

# GENERAL TERMS AND CONDITIONS OF PURCHASE LOLIWARA AG

## Preamble

These General Terms and Conditions of Purchase (hereinafter referred to as the “Terms”) govern the terms and conditions under which **Loliwara AG** (hereinafter referred to as the “Buyer”) purchases food products from its suppliers (hereinafter referred to as the “Supplier”). These Terms shall apply to all orders placed by the Buyer and all agreements entered between the Buyer and the Supplier, unless otherwise expressly agreed in writing.

The Buyer’s unconditional acceptance of order confirmations or deliveries shall not constitute acceptance of any terms or conditions that deviate from these Terms. Any such deviating terms proposed by the Supplier shall not form part of the contract unless expressly accepted by the Buyer in writing.

---

## 1. Conclusion of Contract

- 1.1 Orders placed by the Buyer shall only be binding if made in writing or confirmed in writing.
- 1.2 The Supplier shall confirm the order in writing within five (5) business days. If no confirmation is received within this period, the order shall be deemed accepted.
- 1.3 Any amendments or additions to the order shall require the Buyer’s prior written consent.

---

## 2. Prices and Payment Terms

- 2.1 The agreed prices are fixed prices and are understood to be net, excluding value-added tax (VAT).
- 2.2 Unless otherwise agreed, payment shall be made within forty-five (45) days following full receipt of the goods and a properly issued invoice.
- 2.3 The Buyer shall be entitled to offset counterclaims or withhold payments in the event of justified complaints.

---

## 3. Delivery and Delivery Time

- 3.1 Delivery shall be made to the place of destination specified by the Buyer.
- 3.2 The agreed delivery dates are binding. The Supplier shall notify the Buyer in writing without undue delay if delays in delivery are foreseeable.
- 3.3 In the event of delayed delivery, the Buyer reserves the right to claim damages or to withdraw from the contract. The right to impose contractual penalties shall remain unaffected, even if the delayed delivery is accepted.

- 3.4 Unless otherwise agreed, the Supplier shall bear all costs related to transport, packaging, insurance, and any required official permits.
- 

#### **4. Quality, Warranty, and Notification of Defects**

- 4.1 The Supplier warrants that the goods comply with the agreed specifications and applicable legal quality standards. All goods delivered that are, or are intended to be, food products or articles of daily use—either directly or after further processing—must comply with applicable food law regulations as well as all relevant national and international provisions. These requirements shall be deemed contractually guaranteed. Should the goods fail to meet these requirements, the Buyer shall be entitled to withdraw from the contract or claim damages, in addition to all other statutory rights relating to defects.
- 4.2 Unless longer periods are stipulated by law or other binding provisions, the limitation period for warranty and guarantee claims shall be two (2) years from the date of acceptance of the delivery. These requirements shall be deemed contractually guaranteed.
- 4.3 The Buyer shall inspect the delivery as soon as reasonably possible, without being bound to a fixed inspection period. Any identified defects or missing guaranteed characteristics shall be promptly notified to the Supplier.
- 4.4 In the event of defects, the Buyer shall be entitled to request rectification or replacement delivery. If such remedy fails, the Buyer may withdraw from the contract or reduce the purchase price.
- 4.5 The Supplier shall be liable for all direct and indirect damages resulting from defective goods. This includes recall costs, production downtime, and reputational damage. The Supplier shall also be liable for consequential damages resulting from defects. The Supplier shall indemnify the Buyer against any claims asserted by commercial or private customers of the Buyer, provided such claims arise from:
- Defects or deficiencies in the delivered goods.
  - Any other non-conformity with the contractual condition of the goods.
  - Breach of the Supplier's duties of care, control, or supervision.

The Buyer may also assert defect-related rights against the Supplier in the event of transport damage. If the Supplier claims that a defect arose only after transport or after acceptance, the burden of proof shall rest with the Supplier.

---

## 5. Liability and Product Liability

- 5.1 The Supplier shall indemnify and hold the Buyer harmless against all third-party claims arising from product defects or faults.
  - 5.2 The Supplier undertakes to maintain adequate product liability insurance and, upon request, shall provide the Buyer with evidence thereof.
- 

## 6. Force Majeure

- 6.1 In the event of force majeure (e.g., natural disasters, war, blockades, fire, crop failure, civil unrest, strikes, or operational disruptions affecting the Supplier or its upstream suppliers), the Buyer shall be entitled to withdraw from the contract with respect to any outstanding performance and corresponding counter-performance, or to demand execution at a later date, without the Supplier being entitled to any claims as a result thereof.
- 

## 7. Final Provisions

- 7.1 Any amendments or additions to these Terms must be made in writing.
- 7.2 Should any provision of these Terms be found to be invalid; the validity of the remaining provisions shall not be affected.
- 7.3 The law of Switzerland shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The place of jurisdiction shall be the registered office of **Loliwara AG**.



# GENERAL TERMS AND CONDITIONS OF SALE LOLIWARA AG

## Preamble

These General Terms and Conditions of Sale (hereinafter referred to as the “Terms”) govern the conditions under which **Loliwara AG** (hereinafter referred to as the “Seller”) supplies food products to its customers (hereinafter referred to as the “Buyer”). Any deviating or conflicting terms and conditions of the Buyer shall only apply if the Seller has expressly agreed to them in writing.

---

## 1. Conclusion of Contract

- 1.1 All offers made by the Seller are non-binding and subject to change without notice.
  - 1.2 A contract shall only be deemed concluded upon written order confirmation by the Seller.
  - 1.3 Oral agreements shall be binding only if confirmed in writing.
  - 1.4 All requests or orders by the Buyer shall be accepted and fulfilled exclusively in accordance with these General Terms and Conditions of Sale. By placing an order or concluding a contract, the Buyer acknowledges these Terms as binding.
  - 1.5 Any provisions or, in particular, general terms and conditions of the Buyer that conflict with these General Terms and Conditions of Sale shall only apply if expressly confirmed in writing by the Seller. This shall also apply to any deviating conditions stated in a subsequent confirmation issued by the Buyer.
- 

## 2. Prices and Payment Terms

- 2.1 Prices are quoted net, excluding value-added tax (VAT).
- 2.2 Unless otherwise agreed, the Buyer shall bear all additional costs such as packaging, freight, insurance, and any required official permits.
- 2.3 If, after the conclusion of the contract, there are increases in freight charges, customs duties, taxes, or fees, or if currency conditions change, the resulting additional costs shall be borne by the Buyer.
- 2.4 Invoices shall be paid within the agreed terms, without deduction.
- 2.5 Payments shall not be deemed fulfilled until the Seller has full access to the funds.
- 2.6 The Buyer may only offset claims that are undisputed or have been finally adjudicated by a court of law.

---

### **3. Delivery and Delivery Time**

- 3.1 Delivery shall be made to the agreed destination at the Buyer's expense and risk.
- 3.2 Delivery dates shall only be binding if agreed upon in writing.
- 3.3 The Seller shall not be liable for delays caused by force majeure or other unforeseeable events beyond its control.

---

### **4. Retention of Title**

- 4.1 The delivered goods shall remain the property of the Seller until full payment has been made.
- 4.2 The Buyer undertakes to handle the goods with care and not to resell them if the retention of title remains in effect.

---

### **5. Notification of Defects and Warranty**

- 5.1 The Buyer shall inspect the goods immediately upon receipt and notify the Seller in writing of any visible defects within 7 days.
- 5.2 A shortfall or excess in weight of up to 10% is permitted. Any discrepancy in the confirmed net weight will only be recognized if officially determined and certified.
- 5.3 Hidden defects must be reported in writing immediately after their discovery.
- 5.4 In the case of valid defects, the Seller shall, at its discretion, provide a replacement delivery or a reduction in the purchase price.
- 5.5 Any further claims, particularly for damages, are excluded unless they are based on gross negligence or intent.

---

### **6. Liability**

- 6.1 The Seller shall be liable for other damages only in cases of intent or gross negligence.
- 6.2 Any liability for consequential damages or loss of profit is excluded.

---

## 7. Force Majeure

- 7.1 In the event of force majeure or other unforeseeable circumstances that significantly hinder or make delivery impossible, the Seller shall be entitled to postpone the delivery for the duration of the event or to withdraw from the contract, without the Buyer being entitled to claim damages.

---

## 8. Right of Withdrawal of the Seller

- 8.1 The Seller shall be entitled to withdraw from the contract if the Buyer has provided false information regarding their creditworthiness or if there are objective indications of the Buyer's insolvency.

---

## 9. Data Protection

- 9.1 The Seller undertakes to comply with the applicable data protection laws and to treat the Buyer's data confidentially.
- 9.2 The data will be used solely for the purpose of contract execution and maintaining the business relationship.

---

## 10. Final Provisions

- 10.1 Any amendments or additions to these Terms must be made in writing.
- 10.2 Should any provision of these Terms be or become invalid, the validity of the remaining provisions shall remain unaffected.
- 10.3 Swiss law, specifically the Swiss Code of Obligations, shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 10.4 The place of jurisdiction and performance shall be the registered office of **Loliwara AG**.

