

1. General – Scope

- 1.1 These General Purchasing Conditions (GPC) apply to all purchase, factory, rental, service and innominate contracts drawn up by CARBAGAS AG (hereinafter “CARBAGAS”) in which the Contracting Party of CARBAGAS (hereinafter “Contracting Party”) carries out the specified Contractual Service (hereinafter “Contractual Service”).
- 1.2 The GPC of CARBAGAS apply exclusively. Conditions of the Contracting Party that deviate or conflict with the GPC shall not apply unless CARBAGAS has expressly agreed otherwise. These GPC are also valid if CARBAGAS unconditionally accepts the Contractual Service while being fully aware of the conflicting or deviating conditions of the Contracting Party.
- 1.3 By performing the Contractual Service, the Contracting Party accepts these GPC.

2. Offer – Offer documents

- 2.1 All offers from the Contracting Party shall be deemed as binding and they must be prepared in full and comprehensively. The Contracting Party must research the local conditions prior to drawing up the offer. The Contracting Party shall bear any additional costs resulting from this obligation not being fulfilled.
- 2.2 Additional expenses incurred after the basic order has been placed are not automatically approved by way of the underlying order, but must be agreed to in writing.
- 2.3 All agreements made between CARBAGAS and the Contracting Party for the purpose of executing this contract must be agreed to in writing. Additional verbal agreements are only effective if they have been confirmed in writing.
- 2.4 The Contracting Party is obliged to inform CARBAGAS of cheaper or technically more viable or innovative alternatives.
- 2.5 CARBAGAS reserves all ownership rights and copyrights to illustrations, drawings, calculations, drafts, samples and other documents CARBAGAS provides to the Contracting Party. The above-mentioned documents are to be used exclusively for executing the Contractual Service. Once the Contractual Service has been completed, the documents must be returned to CARBAGAS without being requested to do so. They must be treated as confidential and not be accessed by third parties without the express written consent of CARBAGAS. The obligation of confidentiality continues to apply even after this Contract has been completed.
- 2.6 All rights of use and exploitation with respect to the documents provided by the Contracting Party to CARBAGAS are transferred to CARBAGAS.

3. Order and order confirmation

- 3.1 CARBAGAS may cancel the order if the Contracting Party has not approved it in writing within two weeks of receipt (order confirmation).
- 3.2 Orders and other agreements are only binding if they are issued or confirmed by CARBAGAS in writing. CARBAGAS must confirm subsequent agreements in writing for them to be binding.
- 3.3 Depending on the circumstances, the order can also be faxed or e-mailed, and will be deemed equivalent to a written document.

4. Prices

- 4.1 The price quoted in the order is binding.
- 4.2 Unless otherwise agreed in writing, the price includes “free domicile” shipment to the delivery address specified by CARBAGAS, including packaging and any assembly work.
- 4.3 This price is intended to cover all principal and ancillary services which, according to the offer documents and drawings or catalogues of the Contracting Party, form part of the overall service, subject to acceptance, specified in the Contract. Also covered are expenses relating to Art. 17.1 of the GPC, any transfers of intellectual property in accordance with Art. 17.2 of the GPC as well as any surcharges, taxes and duties, with the exception of value added tax.
- 4.4 Prices determined by weight are based on the official weighting or, if this is not available, the weights specified by CARBAGAS.

5. Confidentiality

- 5.1 The Contracting Party undertakes to ensure the confidentiality of all information obtained in the context of the business relationship.
- 5.2 The Contracting Party is obliged to sign a separate non-disclosure agreement at CARBAGAS’S request.

6. Invoices

- 6.1 Invoices may not be included with the goods; instead they must be posted separately to CARBAGAS’S central administration office, clearly stating the order number.
- 6.2 The order number and the numbers of each item must be specified on the invoice. If this information is not provided, the invoices are void. Copies of invoices must be marked as duplicates.

7. Payments

- 7.1 Payments are made within 30 days net unless otherwise agreed.
- 7.2 The payment term begins as soon as the Contractual Service has been completed and the duly issued invoice has been received. If the Contracting Party is required to provide material tests, test reports, quality documents or other documents, the Contractual Service must also include receipt of these documents as one of its terms. The Contractual Service is only considered to be completed in full if any defects have been eliminated.
- 7.3 Payment and the commissioning of equipment do not constitute the recognition of the Contractual Service as being compliant with the Contract.

8. Date of performance

- 8.1 The date of performance and all other time information specified by the Contracting Party when the order is placed are binding.
- 8.2 The punctual receipt of deliveries is determined by when the delivery is received at the place of reception specified by CARBAGAS; for deliveries requiring installation or assembly it depends on when they are accepted, and other Contractual Services depend on when the agreed Contractual Service is provided.
- 8.3 The Contracting Party is obliged to immediately inform CARBAGAS in writing of any circumstances that arise or become apparent to them that may prevent them from complying with the agreed date of performance.
- 8.4 CARBAGAS must agree beforehand to all early deliveries, deliveries made outside the goods acceptance times specified by CARBAGAS as well as partial or additional deliveries.

9. Right of inspection

9. during the manufacture and up to the delivery of the items ordered, CARBAGAS may inspect the material, manufacturing processes and other work involved in providing the Contractual Service. CARBAGAS may request a report regarding the items they ordered at any time, in particular concerning the progress of manufacture. CARBAGAS’S right of inspection does not affect the obligations of the Contracting Party, in particular with regard to warranty and liability.

10. Shipping and transfer of risk

- 10.1 Contractual Services, which include deliveries, are free domicile, unless otherwise agreed in writing.
- 10.2 For Contractual Services involving installation, assembly or other contractual work, the risk will transfer when the services/goods are accepted, in the case of deliveries, it is when they are received at the place of reception specified by CARBAGAS, and in the case of collection by CARBAGAS, when the goods are handed over.
- 10.3 All consignments must include a packing slip or delivery note indicating the contents and the complete order number. If this does not happen, CARBAGAS is not liable for any delays in processing. Partial or balance deliveries must be marked as such.

11. Securities and guarantees

11. At CARBAGAS’S request, the Contracting Party will provide an advance payment guarantee, performance or warranty bonds.

12. Safety and accident prevention regulations

- 12.1 The Contractual Services must comply with the safety and accident prevention regulations applicable to CARBAGAS, as well as the necessary authorisations and specifications, drawings and other information specified in the order, and the Contracting Party must check that they do.
- 12.2 Modifications to the regulations needed for the proper completion of the Contract, in particular those resulting from changes in the law or regulations, must be taken into account independently by the Contracting Party until the transfer of risk.

13. Packaging

The Contractual Services must comply with the material specifications and similar requirements specified by CARBAGAS. Hazardous substances must be packaged and labelled in accordance with the applicable laws, and the corresponding material safety data sheets must be supplied. Likewise, dangerous goods must be packed and labelled in accordance with the applicable laws; the classification of dangerous goods or, if applicable, the words "no dangerous goods" must be indicated on the delivery note. The Contracting Party is liable for damages caused by inadequate packaging or inappropriate transport.

14. Warranty and guarantees

- 14.1 If a defect in terms of quality or quantity is found in the course of CARBAGAS'S inspection of the Contractual Service, the Contracting Party bears the costs of the inspection of the goods, irrespective of the assertion of other claims.
- 14.2 CARBAGAS is entitled to the statutory warranty claims in full. Irrespective of this, CARBAGAS is entitled to demand that the Contracting Party either rectify the defects or replace the delivery. In this case, the Contracting Party is obliged to bear all expenses necessary for the purpose of rectifying the defect or for replacing the delivery.
- 14.3 The statutory warranty period, calculated from the transfer of risk, shall apply, unless otherwise agreed in the order.
- 14.4 If the Contracting Party will not rectify the defects within a reasonable period and CARBAGAS needs to have these rectified immediately in order to avoid delays of its own or for other urgent reasons, CARBAGAS may carry out the repairs themselves or contract a third party to do so at the expense of the Contracting Party without specifying a deadline. If the Contractual Service is not performed in due time, it will be assumed that the repair work will also not be completed in time.
- 14.5 If the Contracting Party does not fulfil the Contract or fulfils it incorrectly, CARBAGAS is entitled to terminate all contractual relationships with the Contracting Party that are connected with the regular supply of goods or the regular provision of services or work. This does not apply if the Contracting Party can demonstrate that mistakes of this kind are not going to be repeated in the future.
- 14.6 The performance parameters the Contracting Party specifies qualify as guarantees.
- 14.7 The Contracting Party undertakes to maintain a supply of spare parts for the goods they supply for a period of 5 years.

15. Liability

- 15.1 The Contracting Party indemnifies CARBAGAS for all losses, damages, costs, liabilities or expenses (including full compensation for legal costs) and all claims from third parties on the basis of or as a result of breaches to the Contract or tort (including, but not limited to negligence) by the Contracting Party, their employees and third parties the Contracting Party has called in to fulfil the Contract.
- 15.2 The Contracting Party shall arrange adequate insurance to cover the liability risks referred to in this provision and, if necessary, grant CARBAGAS sight of the respective insurance policy.

16. Industrial property rights

- 16.1 The Contracting Party is responsible for ensuring that their Contractual Service does not infringe upon any rights of third parties.
- 16.2 If a third party asserts a claim against CARBAGAS in this respect, the Contracting Party is obliged to indemnify CARBAGAS against these claims at the first written request.
- 16.3 The Contracting Party's obligation to indemnify relates to all expenses CARBAGAS incurs as a result from or in connection with the claim by a third party.

17. Tools, moulds, samples, documents, printed files

- 17.1 The Contracting Party undertakes not to disclose the documents, tools, printed files, moulds and samples developed for CARBAGAS, and any items produced thereafter, to third parties without the written consent of CARBAGAS, nor to use them for any purposes other than those specified in the Contract and to send them to CARBAGAS at the latter's first request.
- 17.2 Printed files must be sent to CARBAGAS in an editable format on a suitable data carrier, e.g. USB stick, CD, DVD. On the date of performance, the Contracting Party grants all transferable intellectual property rights pertaining to the printed files, such as reproduction, distribution, modification and transfer rights, to CARBAGAS for their exclusive use.
- 17.3 The Contracting Party will bear the costs for errors made by the Contracting Party in the documentation and the errors resulting thereafter as a consequence.

Force majeure

CARBAGAS and the Contracting Party are not liable for the non-performance of the contractual obligations resulting from events of a "force majeure". "Force majeure" refers to circumstances that happen after the Contract has been concluded, such as natural disasters, which are unpredictable and cannot realistically be avoided. In such a case, the contractually agreed deadlines shall be extended by the duration of the hindrance plus a reasonable start-up period.

18. Privacy policy

CARBAGAS collects and processes personal data insofar as this is necessary to fulfil the Contract. For more detailed information, please refer to our Privacy Policy at www.carbagas.ch.

19. Code of conduct

Carbagas points out its principles as set out in the Carbagas Code of Conduct and the Anti-Corruption Code of Conduct (both can be read at www.carbagas.ch). The supplier shall adhere to the principles contained therein and shall implement and continue to implement policies and procedures to promote compliance with the applicable anti-corruption laws and regulations.

20. Severability clause

If provisions of these conditions are or become ineffective or if a loophole is found in the conditions, this shall not affect the validity of the remaining provisions.

21. Place of performance

Unless otherwise stated in the order, CARBAGAS'S registered office is the place of performance.

22. Applicable law and place of jurisdiction

The city of Bern is the exclusive place of jurisdiction. Swiss law applies exclusively to the exclusion of conflict of laws and state treaties, in particular to the exclusion of the Federal Act of 18 December 1987 on International Private Law (SR 291) and the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (SR 0.221.211.1).

23. Entry into force

These GPC will enter into force on 1.9.2019 and will replace all previous conditions of purchase. They are binding to all transactions with the Contracting Party, including future transactions, until new conditions of purchase have been drawn up. These conditions are subject to any alternative written agreements made with the Contracting Party.