

# General Purchasing Terms and Conditions for purchasing in the Canton hospital Aarau (CHA) & hospital Zofingen (HZ)

## 1. Scope of application

These general terms and conditions (GTC) apply to the purchase of general and medical material and goods. Any additional provisions in purchase contracts also apply.

Deviating or supplementary agreements are only valid if confirmed in writing by CHA or by the HZ. This also applies to guarantees and arrangements made by our employees. By accepting our order, the supplier accepts the GTC of the Canton hospital Aarau. If the supplier has GTC applicable to its delivery, these must be expressly accepted by CHA; otherwise, those of CHA apply for the agreed business.

## 2. Conclusion of Contract

The contract is concluded as soon as the supplier has received an order with a complete order number and legally signed signature by the CHA and the delivery can take place with the stated conditions. If the supplier wishes to change the terms of the order, the contract only takes effect once CHA has approved the changes in writing.

## 3. Shipping and payment terms

Incoterms: DDP

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

## 4. Delivery

The required delivery deadline is binding. A delivery deadline is considered met if the supplier has indicated its readiness to ship or has already shipped the order.

A delivery delay of more than 24 hours must be communicated to CHA in writing. CHA is entitled to rescind the contract if delivery is not made as promised.

Partial deliveries must be expressly agreed.

Deliveries take place per GDP (good distribution practises) where required by law.

## 5. Delivery of electronic data

The supplier is required to supply data, in particular master data for a smooth electronic master data exchange in the GS1 BiG standard. Minimum labelling includes the following: GLN, GTIN, lot number, serial number, and expiry date on a barcode.

## 6. Transfer of risk and insurance

Transfer of benefit and risk occurs when the goods are received by CHA. For medical equipment, the benefit and risk transfers once delivery is accepted by CHA technical services. The supplier is responsible for insuring the goods during transport.

## 7. Prices

Unless otherwise agreed in the order, the prices are fixed incl. customs duties and other fees including post-free destination (DDP CHA/HZ, Incoterms 2010). Change-related additional or reduced costs must be agreed in writing prior to delivery.

For recurring orders for consumables, price or condition changes may only be made in consultation with the CHA/HZ purchasing department. Notice of such changes must be in writing and made at least three months in advance.

## 8. Invoicing

The following information must be included on any invoices: order number, person/department placing the order, prices excl. VAT, any discounts provided. Invoices without this information will only be payable once such information has been supplied. All invoices shall be submitted in duplicate.

Billing address: per the order

## 9. Complaints and warranty period

CHA will inspect the goods immediately upon receipt. If there are any defects in the delivery, CHA will notify the supplier without delay. Notice of any non-obvious defects will be made immediately upon discovery. Defective goods are provided pursuant to Art. 201 of the Swiss Code of Obligations.

The warranty periods according to the device specifications and documentation apply, but at least 24 months from the date of their delivery to CHA.

## 10. Compliance with regulatory requirements

The supplier warrants that the delivered medical products comply with the relevant legal regulations such as the Medical Devices Ordinance or the Federal Act on Medicinal Products and Medical Devices.

## 11. Warranty for defects

The supplier warrants that the goods delivered shall have the promised characteristics and may be used as intended. The supplier also warrants that the goods delivered correspond to the state of the art, also with regard to quality and appropriateness of materials, design, construction and design, as well as all other requirements, including those set by the law (such as the Federal Act on Medicinal Products and Medical Devices, the Medical Devices Ordinance, as well as those set by the SEV, SUVA, SVDB, etc.).

The supplier shall remedy the defects immediately by repair and/or replacement. The supplier shall bear all costs associated with the defect. Should the supplier be unable to remedy a defect within a reasonable time after receiving the complaint from CHA/HZ or refuses in general to remedy the defect or to remedy the defect in the required manner, is at risk of defaulting as a result of the defect, or the proposed remedy is not acceptable to CHA/HZ, CHA/HZ is entitled to notify the supplier that it will remedy the defect itself or otherwise have it remedied. In such case, the supplier must pay all documented costs for the remedy of the defect. The supplier's liability for such defects is not affected by such substitute performance.

With regard to products exposed to natural decay (i.e. those marked with expiry dates), the supplier provides a warranty for their useful life.

## 12. Liability and liability insurance

The supplier is liable according to statutory provisions for damage caused by delay in delivery, delivery of defective goods, or otherwise failure to deliver as promised. Any liability release clauses are void.

The supplier agrees to maintain product liability insurance with coverage of 10 million CHF per personal injury/property damage claim. If CHA/HZ is entitled to further claims for damages, these shall remain unaffected.

## 13. Computer products and services

For orders primarily involving computer products and services, the currently applicable terms and conditions of the Swiss Informatics Conference (SIC) apply. If these contradict these terms and conditions, these terms and conditions have priority.

## 14. Medical equipment

Equipment specifications and documentation shall be in accordance with relevant Swiss regulations on medical devices. If the main product in an order is a medical device, the provider accepts liability for compliance with Swiss medical products regulations including the Medical Devices Ordinance or the Federal Act on Medicinal Products and Medical Devices.

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

## 15. Confidentiality and data protection

The supplier undertakes to comply with data protection legislation and to take all necessary precautions to protect any data obtained as part of this order/contract. The supplier agrees to hold all third parties involved in providing the said products or services to the same obligations. The parties shall treat as confidential any and all facts that are not publicly known or generally accessible. Confidentiality must be maintained even before the conclusion of this agreement, and this requirement shall persist even after the termination of the contractual relationship. Excluded is any disclosure required by law.

## 16. Assignment and pledging

The supplier's claims arising from the contractual requirements may not be assigned or pledged without prior written consent of CHA/HZ.

## 17. Applicable law

This agreement is subject to Swiss law. The provisions of the Vienna Sales Convention of 11.04.1980 are excluded.

## 18. Jurisdiction

The place of jurisdiction is CH-5000 Aarau