

General Purchasing Conditions

1. General – Scope

1.1 These General Purchasing Conditions (GPC) apply to all purchase, factory, rental, service and innominate contracts drawn up by VitalAire AG (hereinafter “VitalAire”) in which the Contracting Party of VitalAire (hereinafter “Contracting Party”) carries out the specified Contractual Service (hereinafter “Contractual Service”).

1.2 The GPC of VitalAire apply exclusively. Conditions of the Contracting Party that deviate or conflict with the GPC shall not apply unless VitalAire has expressly agreed otherwise. These GPC are also valid if VitalAire unconditionally accepts the Contractual Service while being fully aware of the conflicting or deviating conditions of the Contracting Party.

1.3 By performing the Contractual Service, the Contracting Party accepts these GPC.

2. Offer - Offer documents

2.1 All offers from the Contracting Party shall be deemed as binding and they must be prepared in full and comprehensively. The Contracting Party must research the local conditions prior to drawing up the offer. The Contracting Party shall bear any additional costs resulting from this obligation not being fulfilled.

2.2 Additional expenses incurred after the basic order has been placed are not automatically approved by way of the underlying order, but must be agreed to in writing.

2.3 All agreements made between VitalAire and the Contracting Party for the purpose of executing this contract must be agreed to in writing. Additional verbal agreements are only effective if they have been confirmed in writing.

2.4 The Contracting Party is obliged to inform VitalAire of cheaper or technically more viable or innovative alternatives.

2.5 VitalAire reserves all ownership rights and copyrights all documents VitalAire provides to the Contracting Party. The above-mentioned documents are to be used exclusively for executing the Contractual Service. Once the Contractual Service has been completed, the documents must be returned to VitalAire without being requested to do so. They must be treated as confidential and not be accessed by third parties without the express written consent of VitalAire. The obligation of confidentiality continues to apply even after this Contract has been completed.

2.6 All rights of use and exploitation with respect to the documents provided by the Contracting Party to VitalAire are transferred to VitalAire.

3. Order and order confirmation

3.1 VitalAire may cancel the order if the Contracting Party has not approved it in writing within two weeks of receipt (order confirmation).

3.2 Orders and other agreements are only binding if they are issued or confirmed by VitalAire in writing. VitalAire must confirm subsequent agreements in writing for them to be binding.

3.3 Depending on the circumstances, the order can also be faxed or emailed, and will be deemed equivalent to a written document.

4. Prices

4.1 The price quoted in the order is binding.

4.2 Unless otherwise agreed in writing, the price includes “free domicile” shipment to the delivery address specified by VitalAire, including packaging and any assembly work.

4.3 This price is intended to cover all principal and ancillary services which, according to the offer documents form part of the overall service. Also covered are expenses relating to Art. 16.1 of the GPC, any transfers of intellectual property in accordance with Art. 16.2 of the GPC as well as any surcharges, taxes and duties, with the exception of value added tax.

4.4 Prices determined by weight are based on the official weighting or, if this is not available, the weights specified by VitalAire.

5. Confidentiality

5.1 The Contracting Party undertakes to ensure the confidentiality of all information obtained in the context of the business relationship.

5.2 The Contracting Party is obliged to sign a separate non-disclosure agreement at VitalAire’S request.

6. Invoices

6.1 Invoices may not be included with the goods; instead they must be posted separately to VitalAire’S central administration office, clearly stating the order number.

6.2 The order number and the numbers of each item must be specified on the invoice. If this information is not provided, the invoices are void. Copies of invoices must be marked as duplicates.

7. Payments

7.1 Payments are made within 60 days net unless otherwise agreed.

7.2 The payment term begins as soon as the Contractual Service has been completed and the duly issued invoice has been received. If the Contracting Party is required to provide material tests, test reports, quality documents or other documents, the Contractual Service must also include receipt of these documents as one of its terms. The Contractual Service is only considered to be completed in full if any defects have been eliminated.

7.3 Payment and the commissioning of equipment do not constitute the recognition of the Contractual Service as being compliant with the Contract.

8. Date of performance

8.1 The date of performance and all other time information specified by the Contracting Party when the order is placed are binding.

8.2 The punctual receipt of deliveries is determined by when the delivery is received at the place of reception specified by VitalAire; for deliveries requiring installation or assembly it depends on when they are accepted, and other Contractual Services depend on when the agreed Contractual Service is provided.

8.3 The Contracting Party is obliged to immediately inform VitalAire in writing of any circumstances that arise or become apparent to them that may prevent them from complying with the agreed date of performance.

8.4 VitalAire must agree beforehand to all early deliveries, deliveries made outside the goods acceptance times specified by VitalAire as well as partial or additional deliveries.

9. Shipping and transfer of risk

9.1 Contractual Services, which include deliveries, are free domicile, unless otherwise agreed in writing.

9.2 For Contractual Services involving installation, assembly or other contractual work, the risk will transfer when the services/goods are accepted, in the case of deliveries, it is when they are received at the place of reception specified by VitalAire, and in the case of collection by VitalAire, when the goods are handed over.

9.3 All consignments must include a packing slip or delivery note indicating the contents and the complete order number. If this does not happen, VitalAire is not liable for any delays in processing. Partial or balance deliveries must be marked as such.

10. Securities and guarantees. At VitalAire’S request, the Contracting Party will provide an advance payment guarantee, performance or warranty bonds.

11. Safety and accident prevention regulations

11.1 The Contractual Services must comply with the safety and accident prevention regulations applicable to VitalAire, as well as the necessary authorisations and specifications, drawings and other information specified in the order, and the Contracting Party must check that they do.

11.2 Modifications to the regulations needed for the proper completion of the Contract, in particular those resulting from changes in the law or

regulations, must be taken into account independently by the Contracting Party until the transfer of risk.

12. Packaging. The Contractual Services must comply with the material specifications and similar requirements specified by VitalAire. The Contracting Party is liable for damages caused by inadequate packaging or inappropriate transport.

13. Warranty and guarantees

13.1 If a defect in terms of quality or quantity is found in the course of VitalAire'S inspection of the Contractual Service, the Contracting Party bears the costs of the inspection of the goods, irrespective of the assertion of other claims.

13.2 VitalAire is entitled to the statutory warranty claims in full. Irrespective of this, VitalAire is entitled to demand that the Contracting Party either rectify the defects or replace the delivery. In this case, the Contracting Party is obliged to bear all expenses necessary for the purpose of rectifying the defect or for replacing the delivery.

13.3 The statutory warranty period, calculated from the transfer of risk, shall apply, unless otherwise agreed in the order.

13.4 If the Contracting Party will not rectify the defects within a reasonable period and VitalAire needs to have these rectified immediately in order to avoid delays of its own or for other urgent reasons, VitalAire may carry out the repairs themselves or contract a third party to do so at the expense of the Contracting Party without specifying a deadline. If the Contractual Service is not performed in due time, it will be assumed that the repair work will also not be completed in time.

13.5 If the Contracting Party does not fulfil the Contract or fulfils it incorrectly, VitalAire is entitled to terminate all contractual relationships with the Contracting Party that are connected with the regular supply of goods or the regular provision of services or work. This does not apply if the Contracting Party can demonstrate that mistakes of this kind are not going to be repeated in the future.

13.6 The performance parameters the Contracting Party specifies qualify as guarantees.

13.7 The Contracting Party undertakes to maintain a supply of spare parts for the goods they supply for a period of 2 years.

14. Liability

14.1 The Contracting Party indemnifies VitalAire for all losses, damages, costs, liabilities or expenses (including full compensation for legal costs) and all claims from third parties on the basis of or as a result of breaches to the Contract or tort (including, but not limited to negligence) by the Contracting Party, their employees and third parties the Contracting Party has called in to fulfil the Contract.

14.2 The Contracting Party shall arrange adequate insurance to cover the liability risks referred to in this provision and, if necessary, grant VitalAire sight of the respective insurance policy.

15. Industrial property rights

15.1 The Contracting Party is responsible for ensuring that their Contractual Service does not infringe upon any rights of third parties.

15.2 If a third party asserts a claim against VitalAire in this respect, the Contracting Party is obliged to indemnify VitalAire against these claims at the first written request.

15.3 The Contracting Party's obligation to indemnify relates to all expenses VitalAire incurs as a result from or in connection with the claim by a third party.

16. Documents, printed files

16.1 The Contracting Party undertakes not to disclose the documents and printed files, developed for VitalAire, to third parties without the written consent of VitalAire, nor to use them for any purposes other than those specified in the Contract and to send them to VitalAire at the latter's first request.

16.2 Printed files must be sent to VitalAire in an editable format on a suitable data carrier, e.g. USB stick, CD, DVD. On the date of performance, the Contracting Party grants all transferable intellectual property rights pertaining to the printed files, such as reproduction, distribution, modification and transfer rights, to VitalAire for their exclusive use.

16.3 The Contracting Party will bear the costs for errors made by the Contracting Party in the documentation and the errors resulting thereafter as a consequence.

17. Force majeure. VitalAire and the Contracting Party are not liable for the non-performance of the contractual obligations resulting from events of a "force majeure". "Force majeure" refers to circumstances that happen after the Contract has been concluded, such as natural disasters, which are unpredictable and cannot realistically be avoided. In such a case, the contractually agreed deadlines shall be extended by the duration of the hindrance plus a reasonable start-up period.

18. Privacy policy. VitalAire collects and processes personal data insofar as this is necessary to fulfil the Contract. For more detailed information, please refer to our Privacy Policy at www.vitalaire.ch.

19. Code of conduct. VitalAire points out its principles as set out in the VitalAire Code of Conduct and the Anti-Corruption Code of Conduct (both can be read at www.vitalaire.ch). The supplier shall adhere to the principles contained therein and shall implement and continue to implement policies and procedures to promote compliance with the applicable anti-corruption laws and regulations.

20. Severability clause. If provisions of these conditions are or become ineffective or if a loophole is found in the conditions, this shall not affect the validity of the remaining provisions.

21. Place of performance. Unless otherwise stated in the order, VitalAire's registered office is the place of performance.

22. Applicable law and place of jurisdiction. The city of Bern is the exclusive place of jurisdiction. Swiss law applies exclusively to the exclusion of conflict of laws and state treaties, in particular to the exclusion of the Federal Act of 18 December 1987 on International Private Law (SR 291) and the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (SR 0.221.211.1).

23. Entry into force. These GPC will enter into force on 01.07.2021 and will replace all previous conditions of purchase. They are binding to all transactions with the Contracting Party, including future transactions, until new conditions of purchase have been drawn up. These conditions are subject to any alternative written agreements made with the Contracting Party.