

General Terms and Conditions of Purchase

1. Applicability of these terms and conditions: The following terms and conditions apply to all orders placed by TEM with the supplier. They apply exclusively. Conflicting provisions of the supplier, such as general terms and conditions of delivery, etc., are not recognised unless TEM has agreed to their validity in writing. Changes to these terms and conditions of purchase are only valid in writing.
2. Content of the contract: The subject matter of the contract, quantity, price per unit and delivery date result from the written order addressed by TEM to the supplier. This is binding if it is confirmed by the supplier within five (5) working days. TEM may change or cancel the order as long as no written order confirmation has been received from the supplier. Deviating order confirmations of the supplier are only valid if they have been accepted in writing by TEM.
3. Technical specifications: Technical specifications, illustrations, dimensions, standard diagrams, materials, qualities, etc. must be strictly adhered to by the supplier.
4. Spare parts: The supplier guarantees the availability of spare parts for five (5) years, unless TEM has confirmed a different arrangement in writing.
5. Copyright: Ownership and copyrights to models, drawings, illustrations, concepts and any other documents made available to the supplier shall in any case remain with TEM. These must be returned unsolicited after completion of the order.
6. Confidentiality: All knowledge and information, whether of a technical, commercial or other nature, which the supplier receives about TEM or its products shall be treated as strictly confidential.
7. Data protection: The parties may exchange personal data for the conclusion and execution of the contract. This data concerns contact information of persons (such as name, position, location, telephone number, e-mail address or other communication data) who are involved in the contract on the part of the supplier, us or a third party. Each party is a data controller. The Supplier undertakes to transmit and process personal data in accordance with the applicable data protection provisions (in particular Swiss data protection law and the EU General Data Protection Regulation) and with due expertise, care and diligence.
8. Delivery date: The delivery date specified in the order must be strictly adhered to. If this is not possible, TEM must be informed immediately. TEM reserves the right to cancel the order, withhold payments and claim damages in case of delay.
9. Packaging and transport: The supplier is liable for the proper packaging of the goods. Any returnable packaging will be returned carriage paid by TEM.
10. Inspection and notification of defects: TEM will inspect the goods within ten (10) working days of receipt. Complaints can be made at any time during the warranty period. They also authorise TEM to withhold payments.
11. Warranty: The supplier is liable for the delivery of defect-free goods in accordance with the order. Unless otherwise agreed in writing with TEM, **the supplier's warranty of quality and title lasts two years** from receipt of the goods. TEM may return non-conforming or defective goods and procure replacement parts from a third party supplier; TEM may also demand replacement deliveries from the supplier, price reduction or rectification free of charge. The assertion of the full damage (incl. e.g. own expenses, replacement and repair costs, consequential damages, loss of profit, etc.) remains reserved in any case.
12. Prices: Prices are free domicile TEM incl. packaging or by agreement.
13. Terms of payment: Payment term is 30 days with 2% discount or 60 days net or as agreed.
14. Applicable law: Swiss law is applicable. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is expressly excluded.
15. Place of jurisdiction: **All disputes arising from this contract shall be decided by the competent courts of the Canton of Graubünden**, whereby TEM is free to sue the supplier at his domicile or before any other competent court.

Chur, August 2023