

General Conditions of Purchase

FISCHER Group



The FISCHER Group General Conditions of Purchase are available in several languages. In the event of discrepancies, ambiguities or questions of interpretation between the language versions, the German version shall be binding and authoritative.

1. Exclusive Validity

- 1.1 These General Terms and Conditions of Purchase apply to all purchases made by or on behalf of a company of the FISCHER Spindle Group in Switzerland or Germany (hereinafter referred to as "FISCHER").
- 1.2 Deviating or other conditions, in particular the supplier's terms and conditions of sale, shall only apply to the extent that FISCHER has expressly agreed to them in writing.
- 1.3 All forms of transmission that allow proof by text (e-mail, EDI, etc.) are equivalent to written form. The requirement of written or text form can only be waived in text form.
- 1.4 The General Terms and Conditions of Purchase shall also apply if FISCHER accepts deliveries from the Supplier without reservation in knowledge of the Supplier's deviating terms and conditions.

2. Enquiry and offer

- 2.1 Through FISCHER's request, the supplier is requested to submit a free offer.
- 2.2 The offer must relate exactly to the request, and all deviations must be expressly pointed out.
- 2.3 By submitting an offer, the supplier confirms the manufacturability of the product, subsequent price adjustments will not be considered

3. Order

- 3.1 Orders, including any supplements, are binding only if they have been placed in writing. Written form is also observed if the order is placed in text form via an IT interface.
- 3.2 FISCHER is entitled to demand changes to the goods to be delivered within reasonable limits. Any additional or reduced costs associated with this must be settled by mutual agreement.
- 3.3 The order must be confirmed by the supplier within 5 working days. The delivery must correspond exactly to the order in terms of quantity.

4. Subcontracting

- 4.1 If the supplier commissions subcontractors, he must inform FISCHER in good time. FISCHER reserves the right to reject the subcontractor within 2 working days of becoming aware of it.
- 4.2 The supplier shall be liable without limitation for the services of its subcontractors.
- 4.3 The supplier undertakes to transfer the confidentiality obligations imposed by FISCHER to its subcontractors to the same extent.

5. Prices, terms of payment

- 5.1 The agreed prices are binding fixed prices, plus the respective statutory value added tax and cannot be increased by surcharges of any kind.
- 5.2 Unless otherwise agreed, a payment term of 30 days net without deduction applies from receipt of the invoice, but

at the earliest from receipt of the goods.

- 5.3 Invoices must be sent to FISCHER by e-mail to the address specified in the order when the goods are shipped. The invoice should contain the information required by law and the information relevant to VAT compliance, as well as the order numbers, the customs tariff numbers and the country of origin.
- 5.4 Payments made by FISCHER do not constitute an acknowledgement of proper performance of the contract by the supplier.
- 5.5 In the event of defective delivery and in the absence of documents to be provided by suppliers (e.g. proof of origin, initial sample report), FISCHER shall be entitled to withhold payment on a pro rata basis until proper fulfilment.
- 5.6 Additional services deviating from the order shall not constitute a claim for payment on the part of the Supplier that goes beyond the value of the order. The supplier must inform FISCHER of the reason for the additional service in advance without being asked. The decision on the acceptance of the additional service is reserved for FISCHER. If FISCHER rejects the additional service, the supplier must collect it at its own expense.
- 5.7 The Supplier shall not be entitled to assign or transfer its rights and obligations towards FISCHER without the prior written consent of FISCHER.
- 5.8 In the case of advance payments, FISCHER is entitled to demand appropriate bank or insurance guarantees. The fees for this are at the expense of the supplier

6. Transfer of ownership

- 6.1 If the supplier delivers goods to FISCHER that are his property, the title shall pass to FISCHER as soon as the invoice has been paid in full.
- 6.2 Insofar as FISCHER processes, mixes, mixes or inseparably combines the goods in which the Supplier owns property before full payment of the purchase price with objects owned by FISCHER, the Supplier shall acquire co-ownership in proportion to the value of the goods delivered in the newly created item.

7. Provision of materials

- 7.1 Material, individual parts and components supplied by FISCHER for the execution of an order remain the property of FISCHER even after processing or processing. Unprocessed material, individual parts, components and scrap must be returned without being asked.
- 7.2 Tools, devices and gauges that FISCHER makes available to the Supplier, or that are specially made for FISCHER and paid for by FISCHER, remain the property of FISCHER and may not be made available to third parties for inspection or use without written permission, are required to be permanently marked FISCHER-property on a visible surface and must be returned to FISCHER upon completion of the order or request by FISCHER.

8. Delivery time, consequences of delays and flat-rate costs

- 8.1 The dates and deadlines specified in the order or otherwise agreed in writing are binding.

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- 8.2 If a day, a week, a month or a quarter is specified as the delivery date, the supplier shall be in default on the 1st day of the following period in the event of non-delivery, without the need for a reminder. If the agreed delivery date is exceeded, FISCHER expressly reserves the right to assert all legal claims.
- 8.3 The Supplier may only invoke the absence of necessary documents or supplementary objects or individual parts to be supplied by FISCHER if he has requested them in good time or if he has immediately issued a reminder where appointments have been agreed.
- 8.4 If the supplier has to assume that the delivery cannot be made in full or in part on time, he must inform FISCHER immediately and state the expected delivery date. This notification obligation does not release from the consequences of the delay.
- 8.5 If the supplier is in default, FISCHER reserves the right to charge a flat rate of 0.5% per week, but no more than 5% of the total purchase price. It is also owed if the benefits are accepted subject to reservation. If the supplier is in default with a partial delivery, the amount of the lump sum is calculated from the price of the entire goods to be delivered by the supplier, the use of which is impaired by the delay in the partial delivery. The payment of the lump sum does not release the supplier from the other contractual obligations. The right to claim further damages is reserved.
- 8.6 Without prior written consent, the supplier is not entitled to make over- or under-deliveries.
- 8.7 A delivery before the due date must be announced in good time (at least 5 working days before the planned delivery). FISCHER reserves the right to refuse to accept an early delivery without being in default of acceptance.
- 8.8 The supplier is only entitled to offset or withhold on the basis of an undisputed or legally established claim.
- 9. Packaging and transport**
- 9.1 Unless otherwise stipulated in terms of delivery, deliveries are in accordance with Incoterms 2020 DDP (designated destination) for foreign suppliers and Incoterms 2020 DAP (delivered named destination) for domestic suppliers.
- 9.2 The supplier must always choose the most favourable shipping method for FISCHER.
- 9.3 Taking into account the applicable packaging regulations, the supplier assumes the packaging costs, storage costs and all other incidental shipping costs. The supplier is responsible for proper packaging of the goods. The supplier is liable for damage caused by improper packaging.
- 9.4 In the case of products that have to be stored in accordance with specific regulations, the supplier must send the corresponding regulations and storage instructions.
- 9.5 If the return of packaging material is agreed, the supplier must bear the costs of the return transport. If the packaging used is invoiced separately on the basis of an individual agreement, FISCHER has the right to return it to the supplier in a usable condition carriage paid against a credit of at least 2/3 of the calculated packaging costs. In the case of standardised packaging (Euro pallet, lattice boxes), 100% of the calculated costs will be refunded.
- 9.6 FISCHER is an SLVS waiver customer. Transport insurance premiums, rolling charges, preparation of transport documents and the supplier's pallet exchange fees are not reimbursed.
- 9.7 The transfer of benefit and risk is regulated in the Incoterms 2020.
- 10. Delivery notes and other documents**
- 10.1 Each consignment must be accompanied by a delivery note containing the following information:
- Description of the goods including the material number used by FISCHER
 - Quantities and weights
 - Order number and date
 - Destination.
- 10.2 All correspondence relating to the shipment of the goods must contain the FISCHER order number, as well as the shipping documents, as well as gross and net weight information.
- 10.3 If the required shipping documents and certificates for a delivery are not delivered in accordance with the regulations, the invoice amount will not be due for payment until the omission has been made up.
- 10.4 Traceability at all times is guaranteed by the supplier.
- 11. Inspection and acceptance of the delivery, warranty**
- 11.1 The goods must be delivered inspected. FISCHER reserves the right to check the delivery as well. If it corresponds to the order (full fulfilment of the quality requirement), it will be accepted, otherwise it will not. If Fischer detects deviations during the incoming goods inspection, it reserves the right to charge for the measurement effort.
- 11.2 If FISCHER discovers defects in the delivered goods during normal business operations, they will be reported to the supplier immediately. The supplier waives the objection of late notice of defects.
- 11.3 Payment for the goods does not mean a waiver of any warranty claims.
- 11.4 The Supplier warrants that the Deliverable does not have any defects that would impair its value or suitability for the intended use, has the warranted properties and complies with the prescribed performance and specifications as well as the relevant laws, regulations and other provisions.
- 11.5 If the delivery item is defective, FISCHER is entitled to statutory warranty claims.
- 11.6 After the notice of defects has been made, the Supplier is obliged to remedy the defects at its own expense within the period set by FISCHER (which must not be unreasonably unrealistic) or to deliver a defect-free replacement free of charge.
- 11.7 If the Supplier is in default with the remedy of the defect despite a reasonable deadline, if there is a danger in delay or if there is a particular urgency, FISCHER shall be entitled to remedy the defects itself or to have them remedied at the Supplier's expense.
- 11.8 Unless otherwise agreed, claims for material defects shall become statute-barred 24 months A after acceptance and the examination of defects. The limitation period for defects in the replacement delivery or repair is 12 months from the date of replacement.
- 11.9 Liability for material defects includes all costs associated

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with the removal of defects, such as removal or return transport costs.

11.10 FISCHER reserves the right to charge a processing fee of 250 €/CHF for each return due to the material defects of the delivery.

11.11 In the event of differences in the quality values, the result of control samples or investigations carried out by independent and recognised testing institutes are crucial. Both parties agree in advance on the choice of the institution to be commissioned with the audit. The cost of these samples shall be borne by the party that is in the wrong.

12. Supply of spare parts

12.1 The supplier ensures the supply of spare parts for its goods, at least within the first 10 years after the last delivery.

12.2 The supply of spare parts must be made under competitive conditions in terms of price and quality.

13. Product liability and liability insurance

13.1 If the supplier is responsible for a product defect, he is obliged to indemnify FISCHER at first request for damages incurred by FISCHER as well as from claims for damages by third parties.

13.2 The Supplier undertakes to maintain a public liability/product liability insurance policy with a worldwide coverage of at least €5 million per personal injury and/or property damage and to disclose this at FISCHER's request.

14. Trade mark rights

14.1 The supplier is liable for ensuring that no domestic or foreign patents or other property rights are infringed by the delivery and use of his goods.

14.2 In this respect, the supplier indemnifies FISCHER from all claims for damages by third parties.

15. Drawings, test certificates, operating regulations, tools and test equipment

15.1 FISCHER's approval of execution drawings does not relieve the supplier of responsibility for its delivery. The definitive execution plans, test certificates, maintenance and operating regulations, as well as spare parts lists for proper maintenance of the delivery, must be handed over in the required number and language at the latest together with the delivery.

15.2 The drawings, tools, models, etc. made available to the supplier remain the property of FISCHER and must be returned without being asked to do so after the order has been executed.

16. Secrecy

16.1 The contracting parties undertake to treat all non-public commercial and technical information that becomes known to them through the business relationship as a trade secret. The Supplier shall treat the order and the related work, information or deliveries confidentially.

16.2 The duty of confidentiality extends for 5 years beyond the duration of the supplier relationship.

16.3 If the supplier wants to refer to its business relationship with FISCHER in its advertising, this requires written permission from FISCHER.

16.4 In cases of subcontracting, the Supplier shall be obliged to contractually bind the Subcontractor with regard to confidentiality in accordance with the above provisions and to demonstrate this at FISCHER's request.

17. Quality assurance

17.1 For its delivery, the supplier must comply with the state of the art in science and technology, the safety regulations and the agreed technical data. He must set up and prove a corresponding quality management system. FISCHER reserves the right to audit the effectiveness of the quality management system on site.

17.2 Changes to the goods to be delivered require the prior written consent of FISCHER.

18. Privacy

18.1 Detailed information on the handling of personal data of business partners is contained in the document "Privacy Policy". The document is available for download at www.fischerspindle.com.

18.2 The contracting parties shall ensure that all persons entrusted with the processing and performance of the contract comply with the legal provisions of data protection.

19. Withdrawal and termination

19.1 If the supplier is in default with regard to the delivery or the warranty obligations and a reasonable grace period has elapsed without success, FISCHER shall be entitled to withdraw from the contract and waive the delivery by asserting the damage incurred.

19.2 If it becomes apparent before the due date of delivery that the supplier will exceed the delivery period in an economically unreasonable manner, FISCHER may withdraw from the contract and waive the delivery.

19.3 In addition, FISCHER is entitled to terminate the contractual relationship with the Supplier and to withdraw from current orders if the Supplier's financial situation deteriorates significantly. This applies in particular if insolvency proceedings are opened over the Supplier's assets or if an opening is rejected due to a lack of assets, or if the Supplier has not only temporarily suspended its payments.

19.4 Other statutory rights of withdrawal are not affected by the above provisions.

20. Severability clause

20.1 If any of the foregoing provisions are invalid or unenforceable, the parties undertake to find such provision instead that comes closest to the economic purpose of the provision to be replaced while safeguarding the interests of both parties.

21. Place of Performance, Applicable Law and Place of Jurisdiction

21.1 Unless otherwise agreed in writing, the place of performance is the location of the ordering FISCHER company.

21.2 The legal relationship of Swiss substantive law applies to the Swiss locations.

21.3 German law applies to the German locations to the exclusion of conflict of laws.

21.4 The application of the UN Convention on International Purchase (CISG) of 11 April 1980 is excluded.

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- 21.5 The place of jurisdiction is at the location of the ordering FISCHER company.
- 21.6 FISCHER, however, is also entitled to prosecute the supplier at its registered office.