

# General Terms and Conditions of Purchase of Florin AG

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## 1 General

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The General Terms and Conditions of Purchase are form of an integral part of the business relationship and supplement of all contracts and call-off orders concluded with Florin AG, hereinafter referred to as the Buyer. Acceptance of orders or call-offs by the Supplier implies acceptance of all parts of these general terms and conditions of purchase. The same applies to the signing of these general terms and conditions of purchase prior to the commencement or in the course of the business relationship. Special provisions deviating from these General Terms and Conditions of Purchase in individual contracts shall remain in force, as long as they are agreed in writing. Any terms and conditions of sale of the Supplier are expressly rejected. They shall only apply if they are approved by the Buyer in writing.

## 2 Orders and call-offs of the Buyer

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Orders and call-offs of the Buyer shall only be binding for the Buyer, if they are transmitted by telephone, electronically (EDI) or by e-mail. The Supplier is expected to send an immediate written confirmation. If no response is received within two working days, the Buyer shall assume that the Buyers' order or a call-off has been fully accepted by the Supplier. An order confirmation, that deviates from the Buyer's order, shall only become binding for the Buyer once it has accepted it in writing.

## 3 Price

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The prices are considered to be fixed prices and include all the costs (transportation, packaging, etc.) up to the named place of delivery. All additional costs such as customs duties, other charges and fees are included in the price and must be shown on the invoice.

## 4 Quality and product safety

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Florin AG is committed to supplying safe and high-quality products. The Supplier therefore undertakes to deliver the goods in perfect condition and in accordance with the contractual specifications, the production of which is safeguarded by a certified quality assurance system - including a HACCP concept and a contingency plan - and the production of which is carried out in accordance with good manufacturing practice (GMP). The Supplier and its upstream Suppliers must have a GFSI certification accepted by the Buyer (e.g. FSSC 22000, IFS, BRC.). The Supplier is obliged, without being asked by the Buyer, to provide the Buyer with the necessary and valid proof of certification and the name and full details of a respective contact person(s). The Supplier guarantees that the goods have the agreed properties and comply with current Swiss legislation. In particular, the Supplier guarantees that all applicable Swiss food regulations are fully complied with. Goods that do not comply with the agreed specifications shall be deemed defective. Any deviation from samples, specimens or assurances shall also be deemed a to be a defect. The Buyer reserves the right, after reasonable notice, to carry out audits of the Seller itself or through third parties. In addition, he may demand all relevant quality records.

## 5 GMO

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The Supplier guarantees to deliver only the goods, which do not contain genetically modified organisms (GMOs) or have been produced from GMOs or contain ingredients (including additives, carriers and flavors) that have been produced from GMOs and are therefore not

subject to labeling in accordance with the Swiss Ordinance on Genetically Modified Foods (VGVL), Regulation (EC) No. 1829/2003 and Regulation (EC) No. 1830/2003

## **6 Label products / certifications**

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The Supplier shall provide the Buyer, in good time, with the documents required in accordance with the applicable guidelines for the various label products (RA, BIO, Bio Knospe, RSPO; the list is not exhaustive). In the case of BIO/organic products, the Supplier based outside Switzerland shall ensure that the goods are accompanied by an original certificate of inspection when the goods are handed over to the Buyer. The Buyer reserves the right to refuse acceptance of the goods at the Supplier's expense if the certificate of inspection and/or the documents for BIO/organic goods are not available.

## **7 Traceability**

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The Supplier must ensure traceability in accordance with the Swiss Consumer Goods Ordinance (LGV); Regulation (EC) No. 178/2002 applicable to the EU. Upon request, the Buyer must be granted access to the written documents relating to traceability. As required by law and in accordance with a plan agreed with the Buyer, the Supplier shall keep samples of lots of goods to be delivered and make them available to the Buyer upon request.

## **8 Social and environmental responsibility**

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The Buyer maintains an integrated sustainability along the value chain, ensuring environmental protection and assumes social responsibility. For this reason, Suppliers are obliged to respect social working conditions and avoid environmentally harmful behavior. The Buyer reserves the right to make the continuation of the business relationship conditional on the acceptance and implementation of nationally and internationally recognized codes of conduct for social and environmental issues (e.g. BSCI Business Social Compliance Initiative, SEDEX, Ecovadis, ISO 9001, FSSC 22000, ISO 14001, SBTi commitment etc.). Suppliers undertake to comply with Florin AG's Procurement Policy, Environmental Policy and the Code of Conduct.

## **9 Information security and data privacy**

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The Supplier agrees to treat all information that it receives from the Buyer during the execution of the order, or learns of in any other way, due to its significance or nature, as confidential. The Supplier shall use such information solely for the purposes for which it was intended and made available to the Supplier under the contract and shall not reproduce or otherwise use the information for its own purposes or for the purposes of third parties or disclose the information to third parties. "Disclosure to third parties" also includes disclosure to affiliated companies, in accordance with the Swiss law, and to persons or companies involved by the Supplier in the fulfillment of the order.

## **10 Notice of defects/notice period**

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The Buyer is not obliged to check the condition of the goods immediately upon receipt. The Buyer may give notice of defects at any time within the statutory warranty period. This also applies to defects discovered only when the goods are being processed or after delivery to Buyer's customer(s).

## **11 Liability for defects**

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The Supplier shall be fully liable for all product defects purchased by the Buyer. This shall also apply if the defects attributed to packaging, transportation, storage etc. by the Supplier or by a third party commissioned by the Supplier. The Supplier is also liable, regardless of the origin of a fault, if the defect is caused by his subcontractor. Art. 200 para. 2 (Swiss Code of Obligations) is excluded. In addition to the statutory warranty claims (restriction and revocation), the Buyer is entitled to demand that the Supplier remedy the defect or provide an immediate replacement of goods free of charge. The Supplier is obliged to assume all costs necessary to remedy the defect or provide a replacement at his own expense. If defects occur in a partial delivery, the purchaser shall be entitled to either withdraw from the entire contract or to waive the outstanding deliveries. The Supplier shall be liable for all direct and indirect damages (including loss of profit) incurred by the Buyer or other contractual partners of the Buyer as a result of defective goods. The Buyer reserves the right to return defective goods at the expense and risk of the Supplier in the event of cancellation or replacement.

## **12 Delivery dates/delivery delays**

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If delivery is not made within the agreed period, the Supplier will be deemed to be in default at the end of that period. If the Supplier fails to fulfill his obligations, the Buyer may continue to insist on their fulfillment regardless of the Supplier's fault and demand compensation for the delay without a grace period. Alternatively, the Buyer may refuse subsequent performance and either demand compensation for damages resulting from non-delivery or terminate the contract. In the event of default, the Supplier shall be fully liable to the Buyer for all damages resulting from the default. In particular, the Supplier shall bear all costs arising from any covered purchase. The Buyer reserves the right to return goods that arrive late. In this case, the goods shall be returned at the expense and risk of the Supplier.

## **13 Early delivery**

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The Buyer reserves the right to either reject the goods that arrive too early or store them at the Supplier's expense.

## **14 Place of performance/maturity of the purchase price claim**

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The place of performance of delivery shall be the place of delivery specified in the contract. In the absence of such a place, the place of fulfillment of obligations shall be the legal address of the Buyer.

## **15 Transfer of risk**

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The risk shall pass to the Buyer upon delivery of the goods at the place of performance as stipulated in the contract.

## **16 Withdrawal**

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In the event of compelling reasons, in particular, in the event of changes to food legislation and import restrictions, the Buyer reserves the right to withdraw from the contract without any obligation to pay compensation.

## **17 Applicable law and place of jurisdiction**

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All legal relations between the parties shall be governed exclusively by Swiss law, to the full exclusion of conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (the "Vienna Sales Convention"), unless

these General Terms and Conditions of Purchase expressly provide otherwise. The ordinary courts at the Buyer's place of business shall have jurisdiction for all disputes.

## **18 Subcontractors**

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The Supplier shall transfer its obligations under these General Terms and Conditions of Purchase in full to its subcontractors.

Muttenz, December 2023

Applicable guidelines can be found at:

[Procurement-Policy.pdf](#)

[Product-Safety-Directive.pdf](#)

[Environmental-Guidelines.pdf](#)

[Code-of-Conduct.pdf](#)