

General Purchasing Terms and Conditions of the KSA Group

1. Scope

These General Purchasing Terms and Conditions (GPC) apply to the purchase of all equipment, goods and services by the KSA Group (KSA), consisting of the Kantonsspital Aarau AG, Spital Zofingen AG and KSA Praxiszentrum AG. The right to supplementary and divergent provisions in individual agreements is reserved.

Deviating or supplementary agreements are only valid if accepted in writing by KSA. This also applies to assurances and agreements by our employees. By accepting our order, the supplier accepts KSA's GPC. If the supplier bases its order confirmation on its GPC, KSA must expressly accept these, otherwise KSA's GPC will apply to the agreed transaction.

2. Conclusion of contract

The contract is concluded as soon as the supplier has received an order with a complete order number from KSA and the supplier confirms the delivery on the stated terms. If the supplier requests amendments, the contract will only take effect once KSA has confirmed the amendments in writing.

3. Ordering

Only written orders issued by KSA's Purchasing department are valid. Urgent orders at off-peak times (at night or weekends) from other KSA departments are possible, but the supplier must bring them to the attention of KSA's Purchasing department immediately.

Suppliers are forbidden to take orders in hospitals. KSA's Purchasing department can give prior approval for exceptions or designate authorised procurement offices.

Verbal orders, agreements or amendments shall only become binding upon written confirmation by KSA's Purchasing department.

The supplier may accept telephone orders only in emergencies and if a precise reference address (name, clinic, address, etc.) is given. In such cases the supplier must then immediately inform KSA's Purchasing department in writing. The latter will issue an order number, which must be quoted on the delivery note and invoice.

Invoices that do not quote a KSA order number will be deemed to be unauthorised and will not be settled.

4. Shipping and payment terms

Incoterms: DDP

Payment terms: 10 days 3% discount, 14 days 2% discount, or 60 days net

5. Delivery

The delivery deadline details are binding. If the supplier exceeds the delivery deadline by more than 24 hours, the supplier must inform KSA thereof in writing as soon as the supplier realises. The supplier is furthermore in default and owes a contractual penalty, without a reminder from KSA, unless the supplier proves that the delay is a consequence of force majeure. The contractual penalty is one tenth of a percent per day of delay commenced, to a maximum of 10% of the total remuneration. The contractual penalty is also owed if the late delivery is accepted without reservation. Payment of the contractual penalty does not exempt the supplier from other contractual obligations.

Where prescribed by law, deliveries will be effected according to GDP (good distribution practices) or GMP (good manufacturing practices).

Express deliveries will only be effected at the request of KSA's Purchasing department, or if goods are perishable.

6. Trials

In any case KSA's Purchasing department manager must be consulted in advance regarding trials. Without an agreement to the contrary with KSA's Purchasing department, the supplier will bear the costs incurred as a result of trials.

7. Loan for use

A written loan for use contract must always be concluded for lending of utensils or equipment to KSA for more than four weeks. If no loan for use contract is concluded in writing, the supplier shall bear the risk of wear and tear, destruction and damage and any consequential costs in full. The supplier shall moreover bear the full costs for consumables in connection with loan for use. Any loan for use contracts will be coordinated and issued exclusively by KSA's Purchasing department.

8. Supply of electronic data

The supplier must supply data, in particular master data for a smooth exchange of electronic master data, in the GS1 BiG standard.

Minimum labelling includes the following: GLN, GTIN, batch number, serial number, and expiry date on a barcode.

9. Transfer of risk and carriage insurance

Transfer of benefit and risk occurs when KSA accepts the goods. Transfer of benefit and risk for medical equipment and systems takes place upon technical acceptance by KSA's Technical department. The supplier is responsible for insuring the goods during carriage.

10. Prices

Unless otherwise agreed in the order, the prices are fixed inclusive of customs duties and other fees, including carriage paid destination (DDP KSA, Incoterms 2020). Change-related additional or reduced costs must be agreed in writing prior to delivery.

For recurring orders for consumables, amendments to prices or terms may only be made in consultation with KSA's Purchasing department. Such amendments must be notified in writing at least three months before taking effect.

11. Invoicing

The following information must be included on invoices: KSA order number, name of person/department placing the order, prices excluding VAT, any discounts, number of units, supplier's item numbers and name of goods. Invoices without this information will only be payable once such information has been supplied. All invoices must be submitted in duplicate.

Invoicing address: as per order

12. Complaints and warranty period

Statutory duties of inspection and complaint are excluded. KSA can complain about defects at any time during the authoritative warranty period without compliance with a specific deadline.

The warranty periods according to the equipment specifications and documentation will apply, but 24 months as a minimum, commencing on the date KSA accepts the goods.

This excludes products which are subject to rapid natural deterioration and which have an expiry date. The supplier shall guarantee such products during the technical life cycle.

13. Compliance with statutory requirements

The supplier shall be liable for the products supplied complying with authoritative statutory requirements (e.g. CE directives, Swiss Medical Devices Ordinance - MepV, or the Swiss Therapeutic Products Act - HMG).

14. Warranty for defects

The supplier guarantees that the object supplied will have the warranted characteristics and, regardless of specific assurances, will allow unimpeded operation or use as intended. The supplier also guarantees that the object supplied complies with the current state of the art, with regard to quality and appropriateness of materials, design, construction and execution, as well as all other requirements, specifically statutory requirements (such as the Swiss Therapeutic Products Act - HMG, the Swiss Medical Devices Ordinance - MepV, the European Medical Device Directive - MDD and the European Medical Device Regulation - MDR, as well as those set by SEV, SUVA, SVDB, etc.).

At KSA's request, regardless of the contract's prerequisites, the supplier must remedy a defect immediately by repair and/or replacement. The supplier shall bear all costs associated with rectification of the defect. Should the supplier be unable to rectify a defect within an appropriate period set by KSA, or should the supplier generally refuse to rectify the defect or to rectify the defect in the required manner, if there are exigent circumstances as a result of the defect, or rectification of the defect by the supplier is unconscionable for KSA, following prior announcement KSA is entitled to rectify the defect itself or to cause it to be rectified by a third party. In such a case, the supplier must pay all substantiated costs for rectification of the defect. The supplier's liability for such defects will not be affected by such substitute performance.

Instead of rectification, KSA can demand a reduction in the price or, if permitted by law, rescission of the contract.

15. Liability and liability insurance

The supplier shall be liable to KSA according to statutory provisions for damage as a result of late delivery, delivery of defective goods, or other non-fulfilment or defective fulfilment. Any exclusion of the supplier's liability is void.

The supplier undertakes to insure its contractual and non-contractual third-party liability, including product liability, with cover for personal

injury and property damage, and for pure pecuniary loss, of at least CHF 10 million per incident. If KSA is due further compensation claims these shall not be affected. The supplier will produce a copy of the valid insurance policy or insurance certificate to KSA at any time and is obliged to maintain this insurance cover for the entire term of the contract, including the warranty period.

16 IT products and services

The respective applicable GTC of the Swiss Informatics Conference (SIC) shall apply in addition to IT products and services as the main service. If the purchasing conditions of KSA and SIC contradict each other, KSA's regulations shall take precedence.

17. Medical equipment

Equipment specifications and documentation shall be in accordance with authoritative Swiss regulations on medical devices. If the characteristic performance of a medical device is within the terms of the Medical Devices Ordinance, the supplier will be liable for compliance with the Swiss regulations on medical devices, in particular according to the Therapeutic Products Act and the Medical Devices Ordinance.

The traceability of medical devices must be assured by the supplier and must be systematic in the event of a recall.

18. Data protection and confidentiality

The supplier undertakes to comply with data protection legislation and to take all necessary precautions to protect any data obtained as part of the contracting process. The supplier undertakes to oblige contractually any third party to which it makes recourse to comply with this undertaking.

The parties shall treat as confidential any facts and information that are not publicly known or generally accessible. Confidentiality must be maintained even before conclusion of this contract and shall persist even after termination of the contract. Statutory duties of information and clarification remain reserved.

19. Compliance

The supplier undertakes to act in accordance with all applicable statutory and regulatory provisions in connection with conclusion and fulfilment of supply contracts and not to perform any act or omission which could damage KSA's reputation.

In particular the supplier confirms that neither it nor its employees, executive bodies or representatives offer undue pecuniary or other advantages to others, directly or indirectly, in connection with conclusion and fulfilment of contracts or deliveries in order to induce others to inappropriate or wrongful fulfilment of their duties or exercise of their position.

At KSA's request the supplier undertakes to provide KSA with information about when benefits have been paid to KSA or one of its service centres, for what purpose and their value.

If KSA plausibly establishes a violation of this provision by the supplier, KSA is entitled to terminate contracts for supplies immediately. The supplier shall hold KSA harmless with regard to all claims, financial penalties or other costs connected with violation of this provision. This provision shall remain valid beyond the duration of the contractual obligations.

20. Assignment and pledging

The claims due the supplier arising from the contract may not be assigned or pledged without KSA's prior written consent.

21. Language

The language for any communications whatsoever, including documents and plans, shall be German.

22. Severability clause

Should a provision of these General Purchasing Terms and Conditions be ineffective or void, the validity of the remaining provisions will not be affected. An ineffective or void provision is to be replaced by that provision permitted by law which most closely approaches the desired purpose of the ineffective or void provision. The parties undertake to act in this regard to the best of their knowledge and belief.

23. Applicable law

This contract is subject exclusively to Swiss law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded.

24. Jurisdiction

The place of jurisdiction is 5000 Aarau, Switzerland. Notwithstanding this, KSA has the option of also asserting claims against the supplier before the courts at the supplier's registered office or domicile.

