

## **General Purchasing Terms (GPT): valid from 1 October 2023**

### **1. General**

These GPT apply, as amended from time to time, to the business relationships between the supplier or provider (hereinafter the Supplier) and Cleanfix Reinigungssysteme AG (hereinafter CLEANFIX).

By accepting the order, the Supplier explicitly agrees with these GPT of CLEANFIX.

The Supplier's commitment to the GPT shall also include future orders, delivery calls and master agreements. Deviating agreements, representations and modifications of these GPT in the individual order / the individual delivery call / the individual master order are reserved, provided that they are agreed in writing and confirmed by CLEANFIX.

CLEANFIX is not bound to any business and / or delivery terms of the Supplier that replace or change these GPT, even if this is noted on any order confirmation or in general correspondence.

### **2. Offers**

Offers to CLEANFIX shall be binding upon the Supplier for at least 3 (three) months after receipt by CLEANFIX. They shall not found any claim to remuneration or cost reimbursement.

### **3. Orders**

Orders shall be placed in writing, or in the system by CLEANFIX, usually by way of delivery calls with binding delivery quantities, binding prices and delivery dates. They must include an individual order number / identification of CLEANFIX.

The Supplier is obligated to confirm the order in writing within 2 working days.

Orders placed orally or on the phone, as well as any supplements, modifications or deviating terms are only accepted by CLEANFIX if explicitly confirmed in writing.

The Supplier is asked to add storage, operating and maintenance instructions with the delivery without any specific prompt from CLEANFIX in the order.

### **4. Order quantity**

The ordered quantity shall be delivered as accurately as possible. CLEANFIX accepts over-deliveries of a maximum of 5%. Special regulations reserved. Partial or advance deliveries may not be made without the express consent of CLEANFIX.

### **5. Delivery and delivery times**

The delivery date shall be the date specified by CLEANFIX on the purchase order. If Supplier is unable to meet this deadline, Supplier shall set the new deadline in the order confirmation. If CLEANFIX cannot accept the new date, it has the right to withdraw from the contract within 3 days of receipt of the order confirmation.

Supplier undertakes to deliver the goods on time (on the agreed delivery date).

Any delays in delivery must be reported to CLEANFIX immediately. A solution shall be sought, whenever possible, between the contracting parties in order to minimise the effects of the delay.

### **6. Contractual penalty**

If the Supplier enters default, CLEANFIX reserves the right to claim a contractual penalty at a flat rate of 5% of the purchasing price of the goods.

## **7. Presentation and packaging**

The costs for presentation and packaging shall be included in the price unless agreed differently. Costs or damage caused by defective or unsuitable packaging and / or defective marking / labelling shall be at the Supplier's expense.

## **8. Title in the goods**

Reservations of title are not accepted without the written consent of CLEANFIX.

## **9. Ownership and risk**

The risk of the goods shall pass to CLEANFIX or a third party designated by CLEANFIX at the time at which the Supplier actually handed over the goods to CLEANFIX or a third party. Instructions concerning shipping and delivery shall be complied with strictly by the Supplier.

## **10. Quality of the goods**

The Supplier represents delivery of highquality goods. Any deviation from manufacturer's provisions, specifications, quality requirements for raw materials and end products, drawings, essential released samples, etc. shall be deemed defects. Changes to the material composition, execution, etc. are strictly forbidden without the explicit advance approval of CLEANFIX.

## **11. Goods inspection**

The Supplier represents that only such goods will be delivered that fully meet the specifications (see item 10). CLEANFIX is not required to perform technical inspections at receipt. CLEANFIX shall only review the inbound product deliveries for correspondence of the delivery note of quantity and obvious transport damage.

## **12. Complaint about defects**

The inspection and/or complaint deadlines stipulated by law or by the Supplier are explicitly waived. CLEANFIX shall have the right to assert any recognisable and concealed defects during the warranty period after sale of the goods by CLEANFIX or other contracting partners to the end customer, or until the end of the warrant period applicable between it and the end customer, or the useby date, and to assert the corresponding damage.

## **13. Warranty and liability**

The Supplier shall be fully liable for all defects of the goods during the agreed warranty period in accordance with item 12.

The Supplier's warranty shall also cover the parts and goods produced and/or delivered.

If any justified claims are asserted against the Supplier by CLEANFIX during the warranty period, the Supplier shall pay to CLEANFIX as follows:

- Reimbursement of the sales price and free return or disposal of the defective goods and
- Complete replacement of consequential damage from defects.

## **14. Legal warranty**

The Supplier warrants that the goods do not violate any statutory standards, accident prevention provisions, rules, etc. that are valid at the destination.

Furthermore, the Supplier warrants that the goods do not violate any third-party rights – in particular under contract, material or immaterial property law.

If CLEANFIX finds that the goods or part of them violate any statutory standard provisions, rules and/or third-party rights, it may withdraw from the contract and/or return goods already purchased against complete compensation. The Supplier shall be obligated to cover all damage that arises in this context. The obligation to

indemnify shall specifically also apply if CLEANFIX, or its contracting partners, accept the third-party's rights in good faith without any court decision and settling out of court.

If CLEANFIX is involved in a legal dispute with any third parties, the Supplier shall be obligated to support CLEANFIX or its contracting partners in conducting the legal dispute. The Supplier shall be jointly liable for the costs arising for the legal dispute and for any damages payments to third parties.

If required by CLEANFIX, the Supplier shall be obligated to take out and maintain a liability insurance adjusted to the possible risk for the order, including a product liability insurance covering the contractually assumed liabilities. CLEANFIX may demand evidence of such an insurance. CLEANFIX shall also have the right to stipulate the required minimum coverage.

### **15. Product liability**

If any claims from product liability are asserted against CLEANFIX or a subsidiary of CLEANFIX or another contracting partner, the Supplier guarantees to hold them harmless entirely.

The Supplier also commits to maintain a liability insurance for property damage and injury. The coverage total shall not limit the Supplier's liability.

### **16. Invoicing and due date of the purchasing price claim**

The order number, order date, commission designation and, if available, the respective CLEANFIX article number must be stated on all documents such as confirmation, invoice, delivery note, etc.

A separate invoice must be issued for each delivery. Invoices for deliveries until the end of the month must reach CLEANFIX at the latest on the 5th of the following month. Invoices received by CLEANFIX later will be treated as belonging to the following month and paid accordingly.

Unless otherwise agreed, payment of the invoice will be made within 30 days, with 2% discount.

Cash on delivery shipments are not accepted.

### **17. Material provisions**

The Supplier must request the required quantity for any others for which material provisions by CLEANFIX were agreed under consideration of the procurement periods for the provided materials by CLEANFIX.

### **18. Tools**

Tools provided to the Supplier by CLEANFIX or produced by the Supplier on the order of CLEANFIX, must not be used for performing third-party orders unless agreed differently.

The tools shall be stored and serviced appropriately. The Supplier warrants that the tools are ready for use without any issues at all times.

The tools shall remain the exclusive property of CLEANFIX and shall be released to CLEANFIX without delay upon request or destroyed upon the demand of CLEANFIX.

### **19. Immaterial property rights**

Patents, specifications, manufacturer's provisions and brands, the connected presentations and equipment of the goods, as well as any rights in drawings, plans, samples, printing templates and designations in connection with the goods that are provided to the Supplier, or produced by the Supplier on the order of CLEANFIX, shall be and remain the property of CLEANFIX.

### **20. Secrecy**

The Supplier commits to keeping any information received from CLEANFIX, in particular any recipes, specifications, manufacturing provisions, drawings, etc. secret and to not release them to any third parties and

shall take the necessary provisions to bind its employees to this obligation. Subject to possible damages claims, a contractual penalty of CHF 50,000 shall be owed in case of documented violation.

## **21. Severability**

If any one or several provisions of these GPT becomes ineffective, invalid or unenforceable, no matter the reason, this shall not affect the remaining provisions. In this case, the parties shall be obligated to replace the ineffective or unenforceable provisions by such provisions that replace the ineffective or unenforceable provisions in the legally permitted scope, and that do not impair the ratio of service and compensation as stipulated in this agreement. This shall also apply to meeting any authority requirements, or if there is any gap in the contract. This regulation must be recorded in writing in all cases.

## **22. Data protection**

The Supplier shall comply with the generally applicable data protection laws and directives. Regarding the processing of personal data, CLEANFIX refers to the currently valid version of the data protection declaration published on the website

## **23. Applicable law and jurisdiction**

All legal relationships between the parties shall be subject to Swiss Law only. The exclusive place of jurisdiction for any disputes shall be Uzwil (SG), Switzerland.