

General Terms and Conditions of Purchase (GTCP) / CH_EN_03.2023

1. Exclusive applicability

1.1 These General Terms and Conditions of Purchasing (GCTP) apply to all contracts for the procurement of goods and services between LEGIC Identsystems AG, Binzackerstrasse 41, 8620 Wetzikon, Switzerland ("LEGIC" or "purchaser"), and the supplier.

1.2 Provisions that deviate from these GTCP shall only apply if agreed in writing.

1.3 The application of the General Terms and Conditions of sale and delivery of the supplier is expressly excluded.

2. Offer

2.1 By addressing an enquiry the supplier is requested to make an offer as a specialist supplier free of charge. The offer shall be appropriately adjusted to the descriptions and purposes of the purchaser and any deviations shall be expressly indicated; the supplier acknowledges his duty to inform. Unless the supplier sets a time limit in his offer, the offer shall be binding for 60 days.

3. Ordering/Conclusion of contract

3.1 A contract is only concluded when a written order is placed by LEGIC.

3.2 Where LEGIC order deviates from the supplier's offer, the order shall itself be deemed an offer. Unless the supplier rejects this offer by LEGIC in writing within five working days, the contract shall be deemed concluded under the terms and conditions of LEGIC offer and these GTCP.

3.3 Where the conclusion of contract is dependent on order confirmation by the supplier, the contract shall only be concluded and LEGIC shall only be bound if this confirmation does not deviate from the order.

3.4 Written orders that are call-ups of goods under an existing master supply agreement directly constitute an individual contract of sale and do not require acceptance of the order or an order confirmation by the supplier.

4. Prices

4.1 Unless otherwise agreed, the prices set are deemed fixed prices DDP LEGIC (Incoterms 2020). They include all ancillary costs such as packaging, shipping costs etc..

5. Delivery dates and consequences of delays

5.1 The delivery shall be due at the place of destination on the agreed delivery date. In cases of fixed dates a delay shall automatically result in default, unless difficulties are notified at an early stage and the parties agree a different solution in writing.

5.2 If a contractual penalty is agreed in the event of late delivery, this shall be 0.5 per cent per day of delay since the start of the delay, however, in total not more than 20 per cent of the price of the late delivery. Where the supplier is in default with regard to a part-delivery, the contractual penalty shall be calculated on the basis of the price of the entire goods or services to be supplied by the supplier, the use of which is compromised by the delay of the part-delivery.

5.3 The statutory assumption of relinquishment of the delivery in cases of default shall not apply. Instead, the purchaser shall have all options for the case of default pursuant to Art. 107 of the Swiss Code of Obligations (OR).

5.4 In all cases of default on part of the supplier, and irrespective of any fault on his part, the purchaser shall have the right to full compensation for any direct or indirect damage that exceeds a possible contractual penalty.

5.5 The supplier may only plead failure on part of the purchaser to perform necessary services or preparatory acts if these services are specified in the offer and a reminder notice is issued by the supplier in good time.

5.6 Part deliveries and early deliveries shall only be permitted following agreement in writing.

6. Transport, risk-bearing, insurance and packaging

6.1 In the absence of a written agreement to the contrary deliveries shall be DDP LEGIC (Incoterms 2020), this shall also apply correspondingly to domestic business.

6.2 The passing of risk shall take place following delivery to the place of destination.

6.3 The supplier shall bear full responsibility for appropriate packaging. The supplier shall give notice of any requirement to apply special care in the removal of auxiliary constructions etc.

6.4 The supplier provides LEGIC with all required admissions and approvals and shall inform LEGIC on any applicable import-/export regulation or restriction.

7. Quality assurance, checks on receipt and notification of defects

7.1 The supplier shall undertake all quality assurance measures that are reasonable and agreed with LEGIC where applicable with regard to the goods and services to be supplied. The purchaser's quality requirements or specifications must be complied with under all circumstances. Where the supplier ascertains that particular specifications of the purchaser are impossible, incorrect or dangerous he shall immediately inform LEGIC of this fact in writing. A complementary quality assurance agreement between LEGIC and the supplier shall apply where applicable.

7.2 The supplier shall conduct detailed quality checks prior to delivery to LEGIC. LEGIC is therefore released from qualitative checks on receipt of the goods. Checks on receipt of the goods by LEGIC shall be limited to identity, quantity and externally discernable transport damage. Subject to proof to the contrary, the values determined by LEGIC in the course of checks upon receipt of goods are authoritative with regard to quantity, weight and mass.

7.3 Defects shall be notified in writing by LEGIC at the latest within 14 days of their detection. Warranty claims are preserved if the notification of defects is issued before expiry of the warranty. The supplier waives the plea of late notification of defects.

8. Warranty

8.1 As a specialist supplier the supplier shall guarantee that the delivered item is free from defects, that it is suitable for the intended use and that it possesses all warranted attributes, complies with the legally prescribed specifications and capacities and conforms with state-of-the-art technology. The supplier guarantees further that the delivered item complies with the statutory and regulatory provisions at the place of manufacture and the place of destination (e.g. SEV (Association for Electrical Engineering, Power and Information Technologies), SVDB (Swiss Association for Supervision of Pressure Vessels), SUVA (Swiss Accident Insurance Fund)).

8.2 The warranty period shall be 24 months from successfully putting into operation, use etc., but no longer than 30 months from delivery.

8.3 If it becomes apparent during the warranty period that the delivery, or parts thereof, does not comply with the warranty provisions in Art. 8.1 the supplier shall, at the purchaser's choice, without delay and at his own cost remove the defects on site, or have the defects removed on site, or provide and install a replacement free of charge. Where complete repair cannot be expected with a time period convenient to the purchaser the purchaser may himself remove the defects, or have the defects removed, or procure a replacement, at the cost and risk of the supplier. The supplier shall bear all costs related to transport, exchange, installation and any travel expenses for warranty works.

8.4 The supplier shall be liable for subcontractors to the same extent as for his own Performance or omissions.

8.5 The same terms and conditions of warranty shall apply to replacement deliveries and rectifications of defects. Their warranty period shall begin at their delivery.

8.6 In cases of warranty claims, the supplier shall be liable to the purchaser, irrespective of any fault on his part, for all direct and indirect and immediate and consequential damage.

8.7 Warranty claims, including claims for damages, lapse at the end of one year after the end of the warranty period.

8.8 Further statutory rights of the purchaser are reserved.

9. Withdrawal

9.1 If the supplier is in default regarding delivery or warranty works pursuant to Art. 8.3 and, in case of transactions where the delivery date is not fixed, an appropriate extension period has expired fruitlessly the purchaser may withdraw from contract and waive the claim to the delivery.

9.2 Where it is determined before the delivery falls due that the supplier will not meet the delivery time limit the purchaser may also withdraw from contract and waive the claim to the delivery.

9.3 The purchaser may also withdraw from contract if it is definitely determined in the course of manufacture that the delivery item will not comply with the specifications or will not be fit for purpose.

9.4 The purchaser's rights to compensation are reserved.

10. Right to inspect

10.1 LEGIC is entitled regularly to check the progress of works and compliance with specifications and the quality assurance agreement. Following timely notification by LEGIC the supplier shall give LEGIC access to the production sites and the quality assurance documentation.

11. Insurance

11.1 From the time of the first conclusion of the contract with LEGIC, the supplier undertakes towards LEGIC for a period of up to 36 months after the last delivery and/or provision of service to maintain an industrial third-party insurance policy with a lump sum coverage of at least CHF 5,000,000 per personal injury/damage to property and CHF 1,000,000 for pecuniary losses; if LEGIC is entitled to further compensation claims, these will remain unaffected. The supplier must provide LEGIC with evidence of the insurance mentioned above and the payment of premiums for it on first request. If the proof of insurance and premium payment is not provided to LEGIC within seven calendar days upon LEGIC request, LEGIC will be entitled to withdraw from contracts not yet fulfilled in whole or in part (with respect to the part not yet fulfilled).

12. Installation

12.1 Where the supplier is also required to perform installation this shall be included in the price of delivery unless special remuneration is agreed. The provisions specified in this document apply correspondingly to installation services.

13. Works on the purchaser's sites

13.1 Where works are carried out on the purchaser's sites, his safety and security instructions shall be complied with in addition to these GTCP.

14. Drawings and operating instructions

14.1 Prior to manufacturing the purchaser shall, upon request, be provided with working drawings and, if agreed, initial samples for approval. Approval by the purchaser does not, unless expressly agreed, constitute consent to deviations from the specifications and does not release the supplier from his responsibility to ensure that the product is functionally and technically suitable, feasible and free from defects. The definitive construction drawings, maintenance and operating instructions and lists of replacement parts for proper maintenance of the delivered goods shall be provided to the purchaser free of charge upon delivery.

15. Confidentiality

15.1 All specifications, drawings, materials, tools etc. which the purchaser provides to the supplier for the purposes of manufacturing the delivery item or which the supplier creates especially for LEGIC for the customer specific manufacturing of the delivery item are and remain the property of the purchaser, shall be kept secret and may not be used for other purposes, reproduced or made available to third parties. The purchaser shall be entitled to all intangible property rights, especially copyrights. Upon request the purchaser shall without delay be provided with all documentation, including all copies or duplicates. If delivery does not take place, the supplier shall provide the purchaser with the documentation without request.

15.2 The supplier shall treat the order and the related works or deliveries and the relating information with confidentiality.

15.3 Technical documentation of the supplier or his subcontractors which demonstrably existed previously shall be treated with confidentiality by the purchaser. They remain the intellectual property of the supplier/the subcontractor.

15.4 A complementary confidentiality agreement between LEGIC and the supplier shall apply where applicable.

16. Payment terms

16.1 Unless otherwise agreed and subject to complete and correct performance by the supplier payment shall occur within 60 days from receipt of the invoice and the delivery goods. Offsetting against counterclaims is reserved.

16.2 Payments do not constitute approval of the delivery under any circumstances.

17. Pre-payment

17.1 In cases of pre-payment the supplier shall, upon request, provide an appropriate security (e.g. bank guarantee) and interest payment.

18. Miscellaneous dormakaba Supplier Code of Conduct/Material Compliance/Qualitätskontroll-systeme

18.1 Supplier shall during fully comply with all obligations and principles as stipulated in dormakaba's Supplier Code of Conduct, which can be retrieved from <https://www.dormakaba.com/chde/scoc> in English and other languages. Supplier shall report any non-compliance with dormakaba's supplier code of conduct immediately.

18.2 Supplier will implement a quality management system in accordance with DIN EN ISO 9001 and an environmental management system in accordance with DIN EN ISO 14001 and maintain them until complete fulfilment of the last contract concluded with LEGIC. The supplier's products must be manufactured and tested in accordance with the provisions of this quality management. LEGIC is entitled to monitor compliance with the quality management by the supplier in its production facilities after prior notice and during normal business hours.

18.3 The supplier's deliveries and services must comply with Directive 2011/65/EC ("RoHS") on the restriction of the use of certain hazardous substances in electrical and electronic equipment and with Regulation 2006/1907/EC ("REACH"). The supplier further undertakes to deliver only products that do not contain any tin, tantalum, tungsten or gold from the Congo or the bordering countries of the "DRC" region.

18.4 If the relevant laws, regulations or the state of science or technology change between the conclusion of the contract and its fulfilment and should this influence the type and/or scope of the supplier's contractual performance, the supplier will inform LEGIC immediately in writing or in text form about the change and the associated consequences in terms of deadlines and costs. LEGIC will decide on the changes within a reasonable period of time. In the event of approval, the parties will reach an amicable cost settlement on the basis of the order and adjust the contract. If LEGIC does not accept the change, both parties are entitled to withdraw from the not yet fulfilled part of the contract and in the case of permanent contractual arrangements to terminate the contract.

19. Miscellaneous

19.1 All binding declarations between the purchaser and the supplier, including any contract amendments and amendments to these GTCP, must be in writing.

19.2 If a provision of these GTCP proves invalid or impossible it shall be replaced by a valid provision which comes as close as possible to the purpose of the invalid provision. The remaining provisions of these GTCP shall continue to apply.

19.3 All rights of retention and retaining lien of the supplier shall be excluded.

20. Applicable law and place of jurisdiction

20.1 These GTCP and the individual contracts of sale and/or orders and deliveries are subject to substantive Swiss law, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.2 Place of delivery and jurisdiction shall be the domicile of the purchaser in Switzerland. However, the purchaser shall be entitled to pursue legal action against the supplier at the supplier's registered seat.