

General Terms and Conditions of Purchase (GTCP)

1. Scope of application

- 1.1 These general terms and conditions of Imoberdorf AG regulate the conclusion, content and execution of contracts for the procurement of goods and services.
- 1.2 With the submission of the offer, they are deemed to have been accepted by the supplier.
- 1.3 Changes or amendments must be confirmed in writing by Imoberdorf AG.

2. Offer

- 2.1 The offer, including the demonstration, shall be free of charge provided nothing to the contrary is specified in the quote request.
- 2.2 The supplier shall submit the offer on the basis of the quote request.
- 2.3 The offer is binding for three months following submission.

3. Order

- 3.1 An order submitted by Imoberdorf AG must be confirmed in writing by the supplier and within 3 working days - provided the goods cannot be immediately delivered from stock. It is therefore only valid when we are in possession of the order confirmation that has been signed by the supplier. By providing a signature, the supplier expressly recognises the following conditions.
- 3.2 The quantity ordered can, in exceptional circumstances (e.g. due to packaging units), be exceeded or fallen short of following consultation with Imoberdorf AG.
- 3.3 Deviations from our specifications must be noted in writing on the order confirmation and accepted by Imoberdorf AG. Obvious errors relieve Imoberdorf AG's responsibility, as purchaser, to comply with the contract.

4. Execution

- 4.1 The supplier commits to fulfil the contract professionally and carefully.
- 4.2 Changes or amendments to the contract must be executed in writing.
- 4.3 The supplier will regularly update Imoberdorf AG with regard to the work in progress and communicate in writing any circumstances that will impair the contractual fulfilment. Imoberdorf AG has the right to information and supervision concerning all parts of the contract at all times.
- 4.4 The supplier shall fulfil the contract personally and shall not enlist the help of third parties when working with Imoberdorf AG.
- 4.5 The supplier shall only utilise carefully selected, well-trained employees. The supplier shall particularly respect the interests of Imoberdorf AG in continuity. Upon the request of Imoberdorf AG, the supplier shall replace employees who do not possess the required specialist knowledge or who will impair the contractual fulfilment within a reasonable period of time.

5. Remuneration

- 5.1 The supplier shall provide the services at fixed prices or on a time and material basis with an upper limit on remuneration (cost ceiling). The supplier shall specify the cost types and rates within the offer.
- 5.2 The remuneration compensates all services necessary for the fulfilment of the contract. The remuneration principally covers the packaging, transportation and insurance costs, expenses and license fees as well as all public dues.
- 5.3 Reservations and price amendments are only valid if they have been expressly accepted by Imoberdorf AG in writing (letter, fax or email).
- 5.4 In the event of partial delivery, the packaging and shipment costs must only be calculated once.
- 5.5 The invoice must contain the order and item numbers of Imoberdorf AG, as specified in the order. Payment shall be subject to the confirmation of correctness of the delivered goods within the framework of the payment terms specified by the supplier or those negotiated with Imoberdorf AG.
- 5.6 Provided there has been no agreement to the contrary, the payment shall take place within 30 days following receipt of the invoice, and 30 days following receipt of the goods or provision of the service at the earliest.
- 5.7 Advance payments are effected exclusively upon the issuance of a bank guarantee valid for up to a week following the confirmed delivery date.

6. Place of fulfilment and risk assumption

- 6.1 Imoberdorf AG designates the place of fulfilment.
- 6.2 Use and risk are transferred to Imoberdorf AG at the place of fulfilment.
- 6.3 The delivery note must contain the order and item numbers of Imoberdorf AG, as specified in the order. Partial or excess deliveries are to be made clearly visible.

7. Observing confidentiality and property rights

- 7.1 The parties to the contract must treat all information that is neither obvious nor publicly available with utmost confidentiality. Confidentiality must be maintained both prior to the conclusion of the contract and following the end of the contractual relationship. Any legal obligations to provide information remain reserved.
- 7.2 If the supplier should wish to use this contractual relationship for advertising or publishing purposes, a written agreement from Imoberdorf AG is required.
- 7.3 All intellectual property rights resulting from the fulfilment of the contract (provision of service) shall belong to Imoberdorf AG.
- 7.4 All tools, cast models and gauges made available to the supplier by Imoberdorf AG or specially manufactured for Imoberdorf AG remain the property of Imoberdorf AG. The supplier expressly agrees to refrain from entrusting these to third parties without having obtained written approval first; neither for perusal nor use.
- 7.5 The supplier expressly agrees to immediately counter any third-party claims regarding breaches of property rights and will assume all costs, including damage compensation, which arise from Imoberdorf AG.
- 7.6 Imoberdorf AG expressly agrees to immediately inform the supplier of such claims and will make available all documents that would help the supplier's defence, provided reasons of confidentiality do not prevent this.

8. Default

- 8.1 If the supplier does not adhere to the agreed delivery date, it will be immediately deemed to be in default.
- 8.2 Imoberdorf AG can offer the supplier an extension that includes all statutory consequences (art. 107 CO).

- 8.3 If the supplier goes into default, it must pay a contract penalty to the amount of 0.5% of the remuneration per day of delay up to a maximum of 10% of the entire remuneration.
- 8.4 The payment of the contractual penalty does not relieve the supplier of any contractual obligations. In circumstances of force majeure, no contractual penalty must be paid.
- 9. Guarantee**
- 9.1 As a specialist with the knowledge of the intended purpose of the delivered goods, the supplier guarantees that the goods feature all the promised characteristics and display no physical or legal defects that would negatively affect their value or suitability for their stipulated use.
- 9.2 The supplier is liable for a true and careful execution and guarantees that its services are in accordance with the contractual requirements and specifications, as well as the latest state of science and technology.
- 9.3 The supplier is liable for damage caused by its employees carrying out their work.
- 9.4 Imoberdorf AG shall inspect the item of purchase without delay, within 30 days following delivery. When this period of time expires, the item of purchase is deemed as having been accepted.
- 9.5 If a defect is discovered, Imoberdorf AG may choose to deduct an amount from the remuneration corresponding to the reduced value, withdraw from the contract or request goods that are free of defects (replacement delivery). The replacement delivery can be implemented via the replacement of defective components.
- 9.6 The guarantee period is at least 12 months following delivery of the goods. Any identified defects shall be reported by Imoberdorf AG in writing.
- 9.7 Imoberdorf AG also reserves the right to file complaints - particularly those concerning hidden defects - following the expiration of the supplier's deadline. Following the expiration of the guarantee period, complaints may also be filed against defects that become apparent during commissioning or the subsequent processing of the delivered materials, or compensation for damages may be claimed.
- 9.8 Evidence of CE conformity (manufacturer's declaration), the instruction manual (at least in the German language) and any necessary quality papers are included in the scope of delivery.
- 10. Product liability**
- 10.1 The supplier must maintain sufficient product liability insurance for personal injury and/or property damage.
- 10.2 The supplier is obliged to inform Imoberdorf AG immediately and in writing of any problems with its products.
- 10.3 The supplier is obliged to provide Imoberdorf AG with any kind of service or support, including the provision of technical information and the granting of inspection rights, free of charge.
- 10.4 Imoberdorf AG will treat all information provided by the supplier with appropriate confidentiality and care.
- 10.5 The supplier indemnifies Imoberdorf AG from all damage to property and personal injury caused by actions or omissions by the supplier or its employees, which may also result in liability on the part of Imoberdorf AG.
- 11. Product Compliance**
- 11.1 By accepting the order, the supplier confirms that his product complies with the applicable regulations of the European Union (EU).
- 11.2 The supplier undertakes to provide all necessary declarations such as proof of conformity and other documents in sufficient quantities in paper or electronic form at its own expense.
- 11.3 In addition, if necessary, the Supplier must comply with international standards or the standards of other countries, such as the USA and China.
- 11.4 The supplier undertakes to grant Imoberdorf AG access to risk analyses, security concepts and other relevant documents relating to the safety of the delivered product upon first request and to provide Imoberdorf AG with copies of these if required.
- 11.5 The technical documents to be supplied include maintenance plans and spare and wear parts lists.
- 12. Revocation and cancellation**
- 12.1 An order can be revoked or cancelled in writing by either party to the contract at any time. The services provided up to the termination of the contract are to be compensated.
- 12.2 Claims for damages owing to an untimely termination of the contract remain reserved. The compensation of any profits lost is excluded.
- 13. Assignment and pledging**
- 13.1 The claims due to the supplier arising from the present contract must be neither assigned nor pledged without the prior written consent of Imoberdorf AG.
- 14. Applicable law and jurisdiction**
- 14.1 These general terms and conditions of purchase shall be principally applicable, in addition to the legal provisions of the Swiss Code of Obligations.
- 14.2 Other conditions that contradict these general terms and conditions of purchase shall not be applicable, unless agreed upon with Imoberdorf AG in writing.
- 14.3 The applicability of the UN Convention on the International Sale of Goods from 11 April 1980 (Vienna purchasing law SR 0.221.211.1) shall be expressly excluded.
- 14.4 The place of jurisdiction shall be the Thal-Gäu district court in Balsthal.

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