

General Terms and Conditions of Purchase of SITAG by Nowy Styl AG

Sennwald, dated 10th June 2024

1 Validity

The General Terms and Conditions of Purchase – hereinafter referred to as GTCP – apply to all SITAG AG companies – hereinafter referred to as SITAG – unless the parties agree otherwise in writing.

Conflicting terms and conditions of SITAG's contractual partners – hereinafter referred to as Suppliers – shall only apply if SITAG accepts them in writing as binding. Our silence regarding the conflicting terms and conditions of the Supplier shall in no case be deemed consent.

2 Principle

Customer satisfaction is SITAG's top priority. SITAG relies on the support of its Suppliers to achieve this goal. SITAG expects its Suppliers to make every effort to achieve end customer satisfaction.

SITAG expects all its suppliers not to waste resources, to protect the environment and to respect social justice and ethical principles. This applies both to our own production process and to upstream processes. During the manufacture of products supplied to SITAG, the locally applicable regulations regarding working conditions, occupational safety, environmental protection, etc., must be complied with. SITAG has the right to check this at any time.

3 Enquiry and quotation

An enquiry from SITAG invites the Supplier to prepare a quotation for SITAG free of charge.

The Supplier must adhere to the specifications provided by SITAG. The Supplier must expressly point out to SITAG, at the latest when submitting the quotation, if the enquiry documents contain ambiguities or if the quotation deviates from the enquiry.

As a specialist, SITAG expects the Supplier to make suggestions for changes and optimisation in technical, qualitative and economic terms. These must be clearly identified in the quotation.

If tools, moulds or similar are necessary for the manufacture/provision of the requested products, the Supplier must inform SITAG of this fact and quantify the costs.

The Supplier shall disclose the production/provision process and the locations involved. Processes/services outsourced by the Supplier to third parties or purchased materials or assemblies must be identified in the quotation.

Unless the Supplier sets a different validity period in the quotation, it shall be binding for six months. SITAG remains free to decide how and to which Suppliers the products are awarded.

4 Order and conclusion of contract

Orders from SITAG must be confirmed in writing by the Supplier within one week of receipt of the order. If this deadline is not met or the confirmation contains deviations from our order, SITAG may withdraw from the contract without incurring any costs.

Our order number, article number, description and quantity must be stated in all correspondence (order confirmation, delivery note, invoice, etc.).

A delivery note clearly referencing our order must accompany all deliveries.

Invoices can be sent to SITAG by post or e-mail with a clear reference to our order and the delivery note.

5 Prices

The prices agreed between SITAG and the Supplier in the valid price lists shall apply to Sitag's orders. If no price lists have been negotiated, the price stated on the order shall apply. Prices on order confirmations and invoices of the Supplier that deviate from the agreed prices are not legally valid.

The prices include appropriate packaging.

The prices are fixed prices and exclude any kind of additional claims.

6 Delivery time and consequences of delay

Delivery is due on the agreed delivery date. Except in the case of fixed dates, SITAG shall grant the Supplier a reasonable grace period in writing in the event of a delay in delivery. If delivery is not made within the grace period granted, SITAG may withdraw from the contract in whole or in part and claim any additional and consequential costs incurred. SITAG can continue to insist on fulfilment.

Compliance with the delivery date/period shall be determined by proper receipt at the agreed delivery address or the faultless provision of the agreed service or successful acceptance.

If the Supplier realises that, for any reason, an agreed deadline cannot be met, they must inform SITAG immediately in writing, stating the reasons and the expected duration of the delay as well as any measures taken. In such cases, the Supplier shall nevertheless take all necessary measures to meet the delivery date or shorten the delay. The notification of an expected delay in delivery shall, in no case, change the agreed delivery date. Despite the notification, SITAG can also grant the Supplier a grace period.

The Supplier shall bear all costs incurred by SITAG due to late or non-delivery. Partial deliveries are only permitted after consultation with SITAG.

The Supplier can only invoke the absence of necessary documents to be supplied by SITAG if these are not made available by SITAG despite a written reminder and a reasonable deadline.

7 Packaging, transportation and transfer of risk

The Supplier is responsible for appropriate packaging to ensure that the goods reach the place of delivery in perfect condition. The Supplier shall be liable for damage caused by improper packaging.

Reusable packaging is free of charge for SITAG and will be taken back by the Supplier after every delivery. Return transportation shall be at the expense of the Supplier.

Unless otherwise agreed, the place of performance of the delivery/service obligation is the address of the SITAG company placing the order. For all other obligations of both parties, the place of performance shall be the registered office of the SITAG company placing the order.

Shipment shall be at the Supplier's risk. The risk shall pass to SITAG upon delivery to the agreed delivery address.

8 Warranty and liability

The Supplier warrants for two years that the goods/services are free from defects that limit the value or the intended use and that the goods/services have the warranted characteristics and comply with the statutory provisions applicable at the place of performance.

Changes to the goods/services or the production/service delivery process (e.g. changes to raw materials or production processes, relocation of production sites, outsourcing, etc.) may only be made after consultation with and written approval by SITAG.

SITAG shall check incoming deliveries as far as possible and as is customary, but at the latest when the delivery is processed. The Supplier shall be notified in writing of any defects discovered no later than 30 days after their discovery.

The Supplier shall, at the discretion of SITAG, immediately repair or replace any defective items reported. If the notified defect is not remedied by the Supplier within the set period, SITAG has the right to withdraw from the contract and to claim all additional and consequential costs incurred.

The Supplier shall bear all expenses necessary to determine and rectify the defect. This also applies to consequential damage caused by a defect.

The Supplier shall use everything necessary to maintain production at SITAG for repairs and replacement deliveries.

The Supplier undertakes to ensure that no substances are used in the manufacturing process that are on the prohibited list in accordance with the Swiss Chemical Risk Reduction Ordinance ("ChemRRV") or the legal regulations of the European Union and the Federal Republic of Germany, e.g. the REACH Regulation (EC No. 707/2023).

Chemicals for which there is a restriction on use according to the above-mentioned laws/regulations/directives must be below the detection limit.

Furthermore, the Supplier undertakes to comply with the applicable legal regulations of the European Union and the Federal Republic of Germany, e.g. the REACH Regulation (EC No. 707/2023). The Supplier shall inform SITAG immediately of any relevant changes to the goods, their deliverability, usability or quality caused by statutory regulations, in particular the REACH Regulation, and shall coordinate suitable measures with SITAG in individual cases. The same shall apply as soon as and insofar as the Supplier recognises or should have recognised that such changes could occur.

As long as the justification of our complaint is the subject of negotiations, the warranty period for the goods/services concerned shall be suspended from the time of notification to the Supplier until the conclusion of the negotiations or until the defect has been remedied.

9 Product liability

The Supplier guarantees that the delivered goods/services comply with the applicable regulations and are state of the art in terms of safety.

If the goods/services have been used by SITAG as intended, the Supplier shall assume all product liability claims asserted against SITAG as a result of the goods/services. The Supplier shall indemnify SITAG against any claims, demands, obligations and the resulting costs arising from a product liability claim.

10 Terms of payment

Unless otherwise agreed, payment is due 30 days after receipt of a correctly issued invoice but no earlier than 30 days after the goods/services have been delivered/rendered free of defects to the agreed delivery address.

In the case of advance payments, the Supplier must provide appropriate security on request (e.g. bank guarantee).

11 Material and information provided

The ownership of materials and information provided by SITAG to the Supplier to fulfil its delivery obligations (drawings, data, auxiliary materials, tools, devices, processes, etc.) shall remain with SITAG. These materials and information may only be used to manufacture SITAG parts. If the material provided is installed or processed further, ownership of the resulting item shall pass to SITAG upon installation or further processing. SITAG may reclaim materials provided at any time.

12 Patents, copyrights and property rights

The Supplier shall be liable for ensuring that the goods/services supplied do not infringe any third-party property rights. The Supplier shall bear all damages and consequential costs incurred by SITAG and its sales partners due to infringements of industrial property rights. This liability does not apply to products designed/constructed by SITAG.

If SITAG participates in or fully assumes the costs for tools, moulds, devices, etc., all property rights, copyrights and similar rights shall be transferred to SITAG upon payment of the agreed amount.

All drawings, samples, copy models, processes, etc., made available to the Supplier shall remain the property of SITAG, and the Supplier undertakes to keep this information confidential. Without the permission of SITAG, these may not be copied, handed over to third parties or used improperly in any other way. The Supplier undertakes to require its employees and any subcontractors to maintain this confidentiality in an appropriate manner.

13 General

If individual provisions of this contract become invalid in whole or in part, the remainder of the contract shall remain in effect, and the invalid provisions shall be replaced by appropriate provisions.

The legal relationship between SITAG and the Supplier shall be governed by the provisions of any individual contract, these General Terms and Conditions of Purchase and, in addition, by the relevant Swiss law, in that order. In the event of contradictions, priority is determined by the order of the above list.

14 Applicable law

The law of the domicile of the ordering SITAG company shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

15 Place of jurisdiction

The place of jurisdiction and place of performance for payments is the domicile of the SITAG company placing the order.

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