



Gysi AG Chocolatier Suisse – General Purchasing Conditions

Ausgabe: September 2016

Scope

These general purchasing conditions apply to all of our suppliers for all products and services procured by Gysi AG Chocolatier Suisse (hereinafter referred to as “Gysi”).

Any different conditions of the supplier shall be valid only if expressly accepted in writing by the person placing the order.

If any provision of these conditions is invalid, the remaining provisions shall remain unaffected.

All agreements and legally binding declarations by either party must be in writing to be valid.

Offers and contracts

The contract takes effect when suppliers confirm their acceptance of an order in writing.

Scope of delivery

The scope and specifics of the products or services ordered as stipulated in the order are binding. Gysi will not pay for any products or services not included on the order.

Conformity including packaging, declarations, instructions

Suppliers confirm that the materials delivered will as contractually agreed. They are responsible for ensuring that the goods delivered are manufactured according to the agreed specifications and will be in compliance with all applicable Swiss laws under normal, reasonably foreseeable use over their entire service life. They are responsible for ensuring that the import and sale of the goods delivered does not violate any patents or other rights of third parties or otherwise agrees to hold Gysi free and harmless from any and all such claims.

Quality, sustainability

Suppliers agree to undertake appropriate measures to ensure that the requirements regarding quality, working conditions, and environmental protection are systematically implemented and will provide evidence of such compliance as requested. They agree to ensure compliance with these same requirements when outsourced to third parties.

Suppliers hereby grant Gysi the right to conduct on-site audits of their operations, products, or systems or to have third parties conduct such audits on its behalf. Suppliers agree to disclose their supply chains, upstream manufacturers, and service providers.

Traceability

Suppliers shall take appropriate measures to allow products to be traced back to at least their suppliers.

Suppliers shall guarantee a unique identification of products (e.g. coding of batches, lots, dating, etc.).

Variations in quality, service disruptions

If suppliers are unable to deliver as agreed, or deviations or defects occur, or the risk of the same becomes known, Gysi must be informed immediately.

Gysi and the suppliers will agree on appropriate correctives measures to be undertaken at the suppliers' expense. If the corrective action is not taken within the agreed time, Gysi may reject the



production, cancel orders, terminate its business relationship, and/or asserts claims for contractual penalties.

Partial deliveries, re-deliveries, deliveries of higher or lower quantities than ordered all constitute a disruption to the service agreed and will not be accepted. Gysi may return deliveries that arrive too early or warehouse them, both at the suppliers' expense.

Liability and consequences for disruptions in service

The product or service must be delivered as ordered and free from defects.

If there are quality deviations, suppliers are liable to Gysi for all workarounds, damages, and lost revenues attributable to the same or the failure to comply with the agreed delivery terms. Gysi will bill suppliers CHF 1,000 in administrative processing fees for each such incident.

If delivery dates and/or quantities, defined delivery quality standards, or other requirements are not respected, Gysi is immediately entitled at its discretion to refuse acceptance of and/or to cancel the order.

Gysi also has the right to assert a contractual penalty for each incident capped at 10 per cent of the invoice net sales of the past 12 months, but no less than CHF 5,000, which shall come due immediately and may be offset against suppliers' claims against Gysi. In addition to the penalty and the administrative processing fees, Gysi may also assert quantified damages.

Prices

The prices agreed with each supplier apply to orders.

Terms of payment

The payment period is 30 days from the delivery date, unless other terms of payment have been agreed.

Delivery, transfer of ownership, transport, and insurance

The products will be packed by the supplier. The packaging will not be billed separately to Gysi, unless otherwise agreed.

The ownership of the delivered goods shall pass to Gysi upon delivery to its plant.

Transport is at suppliers' risk and expense.

Changes to these terms

Gysi reserves the right to change these terms and conditions at any time without giving reasons. Such changes do not apply to orders already placed.

Applicable law, place of jurisdiction

This contract is subject to Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.122.1) and to the exclusion of all provisions of the Federal Law on Private International Law (SR 291).

The place of jurisdiction is Bern.

Original Text

These terms are provided in both German and English. In case of any discrepancies between the two versions, the German version shall always prevail.