

TERMS AND CONDITIONS OF PURCHASE

1. Scope

The present terms and conditions of purchase shall apply to all contracts and orders placed between the University Hospitals of Geneva, hereinafter referred to as HUG, [and] the University Hospital Center of Vaud, hereinafter referred to as CHUV, on the one hand, and their suppliers, on the other hand. By accepting the order, the supplier acknowledges them explicitly. The conditions of the supplier which depart from the present terms and conditions shall bind HUG, CHUV only if they have been agreed upon in writing with the Purchasing and Biomedical Engineering Center of the Vaud-Genève University Hospitals, hereinafter referred to as CAIB.

2. Entitled Hospital Authority

The orders shall be valid only if they are placed or confirmed in writing by HUG or CHUV. Any order placed by another hospital authority shall be considered as null and void.

3. Assignment of Orders and Subcontracting

The orders and debts can be assigned to third parties only with the explicit consent of HUG, CHUV. Furthermore, the legal terms and conditions of the assumption of debt shall apply. The supplier is liable for the services under subcontract as if they were provided by him/her.

4. Orders

The orders should be confirmed as soon as possible, in particular indicating the exact price and the time of delivery. The supplier undertakes to abide by the administrative and practical instructions stipulated in the order. The supplier undertakes to abide by the International Bill of Human Rights related to the working conditions and more particularly by the Code of Conduct of BSCI (Business Social Compliance Initiative).

5. Dispatch - Invoice

A detailed delivery note shall be provided with each order ; otherwise, an advice of dispatch shall be provided separately. The invoice has to be drawn up immediately after the dispatch of the goods. Letters, invoices and supporting documents shall always bear the related order number.

6. Price

Prices agreed upon are fixed prices and are valid till the entire order is [fully] executed. A reservation for a possible increase in prices shall be valid only when there is a written agreement between the parties. If an order is placed without mentioning the price, HUG, CHUV reserve the right to challenge the price upon receiving the order confirmation. Under comparable circumstances, the supplier undertakes to let CAIB benefit from the terms and conditions provided to his/her most favored customers.

7. Delivery Deadline

Delivery deadlines are mandatory. If the supplier considers that delivery cannot take place before the delivery deadline agreed upon, he/she shall immediately inform HUG, CHUV, by specifying the reasons and indicating the possible duration of delay. In case of default of the supplier, HUG, CHUV shall be deemed to have waived the delivery without any further action, unless there is an explicit and immediate notice to the contrary, after the expiry of the delivery time to HUG, CHUV. Action for damages shall remain under reservation.

8. Instructions for Use

The equipments shall be delivered with the instructions for use in French, the technical documentation, full drawings and diagrams.

9. Delivery

The supplier must respect the delivery address indicated in the order. Unloading of the goods must be carried out by the delivery person with the agreement of the delivery bay of the HUG or CHUV. Partial or advance deliveries, as well as deliveries with superior or inferior quantities as to those ordered shall be accepted only with the explicit agreement of HUG, CHUV. The goods shall be transported at the supplier's own risks. They shall be forwarded and delivered duty paid at the delivery address mentioned on the front of the order [form] according to the DDP (Delivery Duty Paid) conditions set forth in INCOTERMS 2000 (SSC [Swiss Shippers' Council] N° 101). For orders in foreign countries, prevailing conditions are those of the DDP, net of VAT and charges for customs clearance. Delivery shall be carried out on EUR/PAL, CHEP or LPR palette: size 800mmx1200mm. Damages occurring during transportation are chargeable to the supplier. HUG, CHUV reserve the possibility to defer the delivery time, to reduce the quantities ordered or to partially or totally cancel the contract in cases of force majeure (Act of God) or for unforeseeable circumstances.

10. Packaging

The goods must be wrapped individually and in such a way as to avoid any damage. Excessive packaging should only be used if the goods really require it. If needed, boxes containing goods must be filled out with paper or carton. Expanded polystyrene is prohibited for the delivery of informatics and alimentary goods. Therefore avoiding every plastic material for delivering the goods is a priority. It is recommended to use PET or PETD rather than glass.

11. Defect Guarantees

The supplier guarantees that the goods do not have any defect which may decrease their value or cause prejudice to the foreseen use ; that they have the promised characteristics ; that they comply with the prescribed services and specifications as well as the obligations provided for by the laws, the provisions for preventing accidents, the protection of the environment and the security in general and other regulations in force. Furthermore, the goods should be in conformity with the Swiss standards, in particular with the Federal Medical Devices Ordinance (oDim) dated January 24th, 1996. The supplier undertakes to remedy free of charge the defects observed or to replace the goods. In case of emergency or negligence of the supplier, HUG, CHUV reserve the right to have the defects repaired or to replace the defective goods, (and this) at the expense of the supplier.

To some fair extent, the supplier shall remain responsible for the defects which may be discovered even after the expiry of the term of one year (Article 197 and the following articles of the Code of Obligations).

The guarantee of the supplier covers also deliveries by his/her subcontractors.

Generally speaking, the supplier shall have third party liability insurance covering this type of risk.

Limitations of the responsibility or the guarantee are not recognized in any form whatsoever.

12. Claims : Deadline

The goods are checked upon receipt or, if necessary, during use. Submitting claims is not subject to any deadline. Payments already made do not imply any waiver of possible claims.

13. Payments

Payments shall be made latest at the end of the month following delivery and invoicing, or else after the acceptance of delivered goods, after deducting the usual discount. Particular agreements remain under reservation.

14. Jurisdiction and Applicable Law

The parties declare that they shall submit all disputes to the jurisdiction of the Canton of Geneva for HUG and the Canton of Vaud for CHUV. The place of execution of delivery and payment is Geneva for HUG and Lausanne for CHUV. The supplier declares being knowledgeable about and complying with the Geneva and Vaud Regulations, especially those for the award of the public utility awards. The present contract is governed by the Swiss Code of Obligations, in particular by Article 184 and the following articles, provided that they do not depart from the present general Terms and Conditions of Purchase.