General

1. All products and services provided by the Supplier (hereinafter the “Goods”) are subject exclusively to these General Purchase Conditions; deviating or conditional terms of the Supplier, in particular general terms and conditions of delivery, shall not be valid only if mutually agreed in written form (in writing, e-mail, EDI, etc.). This applies equally to any waiver of the written form.

2. These General Purchase Conditions shall form an integral part of all orders and contracts for Goods from Supplier.

3. Georg Fischer shall hereinafter be referred to as “GF” or “Buyer”.

4. Offers

1. Based on our request for offer, the Supplier shall submit, free of charge, a corresponding offer. The offer shall be valid for all respective deliveries to the Buyer. Deviations are specified to be explicitly accepted.

2. Unless otherwise specified, the offer shall be valid for 90 days.

3. All data relating to the specification of the Goods, without limitation, measurements, weight, performance or other characteristics in Supplier’s offer shall be binding.

Orders and Order Confirmations, Variations

1. Any contract shall only be formed by or in written form, E-mail or agreed upon -IT- or SAP-Interface.

2. The Supplier shall confirm each order and the binding delivery dates within three (3) business days. In case of full order, we expect a confirmation of the delivery date by the next following business day. In case of confirmation, the Customer shall obtain the following information: our order number and order date, article description, our article number, price, consignee, place of destination and if deviating from the order, tariff, number and quantity of each article.

3. We shall be entitled to request reasonable changes to the ordered Goods including without limitation changes to the quantity, delivery time, place of delivery, design and/or manufacture. The consequences resulting from such changes, in particular regarding increase or decrease of costs as well as regarding the delivery date shall be mutually agreed upon.

4. To the extent a forecast is issued to Supplier such forecast shall be used for planning purposes only. Supplier shall not be entitled to compensation of expenses, which Supplier incurs relying on the forecast provided.

5. Buyer shall have the right to reject any delivery of Goods on the grounds of variation of quantity.

6. Approval of Drawings and other Technical Documents

1. Sending the order confirmation, the Supplier has to confirm that the parts will be produced following the technical and safety requirements agreed. In case of deviations as a result of defects or deficiencies, in a reasonable timeframe, following the receipt of the Goods. Any right of damages, if such partial or premature deliveries are not approved by GF in writing beforehand.

2. Each delivery of products manufactured in accordance with our technical data shall be accompanied by the relevant certificate of origin.

3. If the Supplier is not capable of or fails to remedy the defects immediately, GF shall be entitled, after consultation with the Supplier, to use the services of an inspector. Wherever possible (i.e. where no subsequent process makes it impossible), measured components shall be marked and kept separate from other components.

4. The Supplier herewith assigns to GF full ownership rights in any intellectual property rights in the Goods.

5. Buyer reserves the right to set off any claims under an order against any amounts owed to Supplier.

6. General

1. The Supplier is responsible for the protection and the preservation of the Goods to be provided to GF.

2. Each delivery shall be accompanied by a delivery note containing the information described in clause 5.2.

3. For the purpose of identification of the articles, the article description, the article number and the supplier shall be clearly and legibly visible.

4. Unless otherwise agreed, Supplier shall be responsible for the return of empties or packing material on his own costs (including cost of transport and disposal).

5. Improper Documentation / Risk and Costs

1. If the agreed transport documents have not been properly transmitted, the Goods shall be stored at Supplier’s risk and costs until the complete documents have been transmitted. Risk of loss will pass to Supplier as soon as the complete documents have been transmitted.

2. If the agreed delivery date is not met, the Supplier shall be deemed in delay.

3. In case of partial deliveries, the delivery date of partial deliveries are not met, a late delivery fee of 2% of the price of the Goods for each commenced week of delay shall be applied, however not to exceed 10% of the price of the Goods. In case of partial delays, the penalty shall be calculated on the total price of the Goods, which, in the case of delay, cannot be used. Payment of the late delivery fee shall be in addition to all other remedies available at law or in equity under applicable law.

4. In case of missing documents or free-issue material to be supplied by Supplier, the Supplier is only excused if he has timely requested the supply of such documents or materials. In such case, the delivery period shall be correspondingly extended.

5. Inspection and Acceptance of the Goods, Warranty

1. The Supplier shall notify the Buyer in writing, of any defects of the Goods each time they have appeared in the ordinary course of business. In any event, Buyer shall be obliged to inspect incoming Goods with regard to identity, quantity or defective transport documents and to notify Supplier of any defects or deficiencies, in a reasonable timeframe, following the receipt of the Goods. Any right of Supplier to reject defective Goods shall be hereby excluded.

2. The Supplier is always required to declare/ certify the conformity of the Goods with reference to the Purchase Order Requirements and any applicable specification.

3. In case the Goods or parts thereof fail to comply with the specification given pursuant to clause 10.2 the Supplier shall be obliged to remedy or have remedied the defects or non-conformance at its cost and expense and, if complete removal is not possible or non-conformance is not reversible or non-recoverable, the Supplier shall be obliged to remedy or have remedied the defects or non-conformance and/or to remedy the defects or non-conformance, including those incurred as a result of a result. If the Supplier is not capable of or fails to remedy the defects or non-conformances in a reasonable timeframe, following the receipt of the Goods and at the Supplier’s cost and expense, to remedy the defects itself or to have them remedied by third parties. The same applies in case the defective parts have to be replaced. All costs of transport and all cost of any required expensive to be borne by the Supplier. In addition, the Supplier shall bear the handling costs we have incurred.

4. The Supplier shall agree on a cost acceptance procedure, which shall be agreed upon in writing by the Parties.

5. If no legal basis to claim damages, in particular to claim damages for non-performance of the contract, remain reserved.

6. The Supplier shall at any time provide any other warrantee provided by Supplier, the Supplier warrants that the Goods shall: (i) conform to applicable specifications; (ii) be free from defects in design, materials and workmanship; (iii) be merchantable and fit for the intended purpose; and (iv) be free from any laws or enforcements and all claims of infringement of any patents, trademarks, copyrights, or other industrial property rights.

7. Unless otherwise agreed upon by the Parties in writing, the warranty period shall be 36 months beginning with the date of delivery to Buyer. Where no agreed destination is stated, the warranty period shall be deemed met upon arrival of the Goods as defined therein. The warranty period for repairs or replacements shall be 12 months from the date of re-delivery. It shall however not end prior to the expiry of the original warranty period for the Goods. In addition, the warranty period shall be prolonged by the period during which the Goods, due to repair work, could not be operated.

8. In case the Supplier rejects GF’s warranty claims, he shall remain obliged to prepare a detailed report containing the following information: article designation, our article number, type of article, serial number, analysis of the defect (cost cause of the defect, remedial actions), photographs, list of exchanged parts, costs and detailed justifications for rejection of our warranty claim.

9. Quality and Complaints

1. Quality assurance and control shall be carried out in accordance with the drawings’ requirements and other technical specifications shared with the Supplier. Receiving, manufacturing and delivery inspections shall be carried out in the interest of GF and to ensure that the Goods comply with these General Purchase Conditions. All first article and manufacturing inspections shall be carried out in such way that random and systematic faults are eliminated at an early stage. Unless otherwise stated at order, the Supplier is required to perform measurement and testing of the Goods in accordance with the drawings’ requirements for the whole lots.

2. In general, partial or premature deliveries shall apply as non-delivery of Goods and shall cause claims for damages, if such partial or premature deliveries are not approved by GF in writing beforehand.

3. Each delivery of products manufactured in accordance with our technical data shall be accompanied by a certificate of origin.

4. In case of complete modules, the Supplier shall provide a constantly updated spare parts catalogue with proper data sheets for assemblies and/or components. The number of spare parts accordingly shall be specified in the relevant order. In addition, the safety data sheets, components shall be marked and kept separate from other components.

5. All first article and manufacturing inspections shall be carried out in such way that random and systematic faults are eliminated at an early stage. Unless otherwise stated at order, the Supplier is required to perform measurement and testing of the Goods in accordance with the drawings’ requirements for the whole lots.

6. In case of missing documents or free-issue material to be supplied by us, the Supplier is only excused if he has timely requested the supply of such documents or materials. In such case, the delivery period shall be correspondingly extended.

7. For the purpose of identification of the articles, the article description, the article number and the supplier shall be clearly and legibly visible.

8. Unless otherwise agreed, Supplier shall be responsible for the return of empties or packing material on his own costs (including cost of transport and disposal).

9. The Supplier is responsible for the protection and the preservation of the Goods to be provided to GF. GF shall equally keep secret all technical documents it receive from the Supplier. They shall remain the property of the Supplier or its subcontractors.

10. Goods which have been developed by the Supplier at GF’s request and cost or which we have developed jointly with the Supplier may not be sold to third parties for the duration of any pertinent intellectual property rights owned by GF, at least however, for a period of five years following GF’s last order.

11. Liability, Indemnity and Insurance

1. Without prejudice to applicable mandatory law, Supplier shall, without any limitations at first demand, indemnify and hold Buyer, its affiliates, officers, directors, shareholders, employees and agents harmless, from and against all liabilities, damages, costs, losses or expenses (including attorney’s fees) incurred by Buyer as a result any and all claims arising from, (i) Supplier’s breach of these General Purchase Conditions, (ii) the action or inaction of Supplier, (iii) violations of law, and/or (iv) any actual or alleged infringement of third party’s intellectual Property Rights.

2. Supplier is responsible for the control and management of all of its employees, suppliers and/or subcontractors, and shall be responsible for their acts or omissions as if they were the acts or omissions of Supplier.

3. Supplier shall take out and maintain a product liability insurance with a worldwide coverage of at least CHF 5 Million (or an equivalent amount in the respective currency agreed upon) per personal and/or product liability and including all consequences of liability and recall costs. Such insurance shall satisfy all requirements of GF and its escrow (respective currency agreed upon) for the costs of dis- and reassembly. The aforementioned insurance coverage shall not constitute a limitation of Supplier’s liability. The insurance amount cannot be considered as limitation of liability.

4. Parties reserve the right to set off any claims under an order against any amounts owed to Supplier.

12. Intellectual Property, Confidentiality

1. Information Article 15.2. Supplier hereby grants to GF a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use intellectual property rights in the Goods, including without limitation, patents, trademarks, and know-how.

2. Supplier herewith assigns to GF full ownership rights in any intellectual property rights in the Goods resulting from Services. Supplier shall provide the necessary information and assistance to GF and all third parties, at all steps necessary to perfect GF’s ownership to the intellectual property rights.

3. All data, drawings, etc., which GF provides for the manufacturing of the Goods, shall remain the property of Supplier. They may not be used for any other purpose, copied or disclosed to any third party. Copyrights, if existing, shall equally be GF’s property. At GF’s request, all documents, including any drawings, shall be returned.

4. GF shall equally keep secret all technical documents it receive from the Supplier. They shall remain the property of the Supplier or its subcontractors.

5. This agreement forms an integral part of all orders and contracts for Goods from Supplier.
23. Supplier shall send to Buyer instructions on actions to take in case of possible transport accidents.
24. Put to use or being commissioned and which therefore require special handling with regard to packing.
25. Directive 2011/65/EU (RoHS 2) and the amended annex II Directive (EU) 2015/863 (RoHS 3) of the 
European Parliament and the Council concerning the limitation on the usage of certain hazardous 
Chemical Substances (REACH Regulation). The Supplier shall ensure in particular that the delivered 
Goods comply with the REACH Regulation no. 1907/2006 regarding Registration, Evaluation, 
Authorization and Restriction of Chemical Substances (REACH Regulation). The Supplier shall 
inform the Buyer in writing within one week of receipt of the purchase order (and in case of 
any changes without undue delay) of any constraints or restrictions on the export or re-export of the 
Goods as well as any information and data required to comply with all Trade Compliance Regulations in 
conjunction with non-conformity with the REACH Regulation. The Supplier shall in particular obtain, 
at its own cost, the necessary export licenses or approvals for worldwide export of the Goods or any part 
thereof (including wires, information, software and/or technology related thereto) prior to their export.
26. The Supplier shall advise Buyer in writing within one week of receipt of the purchase order (and in case of 
any changes without undue delay) of any constraints or restrictions on the export or re-export of the 
Goods as well as any information and data required to comply with all Trade Compliance Regulations in 
conjunction with non-conformity with the REACH Regulation. The Supplier shall in particular obtain, 
at its own cost, the necessary export licenses or approvals for worldwide export of the Goods or any part 
thereof (including wires, information, software and/or technology related thereto) prior to their export.
27. If claims related to goods delivered by the Supplier are raised against us or other member companies 
of the Buyer, Supplier must provide prompt and full cooperation to investigate the claims and 
to settle any disputes.
28. If the goods supplied by the Supplier contain substances included in the Candidate List for no matter 
hazardous substances (SVHC substances). Once that concentration is exceeded, the Supplier shall be 
notified in writing without notice. Each Party shall use reasonable efforts to minimize the effects of the 
Supplier’s actions.
29. The Supplier shall subcontract any of Supplier’s obligations or duties under the contract without 
the prior written consent of the Buyer.
30. The Buyer may terminate the order forthwith by written notice without liability. Each Party shall use reasonable efforts to minimize the effects of the Supplier’s actions.
31. If a Force Majeure event exceeds thirty (30) calendar days, GF may terminate the order forthwith 
by written notice without liability. Each Party shall use reasonable efforts to minimize the effects of the 
Force Majeure event.
32. Assignment, Sub-Contracting, Change of Place of Manufacture
The Supplier may not assign or transfer any of Supplier’s obligations of an order or grant any rights 
under an order or any part thereof without Buyer’s prior written consent.
33. The Supplier shall not subcontract any of Supplier’s obligations or duties under an order without 
the prior written consent of the Buyer.
34. The Supplier shall be required to provide at least 120 days prior written notice to Buyer, prior to any 
change in the manufacturing location of such Goods.
35. Termination
(a) Either party may terminate an order or any part thereof for any reason or no reason upon thirty (30) days 
short written notice. 
(b) Buyer may terminate a relation time extension granted by, in delay with the delivery of the 
Goods or in breach of any term under these General Terms of Purchase, the Buyer shall 
notify the Supplier to terminate the relevant order or portion thereof and to claim damages for 
non-performance.
(c) If the Supplier is in breach of its obligations or duties under the contract, the Supplier 
shall be entitled to terminate the contract immediately and thus claim damages for 
non-performance.
(d) If the Goods are not delivered or if the Supplier fails to supply the Goods within the agreed 
time period, the Buyer may terminate the contract immediately and thus claim damages for 
non-performance.
(e) GF may terminate an order or any portion thereof upon written notice to the Supplier with immediate 
effect (i) if Supplier enters into bankruptcy or liquidation (whether voluntary or compulsory) except a 
solvent voluntary liquidation for the purpose of reorganization only, or has a receiver and/or 
administrator or receiver of the supplier appointed, or a resolution is passed or a petition presented to any 
Court for the winding-up of Supplier or for the granting of an administration order in respect of the 
Supplier, or (ii) if Supplier suffers financial loss due to fire, earthquake, war damage or other 
circumstances beyond its control and in the event the Supplier is unable to meet its obligations 
owing to the foregoing in any jurisdiction.
(f) The above remedies of GF shall be in addition to and not in lieu of any other remedies available at 
common law.
36. Place of Performance, Applicable Law, Jurisdiction
(a) These General Terms of Purchase shall be governed and interpreted under the laws of the 
state of the registered office of the respective Buyer, excluding applicable conflict of law 
principles set out therein in their own supply chains. The GF Code for Business Partners will be provided 
to Supplier to Buyer’s property to any of Buyer’s locations at Buyer’s expense.
(b) Tools, Gauges, Fixtures, etc.
These General Purchase Conditions shall be governed and interpreted under the laws of the state of 
the registered office of the respective Buyer. GF’s Code for Business Partners applies to all suppliers, (sub-) contractors and other service providers 
of GF and their employees (collectively referred to in this document as “business partners”). It is mandatory for all Suppliers to be aware of GF’s latest Code for Business Partners and implement all 
the required activities to be compliant with it. It is especially their responsibility to verify compliance with the 
principles set out therein in their own supply chains. The GF Code for Business Partners will be 
provided to Supplier upon request of Buyer or can be found under www.geofischer.com.
 GF’s Code for Business Partners applies to all suppliers, (sub-) contractors and other service providers 
of GF and their employees (collectively referred to in this document as “business partners”). It is mandatory for all Suppliers to be aware of GF’s latest Code for Business Partners and implement all 
the required activities to be compliant with it. It is especially their responsibility to verify compliance with the 
principles set out therein in their own supply chains. The GF Code for Business Partners will be 
provided to Supplier upon request of Buyer or can be found under www.geofischer.com.
(c) If any breach of any of the obligations contained in this Section 28 shall be deemed a material breach of 
the contractual relationship entitling GF to terminate all existing orders and/or agreements with immediate 
effect and without prejudice to any further rights or remedies.
37. Changes, Obsolescence, Last time buy
Supplier shall not implement any changes to the Goods affecting the form, fit or function of the Goods 
except with written notice to the Buyer. In the event of any changes to the Goods, the Supplier and Buyer 
shall be entitled to enter into a new agreement to reflect the new specifications.
38. Amendments
Any amendment of or variation to the terms and conditions contained hereunder must be in writing 
and signed by authorized representative(s) of both parties.
39. Notices
All notices provided in connection with these General Purchase Conditions will be in writing and 
will be deemed to have been given (a) when delivered by hand, (b) when delivered if sent by an internationally 
recognized commercial courier, (c) on the third (3rd) day after the first postmark of the sender’s postal service, or (d) by class mail to the address shown on the address label or by e-mail. The notices 
must be sent to the respective Parties at the address of the contact person set forth in the relevant order, 
at a minimum.
40. Announcements
Any announcement required by law, a court or any governmental or regulatory authority, no announcement 
concerning the transaction contemplated or any ancillary matter will be made by either party without 
the prior written consent of the other, which consent will not be unreasonably withheld or delayed. In cases 
where an announcement is required by a court, a law or any governmental or regulatory authority, the party 
being required will take all such steps as may be reasonable and practicable in the circumstances to 
agree to the contents of such announcement with the other party before making such announcement.