

GENERAL TERMS AND CONDITIONS OF PURCHASE (GCP)

of Thermoplan AG Weggis

1. General provisions

- 1.1 By accepting our order, the Supplier declares that they agree to the terms and conditions below and all terms and conditions set out separately on our order forms. The order shall be considered to have been accepted if it is not rejected in writing within 3 working days of its receipt.
- 1.2 All agreements, in particular any deviations from our GCP, must be in writing and signed by us to be valid.
- 1.3 Any changes to products that have been previously provided as samples or included in earlier deliveries must be authorised by us in writing. If they are not authorised, the order may be cancelled without any cost implications.
- 1.4 For the execution of orders, the drawings that we provide or approve and any sample parts approved in writing are binding.
- 1.5 Notification of the discontinuation of a product is to be provided 12 months in advance with the option of placing a final order. Replacement parts must be available for at least 12 months after discontinuation.
- 1.6 Clauses 5–9 shall continue to be valid after termination of the contract.

2. Prices

- 2.1 Prices shall be considered to be fixed and include all additional costs such as packaging, transport and insurance costs, etc.
- 2.2 Payable taxes such as sales tax, VAT and tax deducted at source, as well as any similar duties are to be paid separately, unless all taxes are included in the price.
- 2.3 Any payments that we make shall be within 30 calendar days, or 10 calendar days with a 2% discount, as of receipt of the invoice. In the event of defective or incomplete performance on the part of the Supplier, we are entitled to retain payment until said performance is duly fulfilled by the Supplier. Settlement of an invoice shall not be considered to be a waiver of any claim.

3. Delivery

- 3.1 The delivery specifications are set out in Annex 1 and form a part of these GCP.
- 3.2 Deliveries shall be made by order of the Supplier.
- 3.3 The delivered amount is to correspond exactly to the amount ordered.
- 3.4 Delivery is to take place at the place of delivery on the agreed date. Should the Supplier fail to deliver on the agreed date, they shall automatically be in default. The Supplier is to inform us immediately in the event of any problems with deadlines. In this case, we can withdraw from the contract prior to the delivery date.
- 3.5 Partial and early deliveries are not permitted.
- 3.6 The place of performance is our headquarters.
- 3.7 Should delivery be delayed for reasons for which we are not accountable, we can apply compensation for delayed completion amounting to 5% for each started week, calculated based on the contract price of the order affected by the delay. Legal rights related to late performance and compensation for direct and indirect damages are reserved.

4. Quality inspection and notification of defects

- 4.1 The Supplier undertakes to inspect the delivery or have it inspected at their own expense. We are not obliged to inspect the delivery. Acceptance of the delivery does not imply that it has been approved as set out under Art. 201 and Art. 367 of the Swiss Code of Obligations.
- 4.2 The Supplier is to inform us immediately in the event of any defects. In this case, we can withdraw from the contract prior to the delivery date.
- 4.3 The period allowed for examination and sending notice of a defect equates to the warranty period.

5. Guarantees and liability

- 5.1 The Supplier guarantees on their own behalf and that of their sub-suppliers that products shall be flawless, that is, they guarantee delivery fully in accordance with the order and, particularly, that their contractual performance shall not manifest any defects that affect their value or efficiency, that they shall have the promised characteristics and shall comply with the required performance and specifications. Furthermore, the Supplier guarantees that their contractual performance is implicitly suited to the intended use.

- 5.2 The warranty period will have a duration of 12 months. It begins upon successful commissioning of the goods and ends at the latest 36 months after delivery.
- 5.3 Our warranty claims apply to rectification of defects, mitigation of damage and compensation for damages, including consequential damages, whereby we have the right to choose. Should the obligation to rectify defects be chosen, we can decide whether the Supplier repairs the defects on the appliances installed here and abroad at their own expense, or are to provide us with components and parts free from defects and free of charge, whereby the Supplier is to assume any travel and labour costs for said repairs.
- 5.4 The Supplier is equally liable for replacement deliveries and repair work as for original deliveries, whereby the warranty period will begin again.
- 5.5 We are entitled to perform audits and site inspections at any time following prior notice.

6. Intangible property rights

- 6.1 All information and objects such as tools, documents, models, drawings, etc. made accessible to us by the Supplier shall remain in our possession or we shall be entitled to access them if they are in the possession of a third party. The Supplier is not permitted to use the information and objects in any other way than that agreed. In particular, they may not use them in any way for their own purposes and/or those of third parties.
- 6.2 The Supplier is to protect to the best of their abilities all information and objects mentioned in clause 6.1. They are to immediately deliver the information and objects to us upon first request.
- 6.3 All rights to products that have been manufactured according to our specifications and/or with our tools appertain to us fully and without compensation. Products are to be immediately handed over to us upon first request.

7. Product damage

- 7.1 In the event that a claim is made against us due to product liability, the Supplier undertakes to release us from such claims regardless of our basis of liability, provided that the damages were caused by an error in the delivery provided by the Supplier.

8. Code of Conduct

- 8.1 Thermoplan expects from its suppliers and their supply chain and any other service providers, to comply with the UN Global Compact. Thermoplan also expects from its partners to follow high ethical standards which respect the human dignity and the rights of each individual.

9. Non-disclosure, confidentiality

- 9.1 All of our information, particularly trade and company secrets are to be handled in the strictest confidentiality and are neither to be exploited nor disclosed to third parties. All rights to claim compensation for damages are reserved.

10. Applicable law and place of jurisdiction

- 10.1 Swiss law shall apply to these General Terms and Conditions of Purchase.
- 10.2 In the event of any disputes that may arise from or in connection with these General Terms and Conditions of Purchase, the ordinary courts in our location shall be responsible.

Weggis April 2021