

General Terms and Conditions of Purchase

1 Scope

- 1.1 These general terms and conditions of purchase and the terms of delivery are a constituent of the contract concluded between the purchaser (O. Kleiner AG) and the seller (supplier).
- 1.2 The purchaser will only be bound by deviations from these general terms and conditions of purchase and the terms of delivery if they have had them communicated in writing and have provided express written consent. The seller's general terms and conditions of purchase are not binding for the purchaser, even if the seller makes explicit reference to them and the purchaser does not expressly dispute this in the specific case.
- 1.3 These general terms and conditions of purchase and the terms of delivery remain binding even if individual parts should prove to be ineffective for any reason.
- 1.4 Sub-contractors or sub-suppliers may only be used by the seller with our prior written consent.

2 Prices and Terms of Payment

- 2.1 Prices are fixed, carriage paid to the point of takeover.
- 2.2 The payment deadline is 30 days after receipt of goods and receipt of the invoice. The right is reserved to apply different payment conditions that have been agreed in writing by both parties.

3 Packaging, Storage and Transport

- 3.1 Packaging costs are covered by the seller. The return or collection of transport packaging is at the seller's cost.
- 3.2 During interim storage and transport, the goods may not be placed at risk of contaminants, moisture, smells (e.g. fish, chemicals, etc.), or cross-contamination with other products. Extended storage or transportation of goods at low or high (ambient) temperatures should be avoided.
- 3.3 Unless otherwise agreed in writing, the delivery must be carriage and insurance paid (CIP) pursuant to Incoterms to our place of delivery.
- 3.4 We must receive email notification of every delivery on the date of dispatch with a packing list and delivery note (order number, quantity, weight per package).

4 Dates and Quantities

- 4.1 The delivery dates stated in the order or otherwise agreed are binding and must be precisely adhered to. The seller must immediately inform us in writing of any impending delay to or overshooting of agreed dates and deadlines, giving the reason and the expected duration.
- 4.2 Partial and early deliveries are only permitted if we have expressly agreed to them. However, the claim for payment is due no earlier than the originally agreed delivery date.
- 4.3 We reserve the right to reject deliveries outside of the set delivery times and non-agreed partial or excess deliveries, or to store the relevant goods at the supplier's cost.
- 4.4 Quantity tolerance: up to 5 t -0 / +10 %, from 5 t -0 /+ 5%, or by agreement

5 Performance

- 5.1 Unless otherwise agreed, the place of performance is Wohlen. The shipment should be delivered to the address given by us free of charge and properly packed for transport (for goods), or performed at the address given by us (for services), at the seller's risk and expense. Even if we have already agreed to cover freight costs, the risk of accidental loss or deterioration of the goods in the delivery shall only transfer to us upon acceptance by us or our commissioned forwarding agent at the agreed place of performance or upon final acceptance of the delivery, whichever is the later.
- 5.2 Upon transfer of risk at the place of performance or upon its transfer to our commissioned forwarding agent, ownership of the goods passes to us, without reservation of any rights for the supplier.
- 5.3 A delivery note must be enclosed with the documentation we require for every shipment. If the required accompanying documents are not provided, the goods will be stored until these arrive, at the supplier's risk and expense.

6 Liability and Defects

- 6.1 We will check the goods received for their identity, quantity, and any externally visible damage only, against the accompanying documentation. The obligation to immediately check and give notice of defects under art. 201 OR is excluded. The seller must perform a comprehensive outgoing inspection to ensure that performance of the order is correct.
- 6.2 We will report hidden defects in the delivery to the seller as soon as they are identified during the normal course of our business procedures. The seller is liable for hidden defects beyond the warranty period.
- 6.3 Claims for cancellation, price reduction, rectification or replacement, and damages (art. 205ff et seq. 368OR) remain reserved. We also reserve the right to withhold all or part of payment until: (i) if we demand substitution, the supplier meets their obligation to provide a proper replacement delivery, or (ii) the situation regarding cancellation, price reduction or damages is clarified with binding effect. The seller is liable for defects and any resulting consequential damages on the basis of the principle of causality. Reductions of statutory warranty periods will not be recognized. The warranty period is always at least two years from delivery.
- 6.4 The seller undertakes to hold appropriate product liability insurance.

7 Place of Jurisdiction

The place of jurisdiction is Wohlen. Swiss law is applicable, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) dated April 11, 1980.

Entered into force on June 28, 2010