

General conditions of purchase

1. Preamble

- 1.1 These General Conditions of Purchase apply to all orders for deliveries of goods, as well as to services and work performed. Novadis GmbH's conditions of purchase are exclusively applicable. Any terms and conditions of the contractor which contradict or differ from Novadis GmbH's conditions of purchase are not recognised by Novadis GmbH, unless Novadis GmbH explicitly agrees in writing to their being applicable. Novadis GmbH's conditions of purchase will apply even if Novadis GmbH accepts a delivery without reservations whilst being aware of contradictory or differing terms and conditions of the contractor.

2. Orders and other declarations

- 2.1 Orders will only be binding if they are issued or confirmed by Novadis GmbH in writing. The same applies to other declarations.
- 2.2 As confirmation of an order we expect the duplicate of our order, stamped and bearing a legally valid signature. Any changes or additions of the contractor in the order confirmation will only be recognised to the extent that Novadis GmbH subsequently agrees to them in writing. The acceptance of the delivery or payments made by Novadis GmbH do not constitute recognition of the contractor's general terms and conditions of business. However, we will consider the rendering of the ordered performance by the contractor as acknowledgement of our conditions of purchase, even if the contractor has previously explicitly objected to them or referred to other conditions in its order confirmation.

3. Prices

- 3.1 Unless an arrangement to the contrary is made, the prices should be understood on the basis of free delivery to the destination and inclusive of packaging and all additional costs.

4. Invoicing and payment

- 4.1 Payment will be made within 30 days from the receipt of the goods and an original invoice by Novadis GmbH, with a 2% discount deduction, or within 60 days without any deductions, by the payment method chosen by Novadis GmbH. If a delivery is carried out before the agreed delivery time, this will not affect the payment deadline related to that delivery time. If the invoice is received later than the goods, the discount time limit will be counted from the time when the invoice was received.

5. Assignment

- 5.1 The contractor may not assign its contractual claims to third parties, in part or in whole, without the prior written consent of Novadis GmbH.

6. Delivery deadlines and delivery times

- 6.1 If the contractor finds that it cannot comply with the agreed time limits and deadlines, it must immediately notify Novadis GmbH to that effect in writing.
- 6.2 In the event of a delay in making delivery, the contractor will be liable under the statutory provisions. Besides its entitlement to compensation for damage, Novadis GmbH will have the right to demand a contractual penalty in the amount of 0.5% of the total order value for each commenced week by which the time limit was exceeded, but not more than 5% in total.

7. Transport and damage in transit

- 7.1 The agreed or prescribed type of transport must be used. The contractor will be obliged to insure the goods up to the moment when they are handed over at the place of fulfilment or destination. Invoiced loan packaging will not be paid for but will be returned carriage paid. The contractor will be liable for damage in transit resulting from inadequate or unsuitable packaging, even if Novadis GmbH accepts the goods at the delivery point.

8. Warranty

- 8.1 The contractor warrants that its delivered goods have the contractually guaranteed properties and do not have any defects which cancel out or reduce their value or their fitness for their usual use or the use provided for in the contract.
- 8.2 The warranty begins upon delivery or, if an acceptance procedure has been agreed, upon the acceptance of the subject of the delivery.
- 8.3 The warranty will be valid for 24 months. The warranty period will begin to run again for repaired or replaced parts.
- 8.4 The contractor must immediately eliminate any defects, in the meaning of section 2.1 (*sic*), reported within the warranty period. If this impossible or unreasonable for Novadis GmbH, Novadis GmbH will be entitled to a delivery of a defect-free item. The costs of eliminating defects or providing a substitute delivery, including all additional costs (e.g. freight charges), will be borne by the contractor. If the contractor fails to fulfil the above warranty obligations or fails to fulfil them in accordance with the contract, or in urgent cases, Novadis GmbH will have the right to take the necessary measures at the contractor's expense. In particular, Novadis GmbH can itself replace defective parts, have them replaced by third parties or acquire a replacement from third parties. The right to cancellation of the contract or a price reduction or to compensation for damage will not be affected.
- 8.5 If the defect is the result of culpable conduct of the contractor or if the subject of the delivery lacks a guaranteed property, the contractor will also have to provide compensation for any damage which does not arise on the item itself.

9. Product liability

- 9.1 Throughout the period in which it supplies Novadis GmbH, the contractor will maintain a product liability and corporate liability insurance policy which provides reasonable coverage for the risks stemming from the liability and our indemnification and fulfils the following conditions: local applicability worldwide, including the USA/Canada; installation/disassembly and the costs of inspection included. Documentary proof of the insurance coverage must be provided at our request.

10. Prohibition on advertising/confidentiality

- 10.1 The use for advertising purposes of enquiries, orders, related correspondence, the fact that a supply relationship exists or its initiation will require the prior consent of Novadis GmbH.
- 10.2 The contractor will keep confidential with respect to third parties all business processes, facilities, plants, documents, etc. at Novadis GmbH and its customers of which it becomes aware in connection with its work for Novadis GmbH, including after the respective offer is submitted or the performance of the contract. It will impose corresponding obligations on its vicarious agents and representatives.

10.3 Any tools, gauges, appliances, models etc. paid for by us will remain our property and must be appropriately stored and insured against all damage. They cannot be altered, destroyed or used for third parties without our written consent.

11. Partial ineffectiveness

11.1 Should individual provisions of these conditions be ineffective, in part or in whole, the rest of these conditions will remain effective. An ineffective or unenforceable provision will be deemed to have been replaced by an effective and enforceable provision which comes closest to the commercial objective of the parties, as far as is legally possible.

12 Place of performance and place of jurisdiction

12.1 The parties agree that for any disputes the registered office of Novadis GmbH will be the exclusive place of jurisdiction. Novadis GmbH will have the right to take legal action against the contractor through other competent courts.

13. Applicable law

13.1 The legal relationships between Novadis GmbH and the contractor are subject to Swiss law. The German text of these General Conditions of Purchase will be the prevailing version. The UN Convention on Contracts for the International Sale of Goods (the Vienna Convention) of 11 April 1980 is not applicable.