

GENERAL PURCHASING CONDITIONS

1. General

These general purchasing conditions shall be binding if they are stated as applicable in the HOCHDORF order. The agreement is completed upon receipt of written confirmation from the suppliers that they accept the order (order confirmation). Any other conditions on the part of the supplier shall only be valid if they are explicitly accepted by HOCHDORF in writing. Hochdorf is entitled to amend these general purchasing conditions at any time. Such amendments shall apply unless the supplier objects explicitly in writing within 14 calendar days of receiving notification about the amendments. Any such objection by the supplier will be treated as a cancellation of the relevant contract and a termination period of 6 months after receipt of the supplier's objection in writing shall apply. Unless otherwise agreed in these general terms and conditions of purchase, the provisions of the Swiss Code of Obligations shall apply. If any provision of these terms and conditions of purchase should prove to be invalid in whole or in part, the parties shall replace this provision with a new agreement that comes as close as possible to the legal and economic success of the invalid provision.

2. Prices

All prices are in Swiss francs or the appropriate foreign currency and – unless otherwise agreed in writing – are DAP (Incoterms 2020) Delivered At Place (... named place of destination). The supplier shall bear responsibility for the delivery of the relevant goods up to the agreed place of delivery and all transport relevant cost shall be borne by the supplier.

3. Terms of payment

Unless other terms of payment have been agreed in writing, the purchase price is due for payment with terms 14 days 2% discount, 30 days net after delivery of the goods at the place of delivery, provided that HOCHDORF has received a legitimate invoice.

4. Place of delivery

The place of delivery is Sulgen/Switzerland unless otherwise agreed by the parties in writing.

5. Ownership and assumption of risk

Ownership and risk are transferred to HOCHDORF once the goods are delivered at the agreed place of delivery.

6. Delivery time

If delivery is not made by the agreed date, the supplier is automatically in default after this date. In addition to the statutory claims arising from delay (Art. 103 et seq. OR), HOCHDORF is entitled to claim compensation for delayed deliveries, amounting to 0.5% for each full day of delay but not more than 10% in total, calculated on the contract price of the delayed part of the delivery. The consequences of default pursuant to Art. 190 OR are expressly excluded. For partial or early deliveries, HOCHDORF is entitled either to reject them or to store them at the supplier's expense.

7. Warranty

The goods must be delivered in defect-free condition and in accordance with the warranted quality characteristics and agreed specifications. The packaging of the goods must ensure protection against damage, contamination and moisture during transport and storage and must comply with the relevant environmental regulations. The supplier affirms that the delivered goods do not violate the legal regulations of Switzerland and the European Union (EU) (in particular the relevant food regulations) or other applicable laws and regulations. The supplier affirms delivery of goods exclusively without any influence of genetically modified organisms.

The supplier affirms that the originals of all inspection certificates will be handed over to HOCHDORF upon delivery of the goods to the agreed place of delivery. In the absence of the original inspection certificates HOCHDORF is entitled to refuse acceptance of the goods at the supplier's expense. The supplier shall secure the documents required for organic goods in accordance with the Organic Farming Ordinance in good time and shall transfer these with the delivery of goods. If these documents are missing, HOCHDORF may refuse to accept the goods at the supplier's expense.

8. Traceability

The supplier must ensure traceability regarding the statutory regulations, in particular the Ordinance on Foodstuffs and Utility Articles (FUAO) and the applicable regulations of the European Union (EU). Upon request, HOCHDORF shall be granted access to the written documents concerning traceability.

9. Confidentiality

The supplier will treat all information and documents received from HOCHDORF as confidential and will not make them available to third parties. At HOCHDORF's request, the supplier will immediately return the information or documents to HOCHDORF or destroy them. The provisions of this clause shall continue to apply after termination of the contract.

10. Duty of inspection and obligation

The investigation and complaint obligations pursuant to Art. 201 and Art. 367 of the Swiss Code of Obligations are waived. HOCHDORF shall be entitled at any time during the limitation period in accordance with point 12 to give notice of defects or missing warranted characteristics.

11. Guarantee claims

In addition to the legally regulated claims for cancellation of the contract, reduction in price and compensation for damages, HOCHDORF is entitled, at its discretion, to demand replacement deliveries or repairs of the defective goods or goods which do not meet the agreed specifications or are in breach of the warranty of quality. The risk and relevant costs relating to the replacement delivery or repair shall be borne by the supplier. If the supplier fails to replace or repair the goods within a reasonable time, Hochdorf is entitled to purchase replacement goods from a third party, the cost and risk of which shall be borne by the supplier in default.

12. Warranty period

Warranty claims expire 60 days after expiry of the contractually agreed best-before date of the delivered goods. If replacement goods or repaired goods are delivered, the warranty period for these goods must be renewed.

13. Termination and withdrawal

In the event of important reasons, in particular changes in food legislation and import restrictions that occur between placing the order and delivery, in the event of significant delivery delays or other breaches of contract by the supplier, HOCHDORF is entitled to terminate or withdraw from the contract without any obligation to pay compensation.

14. Applicable law and jurisdiction

The legal relationship between the parties shall be governed exclusively by Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of the conflict of laws provisions. The ordinary courts in Hochdorf/Switzerland are exclusively responsible for all disputes arising from this legal relationship.