

Terms and Conditions of Purchase

1. Scope of application

These Terms and Conditions of Purchase of Patiswiss AG (hereinafter "Patiswiss") are valid for all purchases made by it, unless expressly agreed otherwise in writing. The Supplier expressly waives the right to apply any general terms and conditions of its own.

2. Offers/quotations and prices

Offers/quotations requested by Patiswiss shall be provided free of charge by the Supplier. Quoted or confirmed prices are always net prices (excluding VAT); the Supplier reserves the right to increase them if the cost of raw materials increases between the time of the offer/quotation and the contractual fulfillment of the order. All additional costs, especially for shipping, customs duties, etc., shall be borne by the Supplier, unless separately agreed otherwise.

3. Orders, conclusion of contract

A contract is only concluded once Patiswiss submits a written order. Supplementary agreements and any amendments and additions to the contract are only effective once they have been confirmed in writing by Patiswiss. Orders must be confirmed within two working days.

4. Place of fulfillment

The place of fulfillment is the registered address of Patiswiss in Gunzgen, Switzerland, unless separately agreed otherwise in writing.

5. Delivery periods and consequences for delays

The agreed delivery period will be deemed to have been adhered to

- a) when the agreed delivery is received at Patiswiss's place of fulfillment;
- b) in all other cases, if Patiswiss is notified in writing before the end of the delivery period that the goods are ready to be shipped.

If the Supplier suspects that the delivery cannot be completed on time, either partially or in full, it must notify Patiswiss immediately in writing, providing the reasons and the expected duration of the delay.

If the agreed delivery period is not adhered to, Patiswiss is entitled to exercise its legal rights, irrespective of whether the Supplier is responsible for the delay, has advised Patiswiss of the delay or a contractual penalty has been agreed.

The Supplier may only refer to the fact that required documents or information were not provided on time if the Supplier requested these in a timely manner or, if deadlines were agreed, the Supplier immediately issued a reminder.

6. Packaging, documents, transport, insurance and assumption of risk

Unless instructed otherwise by Patiswiss, goods are shipped DDP (Incoterms 2023).

The goods must be packed in a way that ensures effective protection against damage during transportation and any subsequent storage.

The Supplier is always responsible for ensuring compliance with the applicable Swiss food legislation until the goods are handed over.

The Supplier is liable for damage and loss resulting from inappropriate packaging and transportation. The Supplier is liable for all costs or losses resulting from failure to follow the legal or contractual instructions regarding transportation, customs clearance and suchlike.

If special care is required during unpacking, the Supplier must make Patiswiss aware of this in a timely and appropriate manner, such as with a note on the packaging.

7. Documents

Each shipment must include the standard, detailed and complete documents (delivery note, shipping notification, certificates, etc.), with Patiswiss' references specified on them.

All correspondence must include the order number as well as the order date and quantity. The shipping documents must include gross and net weight information provided by Patiswiss. The delivery point at Patiswiss must be indicated on the bill of lading.

8. Transfer of title and risk

Unless agreed otherwise, the title and risk shall transfer to Patiswiss upon acceptance of the delivery at the place of fulfillment (Art. 4).

If the requested documents for a delivery are not provided as required, the goods will be stored at the Supplier's own risk and expense until they are received.

9. Acceptance and warranty

The delivery will be inspected as soon as possible within the ordinary course of business. If it corresponds to the order, it will be accepted; otherwise, it will be returned to the Supplier.

The Supplier warrants that the goods do not contain any defects that impair their value or their suitability for the intended purpose and, furthermore, that they feature the assured characteristics, meet the required performance values and specifications, and conform to the applicable laws, requirements and other provisions.

If it is found that deliveries or parts thereof do not meet the contractual and/or legal requirements, the Supplier is obliged to replace the defective goods promptly at its own expense. In all cases, Patiswiss reserves the right to claim damages.

Defects are reported upon being detected.

If defects are detected during processing at Patiswiss or one of its customers, the corresponding goods must be replaced promptly and free of charge by the Supplier, regardless of how much time has elapsed since their delivery, provided that it can be proven that the defect is attributable to the Supplier or its producer.

In the case of discrepancies in quality characteristics, the results of control samples or examinations shall be decisive. The cost of these checks shall be borne by the party found to be in the wrong.

If the defective delivery leads to consequential damage or loss for Patiswiss or one of its customers, this damage or loss shall be compensated by the Supplier. The statutory warranty entitlements remain reserved.

10. Payment terms

Unless agreed otherwise in writing, Patiswiss will make the payment within 30 days with a 2% discount or within 60 days net after receiving the delivery and the invoice along with any agreed-upon documents such as laboratory reports, certificates, etc.

Patiswiss reserves the right to offset counterclaims.

The Supplier may only assign claims against Patiswiss to third parties with written consent.

11. Severability clause

Should individual provisions of these Terms and Conditions of Purchase be invalid or unenforceable, or should they become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall automatically be replaced with a valid and enforceable provision that most closely corresponds to the commercial objective of the invalid or unenforceable provision.

12. Amendments and additions

Amendments to these T&Cs or to any declarations that become necessary in connection with these T&Cs must be made in writing.

For translations and corresponding questions of interpretation, the German text shall always serve as the basis.

13. Applicable law and place of jurisdiction

In all cases, the legal relationship between the Supplier and Patiswiss is subject to Swiss law. The interpretation of the International Commercial Terms is based on Incoterms 2023.

The UN Convention on Contracts for the International Sale of Goods from April 11, 1980, shall not apply.

The place of jurisdiction is the place where Patiswiss has its registered office. However, Patiswiss reserves the right to assert its rights where the Supplier has its registered address.

Version: January 2024