

## General Purchasing Conditions of Manor AG

### 1) Generalities and area of application

1. The Manor Group mentioned hereafter includes all companies which are commercially or legally connected to Manor AG.
2. The General Purchasing Conditions will be considered as accepted by the supplier as soon as the goods have been delivered or services provided. The General Purchasing Conditions can be revised by the Manor Group at any time. The revisions will be published on Manor's supplier website ([www.manor.ch/suppliers](http://www.manor.ch/suppliers)).
3. Variations or contradictory regulations, especially other general business conditions, will not be valid unless they have been accepted in writing by the Manor Group and expressly agreed by contract.
4. All further documents with regard to the General Purchasing Conditions are retrievable on Manor's supplier website

### 2) Orders

1. Orders are only accepted in writing and with the submission of an official form. Orders, agreements, additions and changes, made either verbally or on the telephone, require written confirmation by the Manor Group to become valid, subject to agreements to the contrary reached between the Manor Group and the supplier.
2. An order from the Manor Group is binding in its entirety for the supplier, even without confirmation from the latter, unless he cancels the order in writing within 5 working days. However, the Manor Group insists generally on a written order confirmation within 5 working days after provision of the order. Orders from Indirect Procurement are excluded from this requirement.
3. Both the supplier and the Manor Group can cancel the agreement in writing if the import or export of the goods is suspended or limited at the time of delivery, or if an increase in customs duties is introduced that is unacceptable to the Manor Group.

### 3) Order documents

1. The Manor Group reserves its right of ownership and copyright with respect to illustrations, drawings, calculations and other documents. The supplier must keep documents confidential and may not make them available to third parties without the previous written agreement of the Manor Group. They may be used exclusively for the execution of the order from the Manor Group.
2. Material provided by the Manor Group for the purpose of carrying out the order will continue to remain its property even after processing.

### 4) Delivery terms

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

1. F-clauses shall apply to pick-up deliveries:
  - a. For sea freight: FOB port of loading, Bangladesh FCA port of loading.
  - b. For air freight, FCA named place, loaded aircraft.
  - c. For land, courier or rail transportation: FCA named place.
2. D-clauses apply for deliveries:
  - a. For deliveries from Switzerland, "DDP named place" applies.
  - b. For deliveries from foreign suppliers with the delivery condition "DDP", MANOR may not act as importer for customs declaration. The supplier needs a Swiss VAT registration or a fiscal representation.

### 5) Prices and payment conditions

1. The prices stated in the order are fixed and binding and do not include VAT.
2. The Manor Group will only process invoices which are in compliance with the Swiss VAT regulations and which include the following details:
  - a. Invoice and delivery address as stated in the order
  - b. Manor order number and date of order (invoicing report number for the consignment)
  - c. Per supplied article: quantity, Manor article number, price per sales unit, total price, currency
  - d. Full amount of the invoice
  - e. Number of the delivery note, delivery date or term
  - f. Payment conditions and type of payment (e.g. open invoice, letter of credit)
  - g. Delivery terms (Incoterms)
3. In principle, only one invoice will be accepted for each order and delivery (1 order=1 delivery=1 invoice). Partial deliveries are permitted in exceptional circumstances, but in this case the invoice must correspond to the partial delivery.
4. Unless otherwise specified, payment will be due by the Manor Group 30 days upon receipt of a proper and verifiable invoice and upon delivery of the goods. The payment terms always begin on the latest of the two dates, i.e. either on the date of receipt of goods or the date of receipt of the invoice. The Manor Group does not accept preliminary invoices or cash on delivery.
5. Credit notes in favour of the Manor Group are payable immediately.
6. The Manor Group will only consider assignments to be legally valid if the supplier or purchaser (with the written confirmation of the supplier) has given separate notice of the assignment by registered mail.
7. The Manor Group will only accept documentary transactions (letters of credit and collection) by written agreement.
8. If a supplier issues more than 500 single invoices per year, the supplier undertakes to implement the electronic EDI billing system (INVOIC) in collaboration with Manor.

## 6) Delivery time / delivery place

1. The delivery deadline with their delivery place and quantity given in the order is binding.  
The place of delivery is differentiated according to the delivery terms:
  - a. F-clauses = handover/loading at the agreed place
  - b. D-clauses = handover at the agreed place
2. The supplier is obliged to inform the Manor Group immediately in writing if circumstances occur or are identified by the supplier which prevent the agreed delivery time and quantity from being respected.
3. In the event of a delay in delivery, the Manor Group has the right, without setting a new deadline (art. 108 together with art. 190 of the Swiss Code of Obligations), either to demand a subsequent delivery and a fine for breach of contract equivalent to 5% of the total order value per 14 calendar days delivery delay, or to withdraw from the contract (art. 109 of the Swiss Code of Obligations).
4. In the event of a delay in delivery, the Manor group has the right to claim the reimbursement from the supplier of any losses incurred due to missed promotions, publicity, etc. on the one hand, and compensation for non-performance on the other.
5. The Manor Group reserves the right to reject partial or advance deliveries if no notice has been given, or to accept and store them at the expense and the risk of the supplier until the proper fulfilment of the contract.

## 7) Risk transfer, documents, packaging, marks and product information

1. MANOR covers transport insurance for all collection consignments. For deliveries to Manor, the insurance is the responsibility of the supplier until handover at the agreed place.
2. The supplier must label, assemble, pack, load onto pallets and deliver goods in a proper and professional manner along with the required delivery papers according to the following guidelines (Manor's supplier website):
  - a. Packaging specifications
  - b. the Manor Group "Supplier Guidelines"
  - c. the Manor Logistic guidelines (Manor's supplier website):  
In the event of non-observance of these regulations, the Manor Group can make the supplier liable for any additional costs incurred.
3. The following documents are required for deliveries from foreign countries: commercial invoice, packing and weight lists as well as their customs preferences (if criteria are met).  
The seller agrees to assume all costs and customs duties in full if verifications by customs result in the invalidity of the certificate of origin.
4. The supplier is responsible for ensuring that the following information on the delivery documents is complete and correct (in addition to the invoice requirements):
  - a. Purchase order number and commodity group number
  - b. Description of goods per article
  - c. HS Code (6-digit code) per article
  - d. Composition of goods with percentage (for textiles & food) per article
  - e. Country of origin of the goods
  - f. Number and type of packaging
  - g. Gross and net weight of the consignment in kg / individual cartons in kg
  - h. Dimensions of the cartons in cm
  - i. Volume of the shipment in m3
  - j. Type and weight of transport pallets used (one-way / Euro pallet)
  - k. Dangerous goods, products with VOC or products which must be temperature controlled must be correctly indicated.
5. The supplier notifies the forwarder / Manor warehouse of the pick-up order or delivery according to the following guidelines. (Manor's supplier website):
  - a. Suppliers Booking Instructions
  - b. Packing and Shipping Instructions

## 8) Inspection for defects and warranty

1. The purchaser's obligation to immediately inspect the condition of the goods and to give notice of defects according to art. 201 of the Swiss Code of Obligations is excluded. The Manor Group can 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 expires 24 months after Manor has sold the supplied merchandise to its customers.

## 9) Quality, product liability exemption and liability insurance protection

1. The supplier must not supply goods which have been produced by child exploitation, forced labour or in any other way which violates human rights. All suppliers must adhere to the Manor Code of Conduct (on Manor's suppliers' website).
2. The supplier must ensure that the goods supplied comply with the legal requirements in the country of production and with the provisions of the Swiss Regulation on Food and Commodities.
3. The supplier must always supply goods without any defects and which are in conformity with the Manor Group's samples, if provided. Any agreements regarding quality and specifications must be complied with. In absence of a sample or a specification, the goods are to be provided fit for use or fit for purpose.

4. If a warranty claim is made as a result of a defect or due to the fact that the supplier has not properly fulfilled the contract in any other way, either in full or in part, the supplier must reimburse all the damages incurred (including product recall and recovery, as well as any legal costs and lawyer's fees) to the Manor Group, unless the supplier can prove that he was not at fault.
5. If the supplier can be held liable for a product defect, he is immediately obliged to act in lieu of the Manor Group in the event of any claims for damages filed by third parties against it. This liability exemption is applicable to the extent that the supplier would be held liable in his own relationship with third parties.
6. The supplier shall maintain a product liability insurance with total coverage of CHF 5 million per case of personal/property damage. Any additional compensation claims on behalf of Manor Group continue to exist separately.

#### **10) Protection rights**

1. The supplier guarantees that no rights of third parties are violated in connection with the goods delivered.
2. If a claim should be made against the Manor Group for a violation of the rights of third parties, the supplier shall hold the Manor Group harmless of any possible damage related to such a claim upon the first written request by the Manor Group. Before making such a request, the Manor Group has the right to reach an agreement directly with the third party, for example regarding the appropriate measures to be taken (product recall from points of purchase and/or payment of compensation). Only then will disputes between the Manor Group and the supplier be resolved.
3. The supplier must reimburse the Manor Group for all expenses resulting from any claims made as set out in paragraph 2 above.

#### **11) Court of jurisdiction, place of fulfilment and applicable law**

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

The German version of the General Purchasing Conditions has exclusive validity. All documents are published on Manor's Supplier Site: <http://www.manor.ch/suppliers>