

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

Application

1. These general terms and conditions of purchase (GTCP) apply to procurement by Micos Engineering GmbH – hereinafter called Micos. We base our purchase contracts with suppliers on these GTCP unless otherwise agreed. Agreements departing from these GTCP shall be set out in the order.

Quotations

2. On request the supplier is asked to submit an offer. Offers, advice, demonstrations, technical documents and samples provided by the supplier shall be free of charge to Micos. The supplier shall deliver the final quotation in writing by letter, fax or email. The quotation shall be binding for a period of three months from its submission.

Orders

3. Orders by Micos exceeding CHF 1,000.00 are valid only if they are made in writing by letter, fax or email. Micos requests immediate notification of confirmation. The contract is concluded as soon as the confirmation is received by Micos. If the confirmation is not received within a reasonable time (defined in the order), Micos shall deem the order rejected and may conclude the contract with another supplier.
4. The nature, scope and timing of the supply or service shall be set out in the order.
5. The specified design and performance characteristics shall be deemed guaranteed properties. The following shall be deemed reasonably expected properties: suitability for use, unrestricted electronic processing of calendar data and performance in accordance with standards and regulations of the country of destination or, where this is not identified in the order, of the country where the supply is made.

Prices

6. Unless otherwise agreed, the prices quoted are deemed to be fixed prices. If the supplier

reduces its list prices prior to delivery, then the reduced prices shall also apply to the pending supply and the agreed price shall be reduced accordingly. Where an order is placed without a specified price or with a recommended price Micos reserves the right to approve the price after receipt of the confirmation.

7. The price shall cover all deliveries necessary for the performance of the contract. The agreed price shall include in particular costs of packaging, transport and insurance, expenses, license fees and all public levies including sales tax.
For foreign suppliers the price shall include all delivery obligations in accordance with INCOTERMS® version 2020 DDP clause at the named place of destination in Switzerland.
8. Packaging, transport and insurance costs are to be shown separately for purposes of trade statistics.
9. If the supplier is also responsible for installation, then this cost shall also be included in the fixed price unless a separate charge is agreed.

Delivery and transfer of ownership

10. Use and risk shall transfer to Micos after delivery of the goods to the destination.
For foreign suppliers the INCOTERMS® version 2020 DDP clause shall apply at the named place of destination in Switzerland.
11. The transfer of ownership occurs when risk is transferred.
12. Transportation modes and routes shall be agreed following the conclusion of the contract. Insurance of goods in transit shall only be effected by Micos where this is expressly agreed. The supplier shall be liable for damage during carriage caused by inadequate packaging.
13. Micos may return packaging material in return for a credit note.

Export controls and customs

14. The customs tariff number of the country of origin shall be provided in respect of goods, and for listed items also the national export control number as well as the number in the USA if the goods are subject to U.S. re-export regulations. Proofs of preferential origin and marks and declarations of conformity of the country of origin or destination shall be provided without request; and autonomous certificates of origin on request.

Delay in delivery

15. Where delays in delivery are expected, the supplier should inform Micos as quickly as possible. If the delivery date set is exceeded without Micos being informed thereof in writing by letter, fax or email, Micos may reject the delivery. Where immediate delivery without a set delivery date has been agreed and the delivery does not arrive without delay, the supplier shall be notified of default by advice from Micos and a time limit for subsequent performance set. If this is also not complied with, Micos shall immediately cancel the delivery and rescind the contract or demand compensation for non-performance.
16. The express agreement of Micos shall be obtained for partial and advance deliveries. Additional costs arising by reason of non-observance of instructions, incomplete or delayed provision of required dispatch documents or defective delivery shall be borne by the supplier.
17. Micos reserves the right to reject deliveries with inadequate packaging, labeling or documentation and partial and advance deliveries not agreed in writing or to accept and store them at the cost and risk of the supplier until proper performance of the contract.

Liability and warranty

18. The supplier warrants that the goods comply with the assured characteristics and are free of defects affecting their value or fitness for their intended use and are suitable for their specified performance and specifications. The goods must satisfy the public law regulations at their destination. The supplier shall be liable for the sub-contractor's performance as for its own.

19. If the ordered goods must first be manufactured by the supplier, Micos may, following appropriate advance notice, conduct quality and schedule audits at the supplier or its sub-contractor. Such control measures shall not relieve the supplier from the complete performance of its contractual obligations, in particular the obligation to supply in accordance with the contract and the supplier's warranties. If work is undertaken at Micos, its health, environmental and safety instructions must be followed.
20. The supplier shall be responsible for ensuring that the property rights (product liability, environmental protection etc.) and proprietary interests (patents, designs, models etc.) of third parties are not breached by services provided or the supply and use of the goods. The supplier shall hold Micos completely harmless. Micos must inform the supplier immediately concerning substantiated claims asserted against Micos and may claim compensation from the supplier.
21. The guarantee period shall be at least twelve months from the date of commissioning, however up to a maximum of 18 months after delivery even in multiple shift operation. Where longer guarantee periods are provided by statute or in accordance with standard industry norms, these shall apply.
22. Where parts are replaced or repaired the guarantee period shall commence on re-delivery.
23. The supplier guarantees to Micos delivery of spare parts for at least five years.

Notification of defects

24. Micos shall inspect the delivered goods and notify any possible complaints as quickly as possible, but without being committed to any particular time limit (the obligation of immediate inspection and notification of defects under Art. 201 Swiss Code of Obligations is excluded). Hidden defects may still be complained of following commissioning or use of the goods. Industry association standards shall apply in relation to permissible quantity and quality tolerances. The making of payments and any factory approvals do not amount to waivers of defects.

25. If there is a defect, then Micos has the option of demanding rectification free of charge, deducting from the price an amount reflecting the reduced value, rescinding the contract or demanding a replacement. The replacement may in particular be effected by the replacement of defective components. The right of Micos to claim compensation is reserved in all cases.

Right to use standard software

26. The supplier grants Micos the non-exclusive, transferable right to use the standard software contained in the ordered item for its intended purpose. The supplier guarantees that it has the appropriate use and distribution rights and will indemnify Micos in respect of all claims of third parties for breach of such rights. Micos may make copies of the software for security and archiving purposes.

Payment

27. The agreed period for payment begins on the date of receipt of the invoice, but at the earliest on delivery of the goods. Unless otherwise agreed, payment shall be made within 30 days after acceptance of the goods. Payments for part deliveries and advance deliveries shall only be made where these have been agreed in writing in advance by letter, fax or email.
28. Micos reserves the right to withhold payment where defects are found.
29. If there is a valid reason, payments in advance may be agreed in writing by letter, fax or email, provided the order sum exceeds CHF 50,000.00 and the supplier provides security for the full amount (bank guarantee). The following payment procedure shall apply: one third after receipt of the duplicate order and confirmation of the security provided; one third after receipt of the ordered items; one third after approval of the defect-free items. The supplier must supply a separate invoice for each part payment.
30. The sums due to the supplier under the order may not be assigned or pledged without prior written agreement from Micos by letter, fax or email.

Discretion, copyright and data protection

31. The data protection regulations must be observed in the course of the relationship

between the parties to the contract. The parties to the contract and their employees shall treat as confidential all data concerning this contract that is neither common knowledge nor accessible to the general public. Confidentiality must also be observed prior to the conclusion of the contract and shall continue after its termination.

32. All rights to documents such as plans, drawings, technical documents, software etc. that Micos passes to the supplier for preparation of the order shall remain with Micos. The supplier may use the documents and all information relating to them only for the purpose of processing the order. The supplier may not without prior written agreement of Micos produce products for third parties based on such documents and information or copy, reproduce or in any way make them available to third parties in part or in full, except to the extent required for the purpose of processing the order.
33. If the supplier wishes to use this contract for advertising or publicize it, the written agreement of Micos by letter, fax or email is required.
34. The supplier shall ensure that data is protected by taking suitable precautions and declares its agreement to Micos processing personal data and disclosing it to third parties in Switzerland and abroad for the processing of the order and maintaining business relations.

Ethical behavior in business transactions

35. The supplier shall ensure that it neither directly nor indirectly makes any payments, gifts or other promises to its customers, to office holders or employees / organs of Micos or third parties in contravention of applicable law (including the U.S. Foreign Corrupt Practices Act) and that it also has no knowledge that other persons will do this. The supplier shall comply with all relevant legislation, rules and regulations concerning bribery and corruption.
36. Micos has no obligation to compensate the supplier in any case for payments described at para. 35 or other payments.
37. The fundamental breach of a provision of this paragraph on ethical behavior shall give Micos the right to terminate this contract with immediate effect, without affecting any further rights and claims of Micos. The

supplier must indemnify Micos in respect of all obligations, liabilities and costs / expenses, that Micos is exposed to as a consequence of a breach of an obligation under this paragraph or by reason of the termination of this contract.

Divergences from these GTCP

38. Agreements diverging from these GTCP shall be in writing. If the supplier submits its own general terms and conditions of business, only their matching clauses shall apply. On all other points a written agreement shall be made.

Cancellation and termination

39. The contract may be cancelled or terminated by either party to the contract at any time in writing. The services delivered up to dissolution of the contract shall be compensated.
40. Claims for damages on the grounds of untimely dissolution of the contract are reserved. Claims for loss of profit are excluded.

Applicable law and jurisdiction

41. The applicable law is these GTCP, the individual contract and Swiss law. Jurisdiction is the head office of Micos (6242 Wauwil, Switzerland). However Micos may also sue the supplier at its head office location.
42. The application of the UN Convention on Contracts for the International Sale of Goods of April 11 1980 is excluded.