

General Terms and Conditions of Purchase of Manor AG

1 General information and scope of application

- 1) These General Terms and Conditions of Purchase apply to all orders placed by Manor AG and all companies that are economically or legally affiliated with Manor AG (hereinafter collectively referred to as the “Manor Group”).
- 2) The General Terms and Conditions of Purchase shall be deemed to have been recognised by the supplier as soon as the goods have been delivered or the service has been rendered. The General Terms and Conditions of Purchase may be amended by the Manor Group at any time. The current version is published on the Manor supplier website (www.manor.ch/suppliers).
- 3) Any differing or conflicting provisions, particularly in other general terms and conditions, are not valid unless they have been recognised in writing by the Manor Group and expressly agreed by contract.
- 4) All other binding guidelines and information on the General Terms and Conditions of Purchase are available on the [Manor supplier website](#).

2 Orders

- 1) Orders may only be accepted in writing and on an official order form (system orders or pre-orders via Excel). Orders, agreements, additions and/or amendments, whether made verbally or by telephone, must be confirmed in writing by Manor in order to be valid.
- 2) Manor insists on an order confirmation from the supplier for every order received. This confirmation must be sent between 3 working days after the order and 24 hours before the delivery at the latest. For food, the applicable deadlines are 2 working days after the order and 1 hour before the delivery at the latest.
- 3) For special offers and/or orders with a delivery date that is more than 2 months in the future, the order confirmation must be sent within 3 days.
- 4) No order confirmation is necessary for concession and consignment suppliers, rack jobbing, VMI or orders from the “Indirect Procurement” area.
- 5) The aim of the confirmation is to ensure that all order details (including the purchase price, quantity and delivery date) are correctly displayed in Manor’s system in order to ultimately guarantee automatic invoice matching on the one hand and a predictable logistics process on the other.
- 6) Order confirmations must be sent either in the form of a PDF by e-mail to mo.orders@manor.ch or by EDI message ORDRSP IN to Manor.
- 7) If either of the following situations should arise due to a missing order confirmation or incorrect information:
 - a) Invoice matching is not automatic – CHF 80 per case
 - b) Logistics planning or picking cannot be carried out according to plan – CHF 80/hourManor reserves the right to charge the above-mentioned processing fee.
- 8) If no confirmation is received from the supplier, the order shall nevertheless be fully binding for the supplier.
- 9) Both the supplier and the Manor Group may cancel the order in writing if the import or export of the goods is suspended or restricted at the time of delivery or if an increase in customs duties is demanded that is unacceptable to the Manor Group.

3 Order documents

- 1) The Manor Group reserves all rights of ownership and copyright to illustrations, drawings, calculations and other documents. The supplier must keep confidential all documents and information which become known to them in connection with the business relationship with Manor, and may not make them accessible to third parties without the prior written consent of the Manor Group. Such documents and information may only be used for the fulfilment of the Manor Group’s order.
- 2) Material provided by the Manor Group for the purpose of executing the order shall remain its property even after processing.

4 Terms of delivery

The Incoterms 2020 of the ICC Paris shall apply as terms of delivery. They are an integral part of these General Terms and Conditions of Purchase and are indicated on orders.

- 1) F-clauses apply to collection deliveries:
 - a) For sea freight: FOB port of loading, for Bangladesh FCA port of loading
 - b) For air freight: FCA named place, loaded aircraft
 - For land, courier or rail transport: FCA named place

- 3) D-clauses apply to deliveries:
 - a) "DDP, named place" applies to deliveries from Switzerland
 - b) MANOR may not appear as the importer on the customs declaration for deliveries from foreign suppliers with the delivery condition "DDP". The supplier requires Swiss VAT registration or fiscal representation in Switzerland.

5 Prices and terms of payment

- 1) The prices stated in the order are fixed and binding and do not include VAT.
- 2) The Manor Group only processes invoices that comply with Swiss VAT regulations and contain the following information:
 - a) Order number incl. MPC in the invoice header
 - b) Billing and delivery address as specified in the order
 - c) VAT number of the service provider
 - d) Tax rate and the amount of tax due on the sub-total
 - e) Invoice amount for the goods or service
 - f) For goods: per item – quantity, Manor item number, price per item, total price, currency
 - g) For services: number, type, object, currency or scope of service
 - h) Date or period of performance or delivery
 - i) Name and address of the service provider
 - j) Delivery note number, delivery date or terms of delivery
 - k) Documentary trade payment type (letter of credit/payment collection) must be specified
 - l) N.B.: a GLN number is always needed for MARKANT
- 3) In principle, only one invoice is accepted for each order and delivery (1 order = 1 delivery = 1 invoice). Partial deliveries are only permitted with written confirmation from the Manor Group, in which case the invoice must correspond to the partial delivery.
- 4) The agreed prices, as shown in the listing or amendments, shall be deemed to have been agreed for an indefinite period, but at least for a period of 6 months. The agreed prices shall continue to apply until new prices are agreed. Manor accepts a maximum of 2 price changes per year – with the exception of sales items – on fixed dates. If the supplier intends to change a price, they must give at least 3 months' written notice and provide a clear justification of the reason. The price increase is subject to Manor's written consent.
- 5) Unless otherwise agreed upon, payment by the Manor Group is due 30 days after receipt of a proper and verifiable invoice or upon delivery of the goods or provision of the service. The payment deadline is always calculated from the latest of the two dates. The Manor Group does not accept advance payments or cash on delivery.
- 6) Credits in favour of the Manor Group are due immediately.
- 7) Invoices issued by the Manor Group are payable immediately.
- 8) The Manor Group only considers payment assignments to be legally effective if the supplier (subject to written confirmation from the supplier) has notified the assignment in advance by registered letter.
- 9) The Manor Group only accepts documentary transactions (letters of credit and payment collections) by written agreement.
- 10) If a supplier issues more than 500 individual invoices to the Manor Group per year, the supplier undertakes to implement the electronic EDI invoicing system (INVOIC) in collaboration with Manor.

6 Time / place of delivery

- 1) The delivery deadline, the place of delivery and the quantity specified in the order are binding for the supplier.
- 2) The place of delivery differs according to the terms of delivery:
 - a) F-clauses = handover/loading at the agreed (collection) location
 - b) D-clauses = handover at the agreed (delivery) location

- 3) The supplier is obliged to inform the Manor Group immediately in writing if circumstances arise or are discovered by the supplier which prevent the agreed delivery time and quantity from being respected.
- 4) In the event of a delay in delivery, the Manor Group has the right, without setting a new deadline (Art. 108 and Art. 190 of the Swiss Code of Obligations), either to demand a subsequent delivery and a contractual penalty for breach of contract amounting to 5% of the total order value per 14 calendar days of delay in delivery, or to cancel the order (Art. 109 of the Swiss Code of Obligations).
- 5) In the event of a delay in delivery, the Manor Group has the right, in addition to the contractual penalty, to demand reimbursement from the supplier for losses incurred as a result of missed promotions, sales, etc., as well as compensation for non-fulfilment.
- 6) The Manor Group reserves the right to refuse partial or advance deliveries without prior notice or to accept and store them at the supplier's expense and risk until the contract has been duly fulfilled.

7 Transfer of risk, documents, packaging, labelling and product information

- 1) Benefit and risk are only transferred to the Manor Group when the goods are handed over.
- 2) The Manor Group takes out transport insurance for all collection consignments. When deliveries are made to the Manor Group, the supplier is responsible for insuring the goods until they are handed over at the agreed location.
- 3) The supplier must label, assemble, pack, load onto pallets and deliver the goods properly and professionally along with the necessary delivery documents in accordance with the following binding guidelines (which can be found on the [Manor supplier website](#)):
 - a) Packaging and shipping instructions
 - b) The Manor Supply Chain regulationsIn the event of non-compliance with these regulations, the Manor Group reserves the right to hold the supplier liable for any additional costs incurred as a result.
- 4) The following documents are required for deliveries from abroad: invoice, packing and weight lists and customs preferences (if the criteria are met).
- 5) The supplier undertakes to bear all costs and customs duties in full if customs inspections result in the invalidity of the certificate of origin.
- 6) The supplier is responsible for ensuring that the following information on the delivery documents (in addition to the invoice requirements) is complete and correct:
 - a) Order number and product group number
 - b) Identification per item
 - c) HS code (6-digit code) per item
 - d) Composition of goods with percentage per article (for textiles & food)
 - e) Country of origin of goods
 - f) Number and type of packaging
 - g) Gross and net weight of the consignment in kg / individual boxes in kg
 - h) Dimensions of boxes in cm
 - i) Volume of the consignment in m³
 - j) Type and weight of the transport pallets used (one-way / Euro pallets)
 - k) Hazardous goods, products with VOCs or products requiring temperature control must be correctly labelled.
- 7) The supplier shall notify the forwarding agent / Manor distribution centre of the collection order or delivery in accordance with the following guidelines (which can be found on the [Manor supplier website](#)):
 - a) Supplier booking Instructions
 - b) Packaging and shipping instructions

8 Notice of defects and warranty

- 1) The obligation of the Manor Group to inspect the condition of the goods immediately and to give notice of defects in accordance with Art. 201 of the Swiss Code of Obligations is excluded. The Manor Group may give notice of defects during the entire warranty period.
- 2) The Manor Group is entitled to full statutory warranty claims.
- 3) The supplier's warranty period is 24 months. It begins upon delivery of the goods to the end customer.

9 Quality, product liability and liability insurance cover

- 1) The supplier must not supply goods that have been produced through the exploitation of children, forced labour or in any other way that violates human rights. All suppliers must adhere to the Manor Code of Conduct ([Manor supplier website](#)), which forms an integral part of these General Terms and Conditions of Purchase.
- 2) The supplier must ensure that the goods delivered comply with the legal requirements in the country of manufacture and with Swiss laws and regulations.
- 3) The supplier must always deliver goods that are without any defects and that meet the specifications of the Manor Group, if available. Any agreements on quality and specifications must be complied with. In the absence of a sample or specification, the goods must be made available in a saleable condition.
- 4) If a warranty claim is asserted due to a defect or due to the fact that the supplier has otherwise failed to fulfil the contract properly in whole or in part, the supplier must compensate Manor Group for all damages incurred (including product recall and any court and legal costs).
- 5) If the supplier can be held liable for a product defect, they shall be obliged to take the place of the Manor Group immediately in the event of any claims for damages filed by third parties. This exclusion of liability applies insofar as the supplier would be held liable in their own relationship with third parties.
- 6) The supplier shall maintain product liability insurance with a total cover of at least CHF 5 million per case of personal injury/property damage. Any further claims for damages shall continue to exist separately.

10 Industrial property rights

- 1) The supplier guarantees that no third-party rights are infringed in connection with the goods delivered. This includes intellectual property rights in particular.
- 2) Should the Manor Group be held liable for infringement of third-party rights, the supplier shall indemnify the Manor Group – at the first written request received from the Manor Group – against any damages in connection with such a claim. Prior to a request of this kind, the Manor Group has the right to reach an agreement directly with the third party, for example on the appropriate measures to be taken (product recall from points of sale and/or payment of compensation). Only then will disputes between the Manor Group and the supplier be settled.
- 3) The supplier shall reimburse the Manor Group for all expenses arising from any claims under section 2.

11 Place of jurisdiction, place of fulfilment and applicable law

- 1) The place of jurisdiction for all disputes is Basel. However, the Manor Group also has the right to take the supplier to court at the headquarters or at the location of any of the various MANOR department stores to which the purchased goods were delivered.
- 2) Orders are subject to Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.