

1. General

These General Purchasing Conditions are also applicable to all future business with the Supplier. Orders are valid only if placed in writing. No signature is required. Fax, email or any other form of transmission that demonstrates proof of the order are considered the written form. The order must be confirmed immediately on receipt by returning a signed copy of the order. If confirmation is not received within 3 days of the order date, it will be assumed that the order has been accepted in its original form. By confirming the order, the supplier accepts these General Purchasing Conditions. These General Purchasing Conditions take priority over contradictory supply conditions of the supplier. The latter will be valid only if expressly confirmed in writing by Noventa AG. The same applies for contradictory conditions contained in the offers and order confirmations. All agreements and relevant declarations of the contracting parties are not valid unless in writing.

2. Plans, technical documents and production equipment

Plans, technical documents such as drawings and calculations etc., which Noventa AG provides to the supplier, are binding. The supplier must check the details provided by Noventa AG and contact Noventa AG to clarify any discrepancies. Noventa AG retains all rights to the plans, technical documents, samples, production equipment such as models, tools and computer software etc. supplied by it. These, including copyright, are the property of Noventa AG and may not be disclosed to third parties, copied or used in any other way without the consent of Noventa AG. The supplier must return all plans, technical documents and production equipment to Noventa AG following delivery and/or in the event of a contract being terminated.

3. Delivery date

The delivery dates stated by Noventa AG in the order are binding. The delivery dates relate to the supply of the contractually due order content at the place of fulfilment specified for the consignment. In the event of the delivery date being exceeded, Noventa AG shall be entitled to insist on fulfilment or to relinquish subsequent delivery without setting an extension. In either case, the supplier must compensate Noventa AG for any damages incurred.

4. Place of performance

The place of performance is the handover location stated in the order. The place of performance for payment is Diepoldsau.

5. Transfer of use and risk

In all cases, use and risk of the ordered contractual content does not pass to Noventa AG until delivery to the place of fulfilment stated on the order.

6. Shipping, packaging and transportation

Compliance with the shipping and packaging instructions of Noventa AG is required for transportation. The supplier is liable for both damage caused by improper packaging and also for damage caused during transportation and storage. Partial and residual consignments must be identified as such. Every consignment must be accompanied by a delivery note, insofar as Noventa AG has not issued any contradictory instructions.

7. Warranty and fault rectification

Noventa AG is entitled to notify defects within the warranty period without observing a specific notification period. Specifically, a payment made by Noventa AG does not indicate acceptance with regard to quantity, price and quality and does not, in any way, affect the defect notification right of Noventa AG. The warranty period is 24 months and starts on delivery to Noventa AG. The supplier undertakes to rectify all defects notified by Noventa AG within the warranty period at first request and without charge to Noventa AG. Should the supplier fail to meet its warranty obligations, fail to meet them immediately or in their entirety, Noventa AG shall be entitled, as it sees fit, to either to insist proper fault rectification or to invoke a price reduction or to return the delivered contractual content against reimbursement of any payment or payments already made. Furthermore, Noventa AG reserves the right to assert damage claims against the supplier for non- or substandard fulfilment.

8. Patents and trademark rights

The supplier guarantees that the delivery or use of the contractual content supplied by it do not represent an infringement of any third party patent or trademark rights (e.g. rights to computer software) and undertakes to indemnify Noventa AG in full from any third party claims. In the event of third party patent or trademark rights being infringed, Noventa AG shall be entitled, as it sees fit and irrespective of any blame on the part of the supplier, to terminate the contract and/or assert damage claims against the supplier.

9. Confidentiality

The supplier is prohibited, without prior written approval from Noventa AG, from disclosing to third parties contractual agreements or information about which it gains knowledge through fulfilling the terms of the contract. Should this confidentiality obligation be infringed, Noventa AG shall seek damages from the supplier.

10. Data protection/personal data

Noventa AG points out that data of the contractor will be stored and processed on the basis of the General Data Protection Regulation (GDPR). Details can be found in the [Data Protection Statement](#). The Supplier undertakes to comply with the relevant data protection regulations, in particular the provisions of the GDPR when providing the contractual service as the controller or contract processor. Without prejudice to the further provisions in this section 10, he is responsible for the lawful handling of personal data provided by us for the provision of the contractual services. The Supplier is also responsible for compliance with formal data protection regulations (e.g. appointment of a data protection officer, performance of a data protection impact assessment, maintenance of processing lists). The Supplier undertakes to process the personal data provided by us exclusively in a lawful and transparent manner, in good faith and exclusively for the provision of services covered by the contract. Any further use of the data, in particular for the Supplier's own purposes or for the purposes of third parties, is not permitted. Furthermore, the Supplier will limit the processing in terms of content and time to the absolutely necessary extent and will ensure the accuracy of the data and their integrity and confidentiality. The Supplier undertakes to take technical and organisational measures to the extent provided by the relevant data protection regulations in order to safeguard the confidentiality, availability, integrity and authenticity of the personal data provided by us. This obligation also includes measures to ensure data protection through technology (Privacy-by-Design) and data protection friendly pre-settings (Privacy-by-Default). The Supplier undertakes to use only employees who have been made familiar with the statutory provisions on data protection and the special data protection requirements of our orders and orders through suitable measures and who, insofar as they are not already subject to appropriate statutory confidentiality obligations, have been fully committed in writing to confidentiality in order to provide the services covered by the contract.

11. Prices

The price shown in the blanket contract and/or purchase order is a fixed price and binding for the entire acceptance quantity.

12. Invoicing and payment dates

All supplies are to be billed on despatch, a separate invoice being issued for each individual order. Unless otherwise agreed in writing and observing the contractual and defect free supply of the contractually owed content, as well as the associated documentation, invoices fall due for payment within 30 days of being issued. In the event of substandard supplies of the contractually due content, the 30 day period shall commence following proper fault rectification.

13. Compliance with the applicable legal conditions

The supplier guarantees to comply with the laws and conditions applicable to the product, especially those concerning environmental protection, product safety, occupational health and safety, human rights and child labour. Should supplier infringe said laws and conditions, Noventa AG must be notified in writing and the infringement rectified immediately.

14. Place of jurisdiction and applicable law

The exclusive place of jurisdiction is Diepoldsau. Swiss law only shall apply, excluding its choice of law principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, 11. April 1980, (UN Commercial Law [CISG]) are not applicable.

Confirmation Supplier

Company:

Street/No.:

Postcode/Town:

Given name/Name:

Position:

Date:

Signature: