



Früh Verpackungstechnik AG General Terms and Conditions of Purchase and Delivery

1 Scope

- 1.1 These General Terms and Conditions of Purchase and Delivery (GTCPD) govern the legal relationship between Früh Verpackungstechnik AG (hereinafter referred to as "Früh") as the purchaser and its contractual partner as the seller.
- 1.2 These GTCPD constitute a binding part of the contract between Früh and the seller. Other terms and conditions shall only apply if they have been expressly agreed in writing.
- 1.3 Acceptance of an order from Früh implies unconditional acceptance of the GTCPD. Amendments and addenda are only valid if they are confirmed by Früh in writing.
- 1.4 Individual agreements shall take precedence over these GTCPD.

2. Order/purchase offer

- 2.1 Verbal orders are only binding if they are confirmed by the seller or by Früh within three days.
- 2.2 Order confirmations must be delivered within five working days. If the seller does not accept Früh's order in writing or by making a delivery within five working days, Früh is entitled to cancel the order without the seller being entitled to claim damages.
- 2.3 The purchaser must be informed immediately of any concerns on the part of the seller that Früh's order cannot be fulfilled.

3. Delivery

- 3.1 For each shipment, a delivery note precisely listing Früh's article number, the description of the goods, the number of items, as well as the gross and net weight must be enclosed or, if this is not possible, sent to the purchaser by e-mail (einkauf@fruh.ch).
- 3.2 Each individual container must be marked with the following information: seller, article number, description of goods, number of items, linear meters, order number, date of manufacture, gross and net weight.
- 3.3 Unless agreed otherwise, the place of performance for the delivery shall be Früh's registered office.
- 3.4 The seller undertakes to comply with the agreed delivery date, subject to force majeure.
- 3.5 Partial deliveries and on-call deliveries must be expressly agreed.
- 3.6 Depending on the quantity, the over or short delivery may be no more or less than 20%.

4. Packaging, assumption of risk and delay

- 4.1 The goods are to be packed in such a way that damage during transport is avoided. The seller shall be liable for damage caused by defective packaging beyond the date of delivery of the goods.
- 4.2 The use of reusable containers is only permitted with Früh's consent and at no additional cost to Früh.
- 4.3 Packaging material that is to be returned by Früh must be clearly marked as loaned packaging.
- 4.4 Until acceptance by Früh, the seller shall bear the risk for a total or partial loss of the goods (except for cases of force majeure).
- 4.5 Non-delivery or late delivery shall entitle Früh to claim damages, unless otherwise agreed on the basis of force majeure. If the seller

fails to perform, even after expiration of a reasonable grace period set by Früh, Früh shall be entitled to withdraw from the contract.

- 4.6 If the seller's delay is due to the absence of necessary documents to be provided by Früh, the seller may only invoke this if it requested such documents from Früh in good time and in writing.

5. Prices and terms of payment

- 5.1 All orders placed by Früh are based on the agreed prices and terms and exclude subsequent claims of any kind. The agreed prices are fixed prices.
- 5.2 Reservations due to price changes are invalid without Früh's written consent. Prices are always inclusive of VAT.
- 5.3 Transport and insurance costs, as well as packaging, are included in the price unless otherwise agreed in writing.
- 5.4 Provided no other terms of payment have been agreed, payment shall be made within 30 days of receipt and inspection of the goods subject to a 2% discount.
- 5.5 The seller is only entitled to assign its purchase price claim to third parties with Früh's prior written consent in individual cases. In case of approval, the assignment must be noted on the invoice.
- 5.6 An invoice is to be issued immediately for each individual delivery. This also applies to partial deliveries or deliveries on call.
- 5.7 Invoices must show the exact gross and net weights, or the number of items or meters, etc. for each individual article, with details of the type of packaging.

6. Complaints and warranty

- 6.1 The seller shall be liable to Früh both for the warranted features and for ensuring that the item does not have any physical or legal defects which nullify or significantly reduce its value or its suitability for the intended use. Früh is entitled under the general rules of the Code of Obligations to request that the purchase price be lowered (reduction) or to rescind the contract of sale (rescission). Früh may also request that the seller repairs the item.
- 6.2 The statutory limitation of the notice of defects is excluded, and any limitation by the seller is expressly rejected. Früh expressly reserves the right to make complaints right up to and including the processing stage, regardless of whether the goods have already been paid for or not.
- 6.3 The seller will be informed immediately of any defects in relation to weight, number of items and the like which are obvious when the goods are properly examined during the acceptance process.
- 6.4 Deliveries not conforming to the contract shall entitle Früh to procure replacements elsewhere if the seller is not able to deliver the goods in conformity with the contract within a grace period of 20 days. The additional costs in this respect will be charged to the seller.
- 6.5 The seller shall be fully liable for any damage incurred by Früh due to defective goods, even if not at fault. This applies in particular also to any additional replacement delivery costs incurred by Früh.
- 6.6 If individual items of a production unit/batch purchased by Früh exhibit a defect and if it is not possible to separate the individual



defective products from the defect-free products without detriment, Früh shall be entitled to declare rescission for the entire production unit/batch purchased.

- 6.7 The seller shall be responsible for ensuring that no industrial property rights (such as trademarks and patents), copyrights and related rights, corresponding applications for industrial property rights as well as business and trade secrets of third parties which exist for their country of origin, Switzerland, the Principality of Liechtenstein or the European Union are infringed in connection with the goods it has delivered. If Früh or its customers incur damages as a result of a violation of this provision or if they are sued by third parties, the seller shall fully indemnify Früh.

7. Force majeure

- 7.1 If one of the contractual parties is prevented from fulfilling its obligations due to unforeseeable causes beyond its reasonable control (cases of force majeure), the party concerned shall not be liable for the delayed performance. Force majeure is considered to be in particular: significant operational disruptions, strikes, mobilization, war, riots and natural events such as fire or floods.
- 7.2 As soon as the delay in delivery for reasons of force majeure is foreseeable to the seller, the seller shall immediately notify Früh thereof, stating the reasons as well as the expected delay. If the seller fails to notify Früh, it may not subsequently invoke the obstruction caused by force majeure vis-à-vis Früh.

8. Miscellaneous provisions

- 8.1 Drawings and documents belonging to Früh are confidential. They may not be copied or made accessible to third parties without written consent.
- 8.2 Printing plates and tools specially manufactured for Früh may not be used for the execution of third-party orders without Früh's written consent, regardless of whether Früh bore the costs or not. Tools may not be disposed of without Früh's consent.
- 8.3 Unless otherwise agreed, designs made especially for Früh and all services rendered in this context are to be invoiced separately and become the property of Früh upon payment.
- 8.4 Goods and packaging manufactured according to Früh's ideas, recipes, models, and/or drawings may not be delivered to third parties without Früh's written consent, even if models or packaging were developed in cooperation with the manufacturer.
- 8.5 With regard to the settlement of claims for damages, Früh shall be entitled to a right of retention of all items of the supplier which are in Früh's possession.
- 8.6 Should the seller discontinue the production of products, Früh shall be informed in good time, i.e. at least twelve months in advance. For the pharmaceutical and medical device markets, special lead times subject to prior agreement shall apply that are longer than twelve months.

9. Applicable law and place of jurisdiction

- 9.1 The contract, including these GTCPD, and all legal disputes arising therefrom or in connection therewith shall be governed by Swiss substantive law. The United Nations Convention on Contracts for the International Sale of Goods ("Vienna Convention") shall apply.
- 9.2 **All legal disputes arising out of or in connection with the contract (including these GTCPD), including disputes regarding its valid conclusion, validity, amendment or termination, shall be subject to the jurisdiction of the competent courts of law at the place of Früh's registered office. Früh shall, however, also be entitled to take legal action against the seller at its domicile or at the location of a branch office.**
- 9.3 These General Terms and Conditions of Purchase shall come into force in February 2022 and replace the previous GTCPD.

Fehraltorf, January 26, 2022