
General Terms and Conditions of Purchasing

1. Summary

- 1.1. This document defines the general terms and conditions of purchasing.
- 1.2. The Purchasing Manager is responsible for managing this document.

2. Revision and Approval

Rev.	Date	Nature of Changes	Prepared by	Approved by
A	20.09.2022	Initial issue	R. Storchenegger (Quality Manager)	M. Fengler (CEO)
B	10.11.2022	Added requirements for ethical behavior/quality management	D. Schmitz (Purchasing Manager)	R. Storchenegger (Quality Manager)

3. Preliminary remark

These general terms and conditions of purchase apply to all procurements made by Meteomatics AG.

4. Order confirmation

The supplier shall confirm the order within 5 days in writing or by company stamp and signature on a copy of the order. After expiry of this period, the terms and conditions of the order shall be deemed accepted by the supplier.

5. Delivery

The delivery date is the date on which the supplier has undertaken to make the goods completely available to Meteomatics AG in terms of quality and quantity. The quantities specified in the order must be strictly adhered to. We reserve the right not to accept over-deliveries or only against our express and written agreement.

Delivery deadlines accepted by the supplier must be strictly adhered to.

6. Tangible and intellectual property

All plans, sketches, models, technical data, specific documents, production tools, test tools, tools and machines that have been handed over for inspection, as well as all other aids handed over or paid to the supplier, are and remain the exclusive property of Meteomatics AG. They may only and exclusively be used for the execution of orders of Meteomatics AG and must be returned on simple request with a deadline of one working day. They may not be destroyed, passed on to third parties, used for further execution or copied without our written permission.

The supplier is liable as custodian of these elements for all damages, theft, disappearance or their complete or partial destruction. He shall take out appropriate insurance to cover such damages. The aforementioned elements must be returned in good and functional condition at the simple request of our Company.

7. Confidentiality

The supplier is obliged to treat all information provided to him as confidential. He undertakes to take all precautions to prevent the disclosure of information received for the execution of an order. All plans, sketches, models, technical data, special documents, production tools, test tools and other auxiliary means disclosed to the supplier or of which he has obtained knowledge remain the exclusive intellectual property of Meteomatics AG.

8. Conformity of products

Neither the acceptance nor the payment of the ordered goods can be interpreted as acceptance of the goods or as an implicit declaration that the goods comply with the required requirements and technical characteristics. Non-conformity of goods may be declared in the course of their use. Verification of conformity of the goods may be carried out randomly by taking samples. The order may be cancelled in whole or in part, otherwise the non-conforming goods must be replaced. Meteomatics AG is entitled to a refund of the canceled goods and the associated costs.

9. Price

The prices stated in the order include all claims with the exception of VAT. The price is fixed, definitive and not renegotiable. If no prices are stated in the order, the supplier is obliged to apply the prices stated in its current catalog.

10. Documents accompanying delivery

The supplier is obliged to enclose a detailed delivery bill with the delivery, which contains the elements mentioned in the order as well as the order number in order to enable the assignment. In addition, all other documents required by Meteomatics AG must be enclosed with the delivery.

11. Billing

Invoices must state the order number and the reference numbers of Meteomatics AG as well as the delivery note number of the supplier. Meteomatics AG reserves the right to refuse to invoice or accept goods that have not been ordered.

Furthermore, in the case of Swiss suppliers, invoices must contain all the required information in accordance with the VAT law.

Any objection to settlement prices, parts supplied (quantity and quality) or services rendered may result in a debit note, the amount of which will be deducted from subsequent payments.

12. Liability and warranty

The supplier shall be liable within the scope of generally applicable laws for the proper execution of the present order and all consequences possibly arising therefrom. The acceptance of samples or specimens as well as the payment of invoices by the buyer shall in no way limit this liability. Meteomatics AG may invoke this liability even if the non-conformities or defects were not detected during the checks and only came to light during the commissioning or use of the goods supplied.

13. Access

The supplier has to assure access to Meteomatics, their customers and regulatory authorities to the applicable areas of their facilities and to applicable documented information, at any level of the supply chain.

14. Additional Requirements

Suppliers shall ensure its personnel are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

All suppliers are aware of the need to implement a quality system and will provide Meteomatics AG with evidence of an established system.