entitled to further claims for damages, then these shall remain unaffected. The Buyer shall reserve the right at any time to demand a corresponding insurance certificate from the Supplier.

9.4 In addition to the cost of the faulty material, the Supplier may be charged with administrative expenses incurred in connection with the faulty delivery.

### **10. Legal warranty**

The Supplier must ensure that no third-party property rights (patents, samples, models, trademarks, copy rights etc.) are violated by the supply and utilisation of the offered objects. Otherwise, Supplier shall fully indemnify the Buyer.

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## **11. Intellectual property rights concerning documents and confidentiality**

11.1 All rights to documents (such as drawings etc.) and the objects represented therein which the Buyer hands over to the Supplier within the framework of a supply relationship shall be retained by the Buyer. The Supplier shall not be entitled to use these documents for any purpose other than for the manufacture and supply of the object of the delivery to the Buyer. In particular, Supplier shall not be entitled to use these for third-party orders, to publish these or to make these accessible to third parties in any other manner. Upon request, all documents together with all copies or reproductions thereof must be returned to the Buyer without delay.

11.2 The Supplier must handle the order and the works or deliveries associated therewith with confidentiality.

11.3 Technical documents of the Supplier or his subcontractors shall be treated with confidentiality by the Buyer. These shall remain the intellectual property of the Supplier or of the subcontractor.

11.4 In case of custom-made products the Supplier submits production drawings to the Buyer prior to production release. The indications on the drawings are binding; sample parts are intended for clarification purposes only. The approval does not release the Supplier from his product liability, in particular with regard to development, construction and manufacture. The final production plans, maintenance and operating instructions as well as spare parts lists are to be handed to Buyer by Supplier at delivery without any additional compensation.

## **12. Invoicing and terms and conditions of payment**

12.1 Separate invoices must be drawn up for each order, specifying the order number. Summary invoices per end of each week or month are possible subject to prior written agreement.


12.2 If not otherwise agreed, payment shall be performed within 30 days. The payment period shall begin upon receipt of the invoice, or if the goods are received following the receipt of the invoice, on the date on which the goods are received.

12.3 In the absence of the prior written consent of the Buyer, the Supplier shall not be entitled to assign his claims against the Buyer wholly or partially, or to dispose thereof in any other manner.

## **13. Force majeure**

13.1 The contracting parties shall not be liable for any failure to fulfill their contractual obligations as a consequence of events deemed to be "force majeure." The term "force majeure" refers to circumstances that occur following the conclusion of the agreement which are unforeseeable and objectively unavoidable.

13.2 The contracting party who invokes reasons of "force majeure" shall be obliged to notify the other party without delay about the occurrence thereof and the likely duration of the delay. If this notification is not provided or if it is provided late, then the party in question shall be liable vis-a-vis the contracting party for the resulting additional costs and financial consequences.

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13.3 The Supplier shall upon demand present an attested confirmation to the Buyer concerning the circumstances which Supplier considered to have constituted force majeure.

#### **14. Data protection**

Within the framework of the settlement of the order, the Buyer shall be entitled to process personal data. The Supplier in particular agrees that the Buyer may also make such data available to third parties for the purpose of settling and maintaining the business relationships. The Supplier shall take appropriate measures to ensure the data is protected.

#### **15. Concluding provisions**

15.1 Swiss law shall be applicable.

15.2 The place of performance for deliveries and payments shall be the place of destination specified by the Buyer, if not otherwise agreed, CH-6234 Triengen. The place of jurisdiction shall be the registered domicile of the Buyer. The Buyer shall, however, also be entitled to pursue claims against the Supplier at his registered domicile.

15.3 The Conflict of Laws as well as the UN Convention on Contracts for the international Sale of Goods are excluded.

15.06.2021, TRISA AG, Postfach, CH-6234 Triengen.