

General Terms and Conditions of Purchase

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1. Area of application

These General Terms and Conditions of Purchase apply to all our purchases in so far as we have not expressly agreed otherwise in writing with our contractual partner (also hereinafter called the «Supplier»). The Supplier's General Terms and Conditions of Business apply only in so far as we have expressly recognised them in writing. If a provision of these General Terms and Conditions of Purchase or of the contract should prove to be invalid in whole or in part, the contractual parties will replace the corresponding provision by a new agreement which comes as close as possible to its legal and financial result. All forms of transmission that enable proof by text (e.g. e-mail) are equivalent to the written form.

2. Orders / Confirmations

Only written orders to the Supplier are valid. Verbal orders, agreements or amendments are only valid if and in so far as we confirm them in writing to the Supplier. By explicit or implied accepting our order the Supplier confirms our General Terms and Conditions of Purchase. The confirmation must be returned to us, duly signed, within 5 days. If the confirmation has not been received after this period, the order is deemed to have been accepted at the conditions contained in the order in so far as one party has not told the other party within a further 5 days period that it does not wish to be bound by the contract. In this latter case, the contract is deemed as not having come into existence. Differing statements from the Supplier are only valid if we expressly accept them in writing. Our orders may not be passed to third parties without our written consent.

3. Prices

Unless expressly agreed otherwise, the prices defined in the order are deemed to be fixed prices, delivered place of destination, including packing, excl. VAT. If orders are placed without a price or with an indicative price, we reserve the right to approve the price after receiving the order confirmation or the invoice. Additions to or reductions of the cost due to order amendments must be agreed before delivery.

4. Delivery times / delivery

Deliveries are due in each case at the place of destination on the agreed date. Partial and early deliveries are only allowed after corresponding express agreement in writing. Partial deliveries must be clearly marked as such on the despatch documents. We reserve the right to refuse acceptance of over-deliveries and, in the case of under-deliveries, to require delivery of the missing balance at the same conditions.

The Supplier undertakes to undertake the supply appropriately and in a professional manner and use the most suitable materials. The Supplier must comply with each and every special requirement and instruction specified in the order. We are entitled to check the progress of the work in the manufacturer's or Supplier's premises. Agreed contractual penalties are due for payment without proof of loss or damage on the occurrence of an event triggering a penalty.

5. Consequences of default

If the Supplier is in default and a reasonable grace period has elapsed without remedy to the default, we have the right to insist on the fulfilment of the contract, or else to withdraw from the contract without any monetary consequence and to waive delivery. We always reserve the right to assert claims for compensation.

If a delayed delivery or the avoidance of a delayed delivery renders a method of delivery necessary which is more expensive than the one originally agreed, the Supplier must bear the additional costs.

6. Force majeure

If the Supplier invokes force majeure as justification for non-performance or defective performance, he is obliged to inform us immediately at the time of the occurrence or at the moment when such an event can be foreseen and, in the event of default, to inform us of its likely duration. If he fails to do so, he may no longer invoke force majeure at a later date. Shortages in raw material and delays of suppliers and sub-suppliers are not considered as force majeure events.

7. Confidentiality / intellectual property rights

All rights to drawings, samples and other documents which are supplied as well as all details derived from such drawings, samples and other documents remain in full with us and all other lawful owners who have made these documents available to us, and may be neither copied nor made accessible either directly or indirectly to third parties. The purpose of all documents is exclusively for the manufacture and supply of the goods which are ordered. We refer to the provisions of law relating to intellectual property rights, including but not limited to the relevant provisions of product, copyright, trade mark, patent and design law.

All documents must be returned to us and/or deleted without being so requested after the performance or cancellation of the order. The Supplier itself, its employees, auxiliary persons and involved third parties, must treat the order and the information acquired as a result of the order as strictly confidential. The Supplier is responsible for ensuring that no third party copyrights, patents, trademarks, utility models or other third party legal titles are infringed. He is liable in full for all consequences of infringements of this nature.

8. Insurance

The Supplier has a sufficient business liability insurance, which includes business liability, product liability, fire and water damage insurance. Upon request, the Supplier shall provide evidence of the insurance coverage by a written confirmation issued by the insurance company.

9. Tools / devices / models

All technical means for work as well as tools, implements, machines, means of transport, lifting and materials handling equipment must comply with the recognised principles of engineering as well as the Health and Safety Regulations and be equipped with the necessary protective devices against accidents and industrial disease. The Supplier guarantees impeccable production that complies with the relevant legal requirements.

Devices, gauges, tools, models etc which we have paid for or made available as a loan must be treated with care and, unless otherwise agreed, returned to us in perfect condition after completion of the order. Any use for or by third parties is prohibited. Repairs and alterations to material and implements are not permitted without our express consent. The equipment we made available must be properly stored and maintained; the Supplier must also insure such equipment against all loss or damage at his own expense.

10. Transport / Packaging

Unless otherwise agreed in writing, the goods will be transported to the place of destination at the Supplier's expense and risk. Benefit and risk do not pass until the moment in time when we accept the goods. A delivery note must be attached to each consignment; in the case of consignments to different places of destination, separate advice notes must be sent to us for each destination. The items must be clearly marked. Delivery must be made by the lowest cost and most environmentally friendly way. Transport insurance and express deliveries must be agreed. The Supplier is responsible for protection which is suitable for the method of transport. In the case of consignments which are imported from factories abroad, the Supplier is responsible for correct customs declarations. If applicable, the Supplier must ensure that we are listed as the importer for Swiss import tax purposes and that all requirements for import tax assessments are met so that we can claim the input tax deduction in the VAT return. The Supplier shall be liable for any errors and omissions. We are entitled to return the packaging to the Supplier in return for a credit note for the amount invoiced to us for the packaging. The Supplier is liable for damage during transportation due to inadequate packing.

11. Guarantee / notification of defects

The Supplier guarantees that the goods supplied, resp. the used material comply with the warranted and required performance and specifications. The goods supplied must comply in all aspects with the public law requirements at the place of destination or regulations issued for the protection of persons or property.

The Supplier will provide a comprehensive guarantee for 24 months after acceptance of the goods by us. The guarantee for replacement deliveries must be provided again in the same manner. If it becomes evident during the term of the guarantee that the goods which were supplied do not comply with the required qualities, the Supplier is obliged to rectify the defects at his own expense and to pay for further loss or damage. In urgent cases we have the right to arrange for the defects to be rectified or eliminated at the Supplier's expense. We reserve the right to make further statutory claims. All other statutory warranty claims, such as the right to reduction or rescission (including damages), remain reserved. The Supplier is aware that the goods supplied and which are incorporated into our products are used worldwide. Defects will be rectified as soon as possible. However, no specific period is set in this respect. Payments made and acceptances issued in respect of goods are not deemed to constitute waivers of notification of defects.

12. Invoicing / conditions

Invoices must be issued immediately after delivery. It is essential that we have exact details of the order number, weight, number of items, precise description of the goods, in particular article number, drawing number incl. index and account assignment. Origin criteria must also be indicated on all invoices (country of origin, customs tariff no. etc.), so that a complete traceability is possible. Unless agreed to the contrary, payment will be made within 60 days or 30 days less 2% discount of acceptance of goods. We reserve the right to off-set the price against monies owed to the Supplier.

13. Disposal

The Supplier guarantees that the goods supplied, including packing material, are environmentally friendly and can be disposed of without special precautions. If the goods or the packing material contains substances that are harmful to the environment, the Supplier must inform us in writing prior to delivery, otherwise he is obliged to take back the substances he delivered for disposal at his own expense.

14. Product liability obligations

The Supplier hereby expressly holds us harmless in full and in all aspects against all third party claims which arise from product liability obligations in connection with his deliveries and which are raised against us and will indemnify us for or loss or costs arising therefrom.

15. Data protection

Both parties undertake to comply with the applicable provisions on data protection. In this regard, we refer to our privacy policy on our [website](#).

16. Material Compliance

The Supplier undertakes to comply fully with the material compliance regulations customary today. In particular, the Supplier undertakes that the products delivered and their packaging comply with the ROHS II Directive and the regulations of REACH.

17. Applicable law / place of performance / place of jurisdiction

The contract is subject to Swiss material law. The application of the United Nations Convention on Contracts for the International Sale of Goods («Vienna Sales Convention», CISG) and rules on the conflict of laws are excluded. The place of performance is the place of destination we specify.

The place of jurisdiction is at the registered place of business of Rapid Technic AG. The ordinary courts are the respective competent authorities.

These General Terms and Conditions of Purchase are drawn up in German and English. In case of contradictions, the German version is the binding version and prevails over the English Version.