



Hidrostal AG  
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# General Terms and Conditions of Purchase of Hidrostal AG, CH-8213 Neunkirch

Neunkirch, June 2023



## General Terms and Conditions of Purchase of Hidrostal AG, CH-8213 Neunkirch

### 1. Validity

These General Terms and Conditions of Purchase (GTCP) apply to the procurement of Hidrostal AG, hereinafter referred to as the Buyer. They shall form the basis of purchase contracts with suppliers, unless otherwise agreed. Agreements that deviate from these GTCP shall be made in writing by letter, fax or e-mail. If the supplier himself submits general terms and conditions, only the concurring clauses shall apply. A written agreement shall be reached on all other points.

### 2. offers

Through the enquiry, the supplier is requested to submit an offer. Offers, advice, demonstrations, technical documents and sample deliveries from the supplier are free of charge for the purchaser. The supplier submits the final offer in writing, by letter, fax or e-mail. The offer shall be binding for three months from the date of submission.

### 3. orders

Orders of the buyer shall only be valid if they have been submitted in writing, by letter, fax or e-mail. The buyer requests immediate delivery of a confirmation. The contract is concluded as soon as the confirmation is received by the buyer. If the confirmation is not received within a reasonable period of time, the buyer shall consider this as a rejection of the order and shall be entitled to conclude the contract with another supplier. If the buyer indicates on the order that he does not need an order confirmation (clear articles, short delivery dates), this right of withdrawal does not apply.

### 4. prices

Unless expressly agreed otherwise in writing, the stipulated prices shall be deemed to be fixed prices. If an order is placed without a price indication or with an indicative price, the buyer reserves the right to approve the price after receipt of the order confirmation.

The price covers all services which are necessary for the proper fulfilment of the contract. The agreed price covers in particular packaging and transport costs, expenses, licence fees and all public charges. For foreign suppliers, the price covers all delivery obligations in accordance with Incoterms 2010, DAT CH-8213 Neunkirch, Gigering 27. If the supplier is also obliged to carry out assembly, this shall be included in the fixed price unless a special remuneration has been expressly agreed in writing.

### 5. Delivery time and consequences of delay

The delivery date refers to the arrival of the goods at the buyer's premises.

If delays in delivery are to be expected, the supplier shall notify the buyer as soon as possible. If the stipulated delivery date is exceeded without notification of the buyer, the buyer is entitled to waive the delivery. If immediate delivery without setting a date has been agreed and if the delivery has not been made immediately, the supplier shall be put in default by a reminder from the buyer and a deadline for subsequent performance shall be set.

If this deadline is also not met, the buyer may immediately waive performance and, at the buyer's discretion, withdraw from the contract or claim damages for non-performance.

The express written consent of the buyer must be obtained for partial deliveries and advance deliveries.

Additional costs incurred due to non-compliance with instructions, incomplete or delayed delivery of requested shipping documents or faulty delivery shall be borne by the supplier.



## 6. Warranty

The supplier guarantees that the delivery item does not have any defects affecting its value or its suitability for the intended use, that it has the warranted characteristics and that it complies with the prescribed performance and specifications.

The delivery item must comply with the public law regulations at the place of destination.

The warranty period shall be at least 12 months from successful commissioning, use, etc., even in the case of multi-shift operation. Where longer warranty periods are provided for by law or according to standards customary in the industry, these shall apply.

If it becomes apparent during the warranty period that the delivery or parts thereof do not perform as warranted, the supplier shall be obliged to remedy the defects on site at its own expense or to have them remedied.

If a complete repair cannot be expected within a period of time convenient to the customer, the supplier shall deliver and install a replacement free of defects.

If the supplier is not in a position to remedy the defect immediately, the buyer shall be entitled to remedy the defect himself or to have it remedied or to procure a replacement at the supplier's expense. Transport costs and any travel expenses for warranty work shall be borne by the supplier.

The supplier is liable for his sub-suppliers as for his own performance. He is responsible for ensuring that third-party products supplied by him are of flawless quality. If goods are specially manufactured by the supplier for the customer according to the customer's drawings and specifications, the supplier may not subcontract this order in whole or in part to a sub-supplier without the customer's written approval. The supplier's own companies shall also be deemed to be subcontractors.

## 7. Transport and transfer of risk

Benefit and risk shall pass to the buyer after delivery of the goods at the place of destination. For foreign suppliers, the Incoterms specified in clause 4 shall apply.

Transport methods and routes shall be agreed upon conclusion of the contract. Transport insurance shall be taken out by the supplier. The supplier shall be liable for damage during transport as a result of inadequate packaging.

## 8. notices of defects

The buyer shall inspect the delivered goods and notify the supplier of any defects as soon as possible, but without being bound to a specific deadline. Hidden defects can still be complained about when the goods are used. If nothing is stated on the orders or the drawings, the standards or the specifications of the industry associations shall apply with regard to quantity and quality tolerances. The making of payments and any acceptance of works shall not be deemed to be a waiver of notice of defects.

If there is a defect, the buyer shall have the choice of demanding free rectification of the defect, making a deduction from the price corresponding to the reduced value, withdrawing from the contract or demanding a replacement delivery. The replacement delivery can be made in particular by replacing defective components. The purchaser's right to demand compensation remains reserved in all cases.

## 9. Withdrawal

If the supplier is in default with his delivery or the guarantee work and if a reasonable period of grace has elapsed without success, the purchaser may withdraw from the contract and waive the delivery.

If it is already clear before the delivery is due that the supplier will exceed the delivery date, the buyer may withdraw from the contract and waive the delivery. The buyer may also withdraw from the contract if it can be predicted with certainty in the course of manufacture that the delivery item will not be fit for purpose. The buyer's claims for damages shall remain reserved.

## 10. warranty of title/ intellectual property rights

The supplier shall be liable for ensuring that the delivery and use of the specified items does not infringe the intellectual property rights of third parties (patents, samples, models, etc.). If necessary, he shall fully indemnify the buyer.

If claims are made against the buyer by third parties due to hidden defects or due to delays in delivery for which the supplier is responsible, the supplier undertakes to fully indemnify the buyer in this respect.

#### **11. drawings and operating instructions**

Prior to commencement of manufacture, working drawings shall be made available to the Purchaser for approval upon request. Approval by the buyer does not release the supplier from his responsibility for the functional suitability and feasibility. The definitive execution plans, maintenance and operating instructions as well as spare parts lists for proper maintenance of the delivery item are to be handed over to the buyer free of charge in duplicate upon delivery.

#### **12. Radioactivity, explosion hazard, hollow bodies**

12.1 The supplier guarantees that all goods, raw materials or trade goods supplied by him are free of radioactively contaminated materials, parts suspected of being explosive and hollow bodies.

12.2 The supplier also guarantees that all material supplied has been tested for radioactivity using state-of-the-art measuring equipment. The supplier shall only supply material for which there were no indications of ionising radiation above the natural background radiation within the scope of the measuring accuracies of the measuring systems. The limit values of the strictest legal regulations or directives applicable in Germany must be complied with (including Directive 96/29 EURATOM).

12.3 In the event of the occurrence of radioactively contaminated material or other defects in accordance with section 8.1 above on our premises, the supplier shall be liable for all consequential damages such as, in particular, loss of profit, penalties for delay and fines. He shall also be liable for consequential damages due to production standstill and/or plant closure, personal injuries and their consequential costs as well as for the costs of disposal of the contaminated material.

#### **13. Discretion and data protection**

The provisions on data protection shall be observed in relation to the relationship between the contracting parties.

All information, drawings, technical delivery conditions, etc., which the buyer provides to the supplier for the manufacture of the delivery item may not be used for other purposes, reproduced or made accessible to third parties. The buyer is entitled to any copyrights.

Upon request, all documents including all copies or reproductions shall be handed over to the buyer without delay. If no delivery is made, the supplier shall hand over the documents to the buyer without being requested to do so.

The supplier shall treat the order and the work or deliveries connected therewith as confidential.

If the supplier wishes to advertise or publish about this contractual relationship, he shall require the written consent of the buyer. Confidentiality shall remain in force after termination of the contractual relationship.

#### **14. Right of inspection**

The buyer is entitled to carry out quality and deadline audits at the supplier or his sub-suppliers at any time and without delay.

#### **15. Invoicing**

An invoice shall be issued in duplicate for each order. If our orders are delivered before the stipulated date, the latter shall nevertheless apply for the determination of the payment date. The agreed payment period shall commence on the date of receipt of the invoice and completion of delivery. Our payments shall be made at the end of the month following delivery with a 2% discount or at the end of the third month net, unless otherwise agreed in writing.

The claims to which the supplier is entitled from the order may neither be assigned nor pledged without the prior written consent of the buyer.

#### **16. delivery documents**

Each consignment must be accompanied by a delivery note in duplicate. Invoices, delivery notes, waybills and correspondence must include references and order numbers. The customs origin of the goods must also be indicated on all invoices. We reserve the right to return shipments without delivery notes or references at the supplier's expense.



**17. shipping address**

Deliveries are to be sent to the following address:

Hidrostal AG  
Gigering 27  
CH-8213 Neunkirch

We will deduct from the invoice any costs incurred because this regulation has not been observed.

**18. Applicable law**

Applicable law is these GTCP, the individual contract and Swiss law.  
Place of performance and jurisdiction: Schaffhausen

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