

## General Terms and Conditions of Purchase

### 1. General

- 1.1 Acceptance of our order or delivery of the goods ordered constitutes acceptance by the supplier of the following conditions and any special terms contained in our order forms. The order shall be deemed accepted unless with 5 working days of receipt it is rejected in writing or a written request is made for a deadline extension in a specific case.
- 1.2 Other deviating terms and conditions shall only be binding if the supplier makes express written reference to these and we expressly accept them in writing. Such acceptance shall apply to this order only and shall be subject to any generally applicable framework agreement governing the business relationship.
- 1.3 In the execution of the order the drawings issued or approved by us shall be binding. Samples provided by us shall serve only for explanatory purposes.
- 1.4 Any change to products which have previously been the subject of the submission of samples or previous deliveries must be notified to us immediately in writing. If these are not indicated to us before an order is issued, then you authorise us to withdraw from the order and, if the notification is not given in good time, to insist upon the right to deliver the unaltered products.

### 2. Prices

- 2.1 Unless otherwise agreed, prices shall be fixed and shall include all incidental costs, which shall be subject to the same proviso, such as freight, insurance, export, transit, import and other permits and other authorisations and certifications. Similarly included in the fixed price shall be all taxes, charges, fees, customs duties and similar payments.

### 3. Delivery and transfer of risk

- 3.1 Unless otherwise agreed in writing, transfer of risk shall take place following delivery and unloading at the contractually agreed destination.
- 3.2 Unless otherwise agreed in writing the quantity delivered shall exactly match the quantity ordered.
- 3.3 Each delivery must be accompanied by a detailed delivery note. This must quote the contract, commission and order number, the order item, item description, quantity, gross and net weight and delivery address. Agreed partial and balance deliveries must be identified as such.
- 3.4 The supplier shall be under an obligation where we so request to retrieve its packaging and dispose of this in an environment-friendly manner.
- 3.5 To guarantee new products are used safely, the supplier shall enclose the following documents without further request:
  - Work equipment: Declaration of Conformity, Operating and Maintenance Instructions in the respective national language
  - PPE: Declaration of Conformity, Operating and Maintenance Instructions in the respective national language
  - Substances: Safety Data Sheets

### 4. Delivery lead-time and consequences of delay

- 4.1 Delivery shall be due on the agreed delivery date or at the end of the delivery lead-time at the destination. Failure to observe the agreed times or dates shall constitute default by the supplier and no reminder will be issued.
- 4.2 The supplier may only invoke a failure in delivery by the client of its performances if it has requested these in due time and in writing and has issued a reminder.
- 4.3 For partial deliveries and early deliveries, conditions (e.g. III 6.) and times dependent upon the delivery date shall nevertheless be determined according to the dates set by contract.
- 4.4 If a delivery is delayed for reasons not attributable to us, then we may claim compensation for delay of 5% per week or part thereof, calculated on the contract price of the order affected by delay. Otherwise the legal remedies provided for in accordance with Article 107 (2) of the Swiss Code of Obligations shall apply.

### 5. Acceptance testing and complaints

- 5.1 Unless expressly otherwise agreed the supplier shall be under an obligation to inspect or arrange the inspection of the delivery at its cost. There is no obligation on our part to inspect the delivery. Acceptance of the delivery shall not constitute approval.
- 5.2 The period for complaints corresponds to the warranty period.

**6. Warranty and liability**

- 6.1 The supplier warrants on its behalf and that of its sub-suppliers that its delivery is free from defects. It warrants in particular that the contractual performance does not have any defects that impair its value or suitability, that it has the promised characteristics and corresponds to the performances and specifications stated in the order and that the contractual performance is fit for its intended purpose, without any reservations, and that it complies with the laws, rules and regulations in force at its destination.
- 6.2 Unless otherwise agreed in writing, the warranty period shall be 12 months. The warranty period begins with the successful use of the supply and if the delivery is not immediately processed further or brought into operation only after further processing or successful bringing into operation and ends at the latest 36 months after delivery takes place.
- 6.3 Our warranty claims may be in the alternative forms of repair, price reduction or compensation for loss, including damages for defects and losses as a consequence of these. In urgent cases or in the event of the supplier delaying in taking action we shall be entitled to clear or arrange clearance of the defects at the cost of the latter.
- 6.4 For replacement deliveries or repair work the warranty period starts anew.

**7. Product liability**

- 7.1 The supplier is aware that its products are used worldwide in climbing aids for passenger transportation installations. The products to be delivered must reflect the current state of science and technology relevant to the delivery and offer the level of safety which taking into account all circumstances and the relevant product safety regulations may be expected of it.
- 7.2 The supplier declares that through its normal business insurance or in another suitable manner it has taken measures to ensure that product liability claims can be met by it to a sufficient extent.
- 7.3 In the event that we have a product liability claim made against us the supplier shall be under an obligation, regardless of the basis of liability, to indemnify us for such claims to the extent that the loss is the result of a defect in the supply provided by the supplier.

**8. Waiver and withdrawal**

- 8.1 We are entitled to check progress of the work at the plant of the supplier without this justifying any liability on our part.
- 8.2 If in advance of the delivery being due it can be foreseen that the supplier will exceed the delivery date or that the delivery will not be made on time, then we may allow the supplier a short period of grace which will be subject to the threat of us waiving the delivery or withdrawing from the contract (Article 366 (2) of the Swiss Code of Obligations).

**9. Confidentiality**

- 9.1 All information, drawings, tools, models and so on provided by us shall remain our property and shall be treated confidentially as trade secrets.
- 9.2 Products which are produced on the basis of our information or with our tools or tools based on these, should not be used by the supplier or offered to third parties.
- 9.3 Drawings, tools and models that are made available by us or to which we have made a contribution to the production costs must be handed back to us, unless otherwise agreed in writing, at the first request and without compensation.

**10. Place of performance**

- 10.1 The place of performance for delivery is the goods receiving point set by us. In the absence of this, performance shall be required at the business address from where the order was originated.
- 10.2 The place of performance for payments shall be our place of business.

**11. Compliance / Code of Conduct**

- 11.1 The supplier shall be under an obligation to adhere to the relevant statutory provisions, including the rules on fighting corruption. A copy of our Code of Conduct is available on our website. [www.garaventa.com](http://www.garaventa.com)

**12. Applicable law / Legal venue**

- 12.1 Swiss law shall apply to this contract.
- 12.2 The legal venue in any disputes arising from this contract shall be Goldau, Canton of Schwyz (Switzerland).