

Standard Terms of Purchase

1. Scope of Application

The following terms of purchase apply to agreements for the supply of a product and/or service (hereinafter also "delivery" or "supplied item") initiated or concluded through requests for quotation and/or orders to the supplier.

AEBs in Englisch

Deutsche Version: Dok-ID: DMSUSZ-2145599063-673

2. Quote

- 2.1. The quote, including any demonstrations, shall be free of charge.
- 2.2. If the quote deviates from the request for a quote, the supplier must explicitly indicate this.
- 2.3. Unless otherwise specified in the quote, the supplier shall remain bound for 3 months from the date of the quote.
- 2.4. Until the contract or the written acceptance of the quote (order) has been signed, USZ may withdraw from the contract negotiations without financial consequences.

3. Purchase order/confirmation

- 3.1. Only written/electronic orders placed/generated by USZ Procurement are valid. In order to be valid, verbal orders, agreements and changes must be confirmed in writing by USZ Procurement.
- 3.2. By accepting the purchase order, the supplier acknowledges the USZ Standard Terms of Purchase. Any divergent or additional terms set by the supplier, in particular standard terms of sale, shall only apply if USZ has agreed to them in writing.
- 3.3. Orders may only be changed in consultation with the buyer responsible.
- 3.4. Telephone orders may only be accepted in exceptional cases after consultation with USZ Procurement and if an order number supplied by USZ Procurement and a precise reference address (name, department, address, etc.) are stated. This order number must be stated on the delivery note and the invoice.
- 3.5. Order confirmations, delivery notes and invoices will only be accepted if they include the USZ order number. Invoices may only be sent to central invoice reception ("zentraler Rechnungseingang") at financial accounts, and must meet the relevant statutory requirements, particularly the requirements of the VAT Act.
- 3.6. Order confirmations are only required if there are deviations from the data transmitted.
- 3.7. Suppliers are not permitted to accept purchase orders from the departments.

4. Medical devices

- 4.1. If its characteristic delivery is a medical device within the meaning of the Medical Devices Ordinance (MepV/MedDO), the supplier is liable for ensuring that the supplied items comply with the relevant Swiss regulations on medical devices, particularly the Swiss Federal Therapeutic Products Act (HMG/TPA) and the Medical Devices Ordinance (MepV/MedDO). University Hospital Zurich will only accept products that are compliant with the applicable Federal Therapeutic Products Act (HMG/TPA) and/or the applicable Swiss Medical Devices Ordinance (MepV/MedDO).
- 4.2. Appropriate measures must be in place to ensure the traceability of medical devices and systematically applied in the event of a recall.

5. IT products and services

- 5.1. If the characteristic delivery consists of IT products or IT services, in addition to the USZ Standard Terms of Purchase, the applicable standard terms of business of the Swiss Informatics Conference (SIK/CSI) for IT services (SIK/CSI Terms) and the Canton Zurich standard terms of business for the outsourcing of data processing using IT services (Allgemeine Geschäftsbedingungen bei der Auslagerung von Datenbearbeitungen unter Inanspruchnahme von Informatikleistungen des Kantons Zürich) of 24 June 2014 (Terms of Outsourcing) shall also apply.

6. Foodstuffs

- 6.1. The supplier warrants that the internal quality and external appearance of deliveries comply with the legal requirements in Switzerland and the EU as well as with the quality requirements and applicable specifications.
- 6.2. All food (except for vegetables) must be delivered in company-labeled reusable containers. The supplier guarantees delivery under suitable delivery conditions. When goods are received, temperature and quality checks are carried out and recorded in writing in accordance with the "Beanstandungsmatrix Warenannahme Lebensmittel KUE und Gastronomielogistik" complaints matrix. The criteria for assessing goods can be obtained from USZ Procurement if required.
- 6.3. In the case of deliveries with a limited shelf life, the supplier must clearly indicate the expiry date on the supplied item and, in the case of deliveries subject to special storage and/or disposal requirements, must clearly indicate this information on the supplied item.
- 6.4. For deliveries with a limited shelf life, the warranty must be observed until the expiry date (with the exception of foodstuffs placed on the market openly); for all other deliveries, 24 months from delivery apply. Deliveries with quality defects that make further processing of the product impossible or where a risk to consumers cannot be ruled out will be rejected. If the delivery does not have the warranted characteristics or is otherwise defective in any way, USZ is entitled to demand, at its discretion, that the supplier provide a free subsequent delivery, a credit note or an appropriate replacement.
- 6.5. Additional costs such as deposits or surcharges for quantities falling short of the minimum order may only be charged in consultation with the purchaser responsible, and will otherwise not be accepted.

- 6.6. USZ refrains from using genetically modified food. The supplier therefore undertakes to play its part in this and guarantee that no GMO technologies (including production, manufacturing, raw materials, etc.) are used anywhere in the production chain.

7. Provision of samples

- 7.1. Any provision of samples must always be agreed in advance with USZ Procurement. Unless otherwise agreed with USZ Procurement, the costs incurred by the supplier in connection with the provision of samples must be borne by the supplier.

8. Loans for use

- 8.1. The loan of medical utensils or equipment for more than 4 weeks always requires the conclusion of a separate loan for use agreement. If a loan for use agreement is not concluded, the full risk of loss and damage, any consequential costs, as well as the full costs of the consumables associated with the loan for use must be borne by the supplier. All loan for use agreements are coordinated and drawn up exclusively by USZ Procurement.

9. Delivery documents and services for medical technology

- 9.1. All delivery documents and services for medical devices and equipment must be provided by the supplier in accordance with the applicable Therapeutic Products Act (HMG/TPA) and/or the applicable Swiss Medical Devices Ordinance (MepV/MedDO).

10. Prices

- 10.1. Unless otherwise agreed in the purchase order (3.1), the prices stipulated are deemed to be fixed prices, including customs duties and other charges including, in particular, statutory value-added tax to the place of destination (DDP USZ, in accordance with the Incoterms of the ICC as amended from time to time).
- 10.2. Prices and conditions may be amended only in consultation with USZ Procurement. Notifications of such amendments must be made in writing at least three months before coming into effect.

11. Delivery dates/consequences of default

- 11.1. Deliveries are due at the place of destination on the agreed date (delivery date). Part deliveries and early deliveries are only permitted by agreement. Part deliveries shall be clearly indicated as such on the order confirmations and shipping documents. USZ reserves the right to refuse to accept excess deliveries or, in the event of under-delivery, to demand delivery of the missing quantity under the same terms and conditions. USZ is entitled to check the progress of the work with the manufacturer or supplier.
- 11.2. If it becomes apparent that the delivery deadline will not be met, the supplier must immediately inform USZ Procurement in writing of the reason and the expected delay.
- 11.3. If the supplier fails to meet the delivery date, the supplier will be deemed to be in default without the need for a reminder from USZ and will owe a penalty, unless the supplier proves that the delay is a consequence of force majeure or is related to circumstances that could not be expected in the ordinary course of events. The contractual penalty amounts to 1‰ (one per-mille) per day of delay, but in total not more than 10% of the total remuneration. The contractual penalty is also due if the delivery is accepted without reservation. Payment of the contractual penalty does not release the supplier from the other contractual obligations. However, the contractual penalty shall be offset against the damages to be rendered.
- 11.4. If the supplier is in default and a reasonable grace period has expired without delivery, USZ may rescind the contract and waive the delivery.

12. Property rights

- 12.1. The supplier/licensor is responsible for ensuring that its delivery does not infringe any copyrights, patents, trademarks, designs or other legal titles of third parties. The supplier is liable for any consequences of such infringements.
- 12.2. The supplier/licensor shall defend itself against any claims of third parties for infringement of property rights at its own expense and risk. USZ shall immediately notify the seller/licensor of such claims in writing and shall leave to the seller/licensor the exclusive conduct of any litigation and the measures for the judicial or extrajudicial settlement of the dispute. In such event, the supplier/licensor shall assume the costs and damages incurred by USZ.
- 12.3. If an action for infringement of industrial property rights is filed or a preventive action is applied for, the supplier/licensor may, at its own expense, at its option either procure for USZ/the licensee the right to use the object of purchase free of any liability for infringement of industrial property rights or replace it with another that meets the material requirements agreed upon; otherwise it shall become liable for damages.

13. Confidentiality/advertising

- 13.1. USZ may only be named as a reference customer subject to its prior written consent.
- 13.2. The supplier must treat the preparation of a quote or the order and the related work or deliveries as confidential. Disclosure of the corresponding activities for advertising or reference purposes is not permitted without written consent.

14. Place of performance/delivery/packaging

- 14.1. Delivery shall be made to the place of performance mentioned in the purchase order and at the time specified. Unless otherwise noted in the purchase order, the following shall apply:
University Hospital Zurich
Zürcherstrasse 123
8952 Schlieren
Mon–Fri: 7.10am–4.00pm
advance notification by phone on 044 255 59 73
- 14.2. Only orders including a delivery bill and complete order reference (USZ order number) will be accepted by USZ employees. These must be signed by employees of USZ. Direct deliveries to the departments are prohibited unless this has been explicitly agreed with or requested by USZ Procurement. No liability will be assumed for deliveries to a place not agreed with USZ Procurement.
- 14.3. Express deliveries will only be made at the express request of USZ or for perishable goods.
- 14.4. Unless otherwise agreed, delivery must be made to the place of destination, duty paid and packed (DDP USZ, in accordance with the ICC Incoterms as amended from time to time). Delivery shall be made for the account and at the risk of the supplier.

- 14.5. The supplier is responsible for assuring professional packaging. USZ may issue special instructions, but these do not release the supplier from its responsibility to assure professional packaging. USZ is entitled to return the packaging in return for a credit for the amount charged.
- 14.6. Palletized deliveries of goods are accepted only on Euro-pallets with the following dimensions: footprint: 1200 x 800 mm / loading height including pallet: 1900 mm.
- 14.7. The delivery item will be inspected for obvious defects, such as transport damage, in accordance with the usual course of business routine. Obvious defects must be reported within a reasonable period of time after discovery. Payments will not be deemed to be a waiver of notices of defects.

15. Warranty/liability for defects/assurances

- 15.1. The supplier warrants that the supplied item has the characteristics promised and enables fault-free operation corresponding to the purpose. The supplier also assures that the delivery item meets the latest technological standards, also in terms of quality and expediency as well as the energy efficiency of materials, design, construction and execution, and that it meets all other requirements, namely legal requirements (e.g. HMG/TPA, MepV/MedDO, KlinV/ClinO, SEV, PSAV, SUVA guidelines, Ordinance on Biocidal Chemicals, SVDB, PrHG). The supplier warrants that it has any necessary certificates and can furnish these at any time if required.
- 15.2. Products must be specifically labeled in accordance with Swiss law (such as batch documentation, lot and hazard labeling, and specific transport and storage labels).
- 15.3. If the supplied item is defective at the time of the inspection as per 13.7, i.e. if it is not of the quality specified in 14.1, or if a defect occurs during the warranty period, USZ shall notify the supplier of the defect within 30 calendar days of discovery of the defect, but no later than 30 calendar days after expiry of the agreed warranty period. Section 14.5 shall apply with regard to the statute of limitations for the corresponding claims of USZ.
- 15.4. For disposable items the warranty is valid for 12 months from delivery, and for all other delivery items 24 months from delivery and/or commissioning.
- 15.5. The supplier shall remedy the defect without undue delay by rectification and/or a replacement delivery. The supplier must bear all the costs involved in remedying the defect. If the supplier is not able to remedy a defect within a reasonable period from the time the defect is notified by USZ, if the supplier refuses to remedy the defect in general or in the required manner, if there is imminent danger as a result of the defect, or if the remedying of the defect by the supplier is unacceptable for USZ, after prior notification USZ is entitled to remedy the defect itself or to have it remedied by third parties. In such a case the supplier shall pay all proven costs of remedying the defect.
Such substitute performance does not affect the supplier's liability for defects. USZ has the option of demanding a reduction in price instead of the rectification of defects. The right to cancel the contract is reserved in the event of serious defects. After the defect has been remedied this option is restored; the warranty period specified above shall apply once more.
- 15.6. Warranty claims are subject to a limitation period of five years from the delivery and/or commissioning of the supplied item.
- 15.7. The supplier undertakes to inform the procuring entity at einkauf@usz.ch in the event of any product change (in particular changes in specifications or product suitability).

16. Invoicing/terms of payment

- 16.1. Invoices must be sent to central invoice reception ("zentraler Rechnungseingang") at financial accounts: kreditorenbuchhaltung@usz.ch
Postal billing address:
University Hospital Zurich
DIR FIN, Finanzbuchhaltung
Rämistrasse 100
CH-8091 Zurich
- 16.2. Invoices must specify the amount invoiced (including VAT), any discounts and rebates, the USZ order/contract number, order item, quantity, the supplier's item number and a description of the goods. Otherwise invoices will not be due until the missing information is formally provided or confirmed.
- 16.3. Unless otherwise agreed, payment shall be made at USZ's choosing within 30 days of receipt of the invoice net. The term of payment starts at the earliest upon receipt of the invoice meeting the requirements of 15.1 above, but not before receipt of the delivery and/or provision of the service. The invoice must be issued within 30 days of the receipt of the delivery and/or provision of the service. The right to offset against counterclaims remains reserved.

17. Product liability/liability insurance cover

- 17.1. If the supplier is responsible for damage to a product, the supplier is obliged to indemnify USZ upon first request from third-party damages claims if the cause lies within the supplier's sphere of control and organization and the supplier itself is liable in relation to third parties.
- 17.2. The supplier undertakes to maintain product liability insurance with lump-sum coverage of CHF 10 million per personal injury/property damage. If USZ is entitled to further claims for damages, these shall remain unaffected.

18. Spare parts

- 18.1. The supplier is obliged to supply spare parts for the duration of the expected technical use, but at least for 10 years after delivery under reasonable conditions. If the supplier discontinues production of the replacement parts, the supplier is obliged to inform USZ of this and allow it the opportunity to make a final order.

19. Integrity

- 19.1. The supplier undertakes to act in accordance with all applicable statutory and regulatory provisions in connection with the conclusion and performance of contracts for supplies and not to perform any act or omission which could damage the reputation of USZ.
- 19.2. The supplier undertakes to comply with the applicable labor law provisions in its organization, and endeavors to achieve the UN goals (in particular regarding child labor, forced labor and discrimination in the workplace).
- 19.3. In particular, the supplier confirms that neither it nor its employees, corporate bodies or representatives, whether directly or indirectly, has offered any undue monetary considerations or other benefits to others in connection with the conclusion and performance of contracts for supplies, whether in the form of financing of congresses, further or advanced training events, sponsorship of research projects, advisory mandates or any other comparable form, to induce them to perform their duties or use their position inappropriately or incorrectly.
- 19.4. The supplier undertakes to provide USZ, at the latter's request, with information on when, for what purpose and in what amount donations were made for the benefit of USZ or one of its departments.

- 19.5. If USZ credibly demonstrates a violation of this provision by the supplier, USZ shall have the right to immediately terminate contracts for supplies. The supplier shall indemnify and hold USZ harmless from and against any and all claims, penalties or other costs related to the violation of this provision. This provision remains valid beyond the duration of the contractual obligations.

20. Place of jurisdiction/applicable law

- 20.1. The place of jurisdiction is Zurich, Switzerland. These terms of purchase are subject to Swiss law, to the exclusion of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (Vienna Sales Convention).

21. Assignment, transfer, and pledging

- 21.1. The rights and obligations under the contract may not be assigned, transferred or pledged to third parties without the prior written consent of USZ. Such consent shall not be denied without reason. The various subsidiaries within a group of companies shall not be deemed third parties.

Legend:

HMG/TPA: Federal Act on Medicinal Products and Medical Devices (Therapeutic Products Act)

MepV/MedDO: Swiss Medical Devices Ordinance

PrHG: Swiss Federal Act on Product Liability

SEV: Association for Electrical Engineering, Power and Information Technologies

SUVA: Swiss Accident Insurance Fund

SVDB: Swiss Association for Pressure Vessel Monitoring

SIK/CSI: Swiss Informatics Conference