

General Purchasing Conditions

1. Scope of Application

These General Purchasing Conditions (GPC) apply to all transactions of Noventa Ltd and its affiliated companies (Noventa) with Suppliers. By accepting an order, the Supplier accepts these GPC. The Supplier's general (delivery) conditions do not apply (even if referenced in order confirmations or the like). Any agreements to the contrary must be made in writing in order to be valid.

2. Orders

Orders are only valid if they are made in writing (no signature required, fax, e-mail or similar ways of transmission are sufficient). The Supplier must confirm the order immediately upon receipt in writing. If no notification is received within five (5) days from the order date, Noventa may assume that the order has been accepted without change.

3. Changes

Noventa reserves the right to request changes up to the time of delivery. If the Supplier realizes that, as a result of such changes, the production or delivery of the subject matter of the contract cannot be carried out on time and/or in accordance with the agreed costs, the Supplier is obliged to inform Noventa within seven (7) days and submit an appropriate offer regarding changes. Otherwise, the Supplier's consent to the delivery of the modified subject matter of the contract shall be deemed to have been given without any adjustment of the dates and costs.

4. Technical Documentation and Production Equipment

Technical documents such as drawings and specifications, samples etc. provided by Noventa to the Supplier are binding. The Supplier is obliged to check the information provided by Noventa and to consult with Noventa in case of ambiguity. Noventa reserves all rights to the technical documents, samples, tools, computer software, etc. supplied by it. These (including the related intellectual property rights) remain the property of Noventa and may not be made available to third parties, copied or used in any other way without Noventa's consent. The Supplier is obliged to return all technical documents, samples, tools, computer software, etc. to Noventa after delivery or in the event of a termination of the contract.

5. Subcontractors

The Supplier is only permitted to engage subcontractors or vicarious agents with the written consent of Noventa.

6. Date of Delivery

The delivery dates stated by Noventa in the order are binding. The delivery dates refer to the delivery of the contractually owed subject matter at the place of fulfilment of the delivery. If the delivery date is exceeded, Noventa is entitled to insist on fulfilment or waive subsequent delivery without setting a deadline. In any case, the Supplier is obliged to pay compensation to Noventa. If the Supplier realizes that the contract cannot be fulfilled on time, the Supplier is obliged to inform Noventa immediately, stating the reasons. Partial deliveries are only permitted with the prior consent of Noventa.

7. Place of Performance

The place of performance for the delivery shall be the place specified in the order in accordance with the agreed Incoterms.

8. Transfer of Benefit and Risk

Benefit and risk of the ordered contractual content are only transferred to Noventa upon delivery at the place of performance.

9. Shipping, Packaging and Transport

The shipping and packaging instructions of Noventa must be observed for the transport. The Supplier shall be liable for damage caused by improper packaging as well as for damage during transport and intermediate storage. Partial and remaining deliveries must be marked as such. Unless otherwise instructed by Noventa, each shipment must be accompanied by a delivery note

10. Warranty and Remedy of Defects

Noventa is entitled to give notice of defects within the warranty period without observing any specific inspection obligation or notice period. In particular, a payment made by Noventa does not constitute an acknowledgement with regard to quantity, price and quality and does not affect Noventa's warranty rights in any way. The warranty period is 36 months and begins with the delivery to Noventa at the place of performance. The Supplier is obliged to remedy all defects that are reported to it by Noventa immediately and free of charge. Noventa is entitled, at its own discretion, to insist on remedy of the defect (e.g. in the form of a replacement delivery or repair), to claim a reduction in the price, or to return the delivered contractual content against reimbursement of any payments already made. If the Supplier refuses or is unable to remedy the defect, Noventa is entitled to remedy the defect itself or have it remedied by a third party at the Supplier's expense. In addition, Noventa reserves the right to claim damages for non-performance or defective performance. The Supplier undertakes to fully indemnify Noventa (irrespective of any fault on the part of the Supplier) against any claims of third parties arising from the Supplier's delivery of defective goods. Once a defect has been remedied, the warranty period for the replaced or repaired part of the delivery starts anew.

11. Intellectual Property Rights

The Supplier guarantees that no patent or other rights of third parties (e.g. rights to computer software) are infringed by the delivery or use of the subject matter of the contract supplied by it and undertakes to fully indemnify Noventa against any claims of third parties. In case of infringement of third-party rights, Noventa is entitled, irrespective of the fault of the Supplier, to withdraw from the contract at its own discretion and/or to claim damages from the Supplier. The Supplier shall refrain from using the names, trademarks and logos of Noventa or its customers without prior written consent. All rights to work results created for Noventa are transferred to Noventa upon payment by Noventa. If certain intellectual property rights cannot be transferred for legal reasons, the Supplier grants Noventa a royalty-free, perpetual and worldwide right of use.

12. Cancellation

Noventa can cancel an order at any time:

If the cancellation is attributable to Noventa, the Supplier is entitled to reimbursement of the costs for work already carried out and accepted by Noventa, as well as the costs for work in progress, insofar as the Supplier has legitimately carried out such work and it has become unusable for the Supplier as a result of the Noventa's cancellation.

If the reason for the cancellation by Noventa is attributable to the Supplier, Noventa is entitled to claim damages from the Supplier and, if possible, to offset such against any claims of the Supplier. Further claims of the Supplier, in particular for loss of profit, are excluded in all cases of cancellation by Noventa.

13. Insurance

The Supplier must be adequately insured against the consequences of any liability (including worldwide product liability) with an internationally recognized insurance company. Noventa may require the Supplier to provide proof of such insurance cover.

14. Confidentiality

Without Noventa's prior written consent, the Supplier shall not disclose to third parties or otherwise use for its own purposes any technical or commercial information of Noventa or of third parties which it receives in the context of the planned or actual cooperation with Noventa. In addition, the Confidentiality Agreement concluded between the parties shall apply.

15. Data Protection

Noventa herewith informs the Supplier that the Supplier's data is stored and processed. Details can be found in the Data Protection Statement on Noventa's website. The Supplier undertakes to comply with the relevant data protection regulations when providing the contractual service. Further reference is made to the annex to these GPC on data protection (provisions on processing of data).

16. Price

The price stated in the framework agreement and/or in the order is a fixed price, including all ancillary costs, and is binding for the entire purchase quantity. The charging of additional costs without a written order from Noventa is not permitted. Investments in means of production are to be borne by the Supplier itself, unless otherwise agreed in writing.

17. Invoicing and Due Dates

All orders are to be invoiced immediately after being shipped, with a separate invoice being issued for each individual order. Unless otherwise agreed in writing, and subject to the delivery of the agreed subject matter of the contract free from defects, and of the associated documentation, as well as of the invoice, payment shall be due within 60 days. In the event of defective delivery of the subject matter of the contract, the due date shall be 60 days after the defect has been remedied.

18. Compliance with Applicable Laws

The Supplier guarantees (also with regard to any subcontractors) that the laws and regulations applicable at the place of production and those applicable to Noventa are complied with, in particular those relating to environmental protection, product safety, occupational safety, human rights and child labor. If the Supplier violates these, Noventa must be notified immediately in writing and the violation must be remedied immediately. The Supplier shall refrain from any action that could damage the reputation of Noventa.

19. Amendments and Additions

Amendments to this agreement (including to this clause) must be made in writing to be legally effective.

20. Place of Jurisdiction and Governing Law

The Swiss courts at the seat of Noventa shall have exclusive jurisdiction. Swiss law applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Confirmation of supplier

Supplier: _____

Address: _____

ZIP City: _____

Date: _____

N: _____

N: _____

F: _____

F: _____

S: _____

S: _____

(N - Name, F – Function, S - Signature)