

GENERAL TERMS AND CONDITIONS ON PROCUREMENT

1. Scope

- a) These Terms and Conditions on Procurement shall apply to all orders and contracts entered into between Hôpitaux Universitaires de Genève (University Hospital of Geneva), hereinafter HUG, Centre Hospitalier Universitaire Vaudois (University Hospital Centre of Vaud), hereinafter CHUV, and PLEXUS-Santé on the one hand, and their suppliers, on the other hand.
- b) Acceptance of the order shall entail express acknowledgement hereof by the supplier. Any other conditions of the supplier which may depart from these General Terms and Conditions on Procurement shall bind HUG, CHUV, PLEXUS-Santé only where agreed in writing with the Procurement and Biomedical Engineering Centre of the Vaud-Geneva University Hospitals, hereinafter CAIB.

2. Entitled Hospital Authority

- a) The orders shall be valid only where made in writing, with an official order containing an ID number from CHUV, HUG, PLEXUS-Santé. Any orders placed by another hospital authority should be considered as null and void.

3. Assignment of Orders and Sub-contracting

- a) Orders and claims can be assigned to third parties only with the express consent of CHUV, HUG, PLEXUS-Santé. Furthermore, the legal terms and conditions applicable to debt assumptions shall apply.
- b) The supplier shall be liable for sub-contracted services as if said services were provided by said supplier.

4. Orders

- a) Upon receipt of the order, the supplier shall be granted a time limit of a few hours to no more than 5 working days (depending on the type of order) to inform CHUV, HUG, PLEXUS-Santé of any disagreement on one of the material aspects of the order (e.g. price, service, quantity and/or time of delivery). Failing such a notice and after this deadline, the order shall be deemed accepted.
- b) A counter-offer must be made on the order on which there is a subject of disagreement on a material aspect, which must be accepted by the purchaser before being confirmed by the supplier.
- c) The supplier undertakes to abide by the administrative and practical instructions contained in the order.

5. Price

- a) The agreed prices shall be fixed prices, valid until the order is fully executed. Reservations regarding a possible increase in prices shall be authorised only where previously agreed in writing by the parties.
- b) Should an order be exceptionally sent without mentioning the price, CHUV, HUG, PLEXUS-Santé reserve the right to challenge said price upon receipt of the order confirmation.
- c) Under comparable circumstances, the supplier undertakes to let CAIB benefit from the terms and conditions provided to its most favoured customers.

6. Date and Time of Delivery

- a) The dates of delivery mentioned in the order forms should be complied with. Delivery times are mandatory. CHUV, HUG, PLEXUS-Santé reserve the right to refuse early deliveries, without additional costs. Should the supplier consider that the delivery cannot be made at the agreed date, it shall immediately inform CHUV, HUG, PLEXUS-Santé and specify the reasons for the delay and the duration thereof.
- b) In case of default of the supplier, CHUV, HUG, PLEXUS-Santé shall be deemed to have merely waived the delivery, unless otherwise notified by CHUV, HUG, PLEXUS-Santé immediately after the expiry of the time period.
- c) This is without prejudice of actions for damages.

7. Official Language

- a) The official language for the performance of the deal, for all and any information, letters, documents (instructions for use, technical documents, etc.) shall be the French language.

8. Instructions for Use

- a) The equipment shall be delivered with instructions for use, technical documents and full drawings and diagrams.

9. Delivery

- a) The goods shall be transported at the supplier's risks; they shall be forwarded with free delivery (art. 189 of the Swiss Code of Obligations / CO) or DPU (Incoterms® 2020), the packaging and transportation costs being borne by the supplier, including unloading at the place of delivery, net of VAT and customs duties.
- b) The supplier shall conform with the place of delivery indicated in the order.
- c) The goods shall be unloaded by the deliveryman, with the consent of the person in charge of the delivery platform at CHUV, HUG, PLEXUS-Santé.
- d) Partial or early deliveries, as well as deliveries with higher or lower quantities than those ordered shall be admitted only with the express agreement of CHUV, HUG, PLEXUS-Santé. In the event of errors or non-compliance by the supplier in the delivery, the goods shall be returned as soon as possible, at the supplier's expense.
- e) CHUV, HUG, PLEXUS-Santé reserve the possibility to postpone delivery, reduce the ordered quantities or cancel all or part of the contract in the event of an act of God or fortuitous events.

10. Wrapping and Packaging

- a) The goods shall be packed in such a way as not to suffer any damages. Overpackaging shall be used only if the nature of the goods so requires. The best alternative, with due regard to sustainable development, shall be selected.
- b) Delivery should be made on EUR/EPAL, CHEP or LPR pallets: width 800mm x length 1200mm x max height of pallets: 1700mm. The height may be increased to 1900mm with the explicit consent of CHUV, HUG, PLEXUS-Santé. For the delivery of full pallets, a single batch shall be considered. Multiple batch should be clearly indicated on the pallet. In case of non-compliance, our handling fees may be charged.
- c) Any changes in the packaging of an item should be notified to the user (for PLEXUS-Santé, to the customer service), and to the purchaser whose details are mentioned in the order form.

11. Warranties for Defects

- a) The supplier guarantees that the goods do not have any defects which may decrease the value thereof or impede the contemplated use, that they comply with the prescribed services and specifications and with statutory obligations, the provisions on the prevention of accidents, the protection of the environment and general security matters, and other regulations in force. Furthermore, the goods should be in conformity with Swiss standards, including the Federal Medical Devices Ordinance (MeDO) of 17 October 2001.
- b) The supplier undertakes to correct the defects observed free of charge, or to promptly replace the goods. In case of emergency or negligence of the supplier, CHUV, HUG, PLEXUS-Santé reserve the right to have the defects repaired or to replace the defective goods, at the supplier's expense.
- c) An action for breach of warranty of quality and fitness becomes time-barred two years after delivery of the object to the buyer, even if he does not discover the defects until later (CO art. 210).
- d) The warranty provided by the supplier shall also cover deliveries by its sub-contractors.
- e) No limitations of liability or warranty shall be admitted in any form.

12. Claims

- a) The goods shall be checked upon receipt or, where necessary, during use. There is no time limit for submitting claims.
- b) Payments already made do not imply waiver of further claims.

13. Consignment - Invoicing

- a) Each consignment of goods must absolutely include a detailed delivery note (including the *ex post facto* balance), unless a separate dispatch note is issued.
- b) Delivery notes, invoices and accompanying documents should always bear the ID number of the order concerned.

14. Payments

- a) Payments shall be made no later than at the end of the month following delivery and invoicing, or after acceptance of the delivered goods, after deduction of the usual discount.
- b) This is without prejudice of any specific arrangements.

15. Jurisdiction and Applicable Law

- a) The parties declare that all disputes shall be submitted to the jurisdiction of the Canton of Geneva for HUG and the Canton of Vaud for CHUV and PLEXUS-Santé. The place of performance for delivery and payment shall be Geneva for HUG, Lausanne for CHUV and Bussigny for PLEXUS-Santé. The supplier declares that it is aware of, and shall comply with, the Geneva and Vaud regulations, including those on the award of public procurement orders.
- b) These general terms and conditions, as well as any contracts between CAIB and the suppliers, shall be governed by Swiss laws.