

Jowat Swiss AG General Terms and Conditions of Purchase

1. **Scope**
 - 1.1 These General Terms and Conditions of Purchase ("Terms and Conditions of Purchase") shall regulate the conclusion, the content and the handling of contracts, in particular of purchase contracts and contracts for work and services as well as orders between suppliers or service providers ("Supplier") and Jowat Swiss AG, Schiltwaldstrasse 33, 6033 Buchrain, Switzerland ("Jowat Swiss") for the purchase of goods, works, products and services ("Product"), which Jowat Swiss orders from the Supplier, regardless of whether the Supplier manufactures the Products itself or has them manufactured or purchases them from Suppliers.
 - 1.2 With the submission of an offer to Jowat Swiss or the acceptance of an order from Jowat Swiss, the Supplier shall agree to these Terms and Conditions of Purchase ([Home | Jowat Adhesives](#)). Written agreements concluded with the Supplier in individual cases shall take precedence over these Terms and Conditions of Purchase.
 - 1.3 Delivery terms or other general terms and conditions of the Supplier (which exist now or will exist in the future) shall not apply. They shall also not apply if they are included in the Supplier's offer or an order confirmation. Deviating, conflicting or complementary General Terms and Conditions of the Supplier shall only become part of the contract if and to the extent that Jowat Swiss has expressly agreed to their validity in writing. Acceptance of the Supplier's products, order confirmations or the like without reservation shall not imply any consent in this context.
 - 1.4 Legally relevant declarations and notifications by the Supplier in relation to the contract (e.g., setting of deadlines, reminders, withdrawal) shall be made in writing (e.g., letter, e-mail).
2. **Price and Payment Conditions / Invoicing**
 - 2.1 Unless otherwise agreed, the prices stated in the order shall be fixed prices (including storage and shipping costs, fees, expenses, and public charges, etc.) excluding VAT. If the Supplier reduces its list prices prior to delivery, the lower prices shall also apply to pending orders and the agreed price shall be reduced commensurately. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Supplier (e.g., assembly, installation) as well as all ancillary costs (e.g., proper packaging, transport costs including any transport and liability insurance).
 - 2.2 The return of the packaging requires a separate agreement.
 - 2.3 Unless otherwise agreed, payment shall be made within 14 (fourteen) days with a 2% (two percent) discount or within 30 (thirty) days net, after delivery, acceptance, and receipt of the invoice.
 - 2.4 We reserve the right to offset counterclaims. In addition, Jowat Swiss shall be entitled to withhold payment without consequences of default, to the extent that any defects notified within the payment period have not been properly remedied by the Supplier.
 - 2.5 Invoices issued in Switzerland shall comply with the formal requirements of the Value Added Tax legislation ("Mehrwertsteuergesetzgebung"). When products are delivered, the origin of the goods and the customs tariff number must be listed. The invoice must be furnished with a movement certificate for deliveries from abroad. In case of domestic deliveries, the invoice must be furnished with a supplier's declaration.
3. **Delivery**
 - 3.1 Unless otherwise agreed in writing, the deliveries shall be made DDP Buchrain (Incoterms 2020).
 - 3.2 The agreed delivery or performance dates shall be binding. If the Supplier has reason to assume that a timely delivery or service provision is not possible, it shall immediately notify Jowat Swiss thereof in writing, specifying the reasons and the expected duration of the delay.
 - 3.3 Each delivery must be provided with a delivery note. The information submitted to the Supplier by Jowat Swiss with regard to the order number, references, and Jowat Swiss article number shall be recorded on delivery notes, invoices, and correspondence. In case of shipments from abroad, the relevant customs documents and a copy of the invoice must be included.
 - 3.4 The provisions set forth in Item 2 shall apply accordingly with regard to the modification of orders already placed.
 - 3.5 In case of non-compliance with a delivery or performance date, the Supplier shall be in default without any further reminder. If the delay lasts more than five days, the Supplier shall owe Jowat Swiss a penalty of 1% (one percent) of the remuneration for each day of the delay (but not more than 10% (ten percent) calculated based on the total remuneration). The Supplier shall be allowed to prove to us that no damage or substantially less damage was incurred as a result of the delay. The contractual penalty shall also be owed if the delayed delivery or service is accepted without reservation. The payment of the contractual penalty shall not exempt the Supplier from its contractual obligations, but shall be offset against the damages owed.
 - 3.6 In case of non-compliance with a delivery or performance date, Jowat Swiss shall be entitled to waive delivery in whole or in part after the unsuccessful expiry of a reasonable grace period, and to withdraw from the contract or to claim damages.
4. **Benefit and Risk**
 - 4.1 The benefit and risk shall pass to Jowat Swiss upon physical handover of the products at the place of destination (at Jowat Swiss or at any other place designated by Jowat Swiss, outside the business or manufacturing premises of the Supplier).
5. **Quality Assurance/Inspection**
 - 5.1 The Supplier shall implement and maintain an effective quality assurance and shall prove this to Jowat Swiss upon request. Unless otherwise agreed, the Supplier shall implement a quality assurance system in accordance with ISO 9001 or its equivalent.
 - 5.2 In case of changes in the manufacturing process of a product or in the composition of the product, the Supplier shall be obliged to immediately notify Jowat Swiss of the changes made, even if such changes do not lead to changes in relation to the product specifications, provided that any impact on product quality cannot be excluded. An agreement reached by Jowat Swiss to manufacture a product in accordance with the adjustments made shall not exempt the Supplier from compliance with the guarantee or warranty pursuant to Item 6.
 - 5.3 Jowat Swiss shall have the right, at any reasonable time and upon giving prior notice, to perform inspections and audits at the Supplier's premises in order to ensure that the Supplier complies with applicable laws and regulations as well as with its contractual obligations.
 - 5.4 The provisions stipulated in a Quality Assurance Agreement agreed between the parties shall take precedence over the provisions of these Terms and Conditions of Purchase.
6. **Warranty**
 - 6.1 The Supplier shall ensure that its deliveries comply in all respects with our order or the offer which we have accepted. It, as a specialist, shall guarantee that the goods do not have any defects affecting their value or their suitability for the intended use, that they have the promised properties, that they comply with the prescribed performance and specifications, and that they are state-of-the-art.
 - 6.2 The Supplier shall assure us that its deliveries have all necessary permits for import and use in the country of destination and comply with all public law regulations at the place of destination. It, as a specialist, shall inform us of any permits or restrictions that may still be necessary. In particular, it shall also observe the regulations concerning health, safety, environmental, employee and wage protection, as well as combating corruption and bribery.
 - 6.3 The Supplier shall ensure and be liable for the fact that the products and work results do not violate any industrial property rights of third parties.
 - 6.4 To the extent that the delivered work results, products or components thereof lay claim to proprietary rights of third parties, the Supplier shall ensure that it has entered into or will enter into a licensing agreement with the holders of such rights which permits the free use of such work results, products or components in the products, equipment, and systems supplied by Jowat Swiss.
 - 6.5 It shall be liable for subcontractors and suppliers as well as for its own performance. The Supplier is also liable for our mandatory or voluntary warranty expenses incurred with respect to our customers. In particular, this shall also apply in the context of any recall or replacement actions to protect our reputation, provided that this expense is attributed to the defectiveness or unsuitability of its delivery. The Supplier shall only be entitled to engage third parties (e.g., subcontractors, substitutes) for the performance of its services with the prior written approval of Jowat Swiss. The Supplier shall be liable for deliveries and services provided by a third party as well as for its own deliveries and services.
 - 6.6 Unless otherwise agreed, the Supplier shall ensure the maintenance of the Products and/or the machines used to manufacture the Products and the subsequent delivery of spare parts for five years after the last delivery of the Products at reasonable prices. The delivery of spare parts and maintenance shall be the responsibility of the Supplier until the products are handed over at the place of destination (at Jowat Swiss or at another place designated by it); thereafter they shall become the responsibility of Jowat Swiss. Any warranty claims by Jowat Swiss shall remain reserved.
- 6.7 The warranty period for material defects and defects of title lasts 36 (thirty-six) months starting from the transfer of risk. In case of repairs or subsequent deliveries, a new warranty period shall begin in each case for the entire item.
7. **Secrecy**
 - 7.1 The Supplier shall keep secret all documents, drawings, calculations, photographs, data carriers, films, plans, tools, molds, materials, software, models, and work results, etc., which are handed over or become known to it in conjunction with contract negotiations or in the performance of the contract. Jowat Swiss reserves all proprietary rights and copyrights. In particular, such information and documents shall not be used for other purposes, reproduced or made available to third parties. They shall be used exclusively for production based on our order. After the order has been processed, they shall be returned to us unsolicited.
 - 7.2 The secrecy obligation shall take effect when the offer is made. The obligation to maintain secrecy shall also apply after this contract has been completed. It shall expire if and to the extent that the production knowledge included in the provided documents, drawings, calculations, photographs, data carriers, films, plans, tools, molds, materials, software, models, and work results, etc. has become public knowledge. This above is subject to any statutory obligations to provide information and our written consent.
8. **Assignment and Pledging**
 - 8.1 Assignment and pledging of claims against us shall not be permitted without our approval.
9. **Retention of Title**
 - 9.1 We shall not recognize any reservations of title declared by the Supplier and they shall not be binding for us.
10. **Revocation and Termination**
 - 10.1 An order may be revoked or terminated by us in writing at any time. Any compensation for damages due to the termination shall be excluded. Claims for damages arising from untimely termination shall remain reserved.
11. **Liability for Defects**
 - 11.1 Unless a specific acceptance procedure has been expressly agreed, Jowat Swiss shall only inspect the delivered Products for obvious deviations in type and quantity and for obvious transport damage. This inspection shall take place after the delivery has been received, as soon as this is feasible during the normal course of business. Any detected defects shall be immediately reported to the Supplier.
 - 11.2 If the delivery does not comply with the order, we shall be entitled to demand, at our discretion, rectification of defects, subsequent delivery of correct replacement goods, revocation of the contract or a reduction of the purchase price. If the requested rectification or subsequent delivery is not carried out within the time period we have set, we shall be entitled without further ado to have the defects rectified ourselves at the Supplier's expense or to procure replacement goods at the Supplier's expense. In this case, the Supplier shall waive any right to object that the remedy of the defect or the procurement of a replacement was too expensive. The right to assert claims for damages shall be reserved regardless of any fault on the part of the Supplier. The costs and risk of returning non-compliant deliveries shall be borne by the Supplier.
12. **Product Liability**
 - 12.1 Even after expiry of the warranty periods, the Supplier shall indemnify us against all claims asserted against us by commercial or private, direct or indirect purchasers of our products as a result of damage caused by our products during intended or foreseeable use which can be attributed to design or production defects or a violation of the Supplier's duty of inspection. It shall bear all costs of any recall action, to the extent that the recall has become necessary due to defects in the contractual products that it supplied.
13. **Data Protection / Data Security**
 - 13.1 The Supplier shall acknowledge and declare its consent that Jowat Swiss may process and use its personal data in accordance with the Jowat Swiss Privacy Policy (available at: [Data Protection | Jowat Adhesives](#)).
 - 13.2 The contracting parties undertake to comply with the provisions of the relevant data protection legislation and to protect personal data from unauthorized access and process it exclusively for the purpose of performing the contract and to the extent required.
14. **Place of Jurisdiction / Applicable Law**
 - 14.1 These General Terms and Conditions of Purchase and, in a subordinate capacity, the provisions of the Swiss Code of Obligations shall apply to the contractual relationship with our Supplier. Jowat Swiss reserves the right to assert its rights also at the registered office of the Supplier, at the place of performance or before any other competent court for precautionary, provisional or protective measures. Any other terms and conditions that conflict with these General Terms and Conditions of Purchase shall not be valid unless we have expressly approved them in writing. In addition, the applicability of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.
 - 14.2 For all disputes arising from or in conjunction with the order, Buchrain (LU) Switzerland shall be the place of jurisdiction. We shall, however, be entitled to assert our claims before any other court having jurisdiction under the law.

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