I. GENERAL PROVISIONS

1. These General Terms and Conditions of Purchase (GTCPs) shall apply to all orders for deliveries and services placed by Regent AG (Dornacherstrasse 390, 4053 Basel) or its affiliated companies (hereinafter referred to as the 'PURCHASER') for goods and services from the PURCHASER's suppliers. The GTCPs shall furthermore also apply to both lump-sum and unit-price contracts, as well as to service contracts charged on a time and material basis and all other individual written agreements concerning the delivery of goods and services to the PURCHASER.
2. By accepting the order from the PURCHASER, the SUPPLIER declares that it agrees with these GTCPs, the additional conditions set out in the PURCHASER's order form and all other written agreements with the PURCHASER. A contract shall be concluded on such acceptance. The SUPPLIER shall confirm the order in writing within forty-eight (48) hours. The order shall also be deemed accepted by the SUPPLIER if it is not rejected in writing within forty-eight (48) hours of receipt of the order.
3. All agreements and legally relevant declarations by the PARTIES must be made in writing to be considered valid. Only written orders placed using the PURCHASER's order forms shall be considered valid. Telephone and verbal orders, as well as modifications and amendments, shall only become valid if confirmed in writing by the PURCHASER.
4. The SUPPLIER's deviating terms and conditions shall only be considered valid insofar as the PURCHASER has previously expressly accepted the same in writing. Should there be any contradictions between these GTCPs and the individual contract concluded by and between the PURCHASER and the SUPPLIER, the provisions contained in the individual contract shall take precedence.
5. The drawings submitted or approved by the PURCHASER and the additional information in the order shall be binding for the execution of orders. Sample parts shall be provided for illustrative purposes only. If products, components or materials have been supplied by the PURCHASER for the purpose of executing an order, they may only be altered or replaced with the PURCHASER's written consent.

II. ORDERS

1. Orders shall be based on these GTCPs, as well as any additional terms and conditions expressly mentioned in the order and all other written agreements with the PURCHASER. The nature, scope and timing of the goods to be delivered or services to be provided by the SUPPLIER in each specific case shall be established in detail and in writing between the PARTIES on a case-by-case basis. Unless agreed otherwise, the scope of delivery shall comprise, in addition to the contractual services expressly mentioned in the order, all resources (including complete documentation in electronic form and in German and/or English) required for the proper performance and functioning of the ordered contractual services. In the manufacture of customised software, the SUPPLIER shall transfer the source code to the PURCHASER, unless agreed otherwise in writing.
2. By accepting the order, the SUPPLIER acknowledges that it is aware of all facts and circumstances relevant to the calculation, design and execution of the delivery, including accessories.
3. The subcontracting of orders to third parties (hereinafter referred to as 'SUBCONTRACTORS') is only permitted with the PURCHASER's express prior consent. In such cases, the SUPPLIER shall act in its own name, for its own account and at its own risk, and shall be liable for the SUBCONTRACTOR's actions as if they were its own.
4. Only the designated routes and storage locations may be used for transporting and storing materials. Traffic routes at the delivery / service location must generally be kept clear.
5. The SUPPLIER must comply with all laws and regulations, rules, directives and decrees to be observed for the fulfilment of orders for deliveries and the provision of services.
6. The SUPPLIER shall be liable for failure to meet deadlines (cf. Section VII. below). Delays due to the PURCHASER's failure to hand over to the SUPPLIER in a good time any necessary documents are not the SUPPLIER's responsibility if the SUPPLIER has requested the documents from the PURCHASER in writing and also set a reasonable grace period. The SUPPLIER is obligated to prevent other delays by taking appropriate measures.

7. The SUPPLIER must – where necessary – specifically and at its own expense protect components from its own or third-party services that already constitute end products. Furthermore, no markings, inscriptions or similar labels that are foreign to Regent may be affixed to them. If contamination or other effects are to be expected during performance of work, the SUPPLIER must take the measures necessary in terms of nature and scope to prevent the same, without receiving any additional compensation from the PURCHASER, and even if they are not mentioned separately in the order.
8. The SUPPLIER shall bear the benefit and risk of the deliveries and services until such time that the PURCHASER demonstrably accepts the same at the respective, contractually agreed delivery / service location in accordance with the agreed INCOTERMS 2020. The SUPPLIER shall be responsible for insuring the delivery objects or the service against theft, premature destruction or other damage until the transfer of risk.

III. INDEMNIFICATION AND HOLDING HARMLESS

1. The SUPPLIER guarantees that all deliveries and services that it or its SUBCONTRACTORS provide(s) in the context of contract performance, or the use of goods that it or its SUBCONTRACTORS deliver(s), do not infringe any third-party rights (e.g. patents, trademarks, intellectual property rights, software rights, etc.).
2. The SUPPLIER hereby undertakes to fully indemnify and hold harmless the PURCHASER from any third-party claims, proceedings, liabilities and damages, as well as costs (including legal fees) and expenses of any kind whatsoever. The PURCHASER is free to conduct corresponding proceedings itself or to demand that the SUPPLIER immediately enter and take over proceedings and disputes whilst simultaneously holding the PURCHASER fully harmless.

IV. INTELLECTUAL PROPERTY RIGHTS

1. The PURCHASER is entitled to all rights to the work results that the SUPPLIER creates for the PURCHASER. The SUPPLIER is obligated to transfer all property and intellectual property rights that may belong to it to the PURCHASER. The SUPPLIER is prohibited from using, further developing or passing on to third parties the work results in any form, either in whole or in part, for itself or third parties, without the PURCHASER's express written consent. The SUPPLIER has a right of use thereto insofar as this is necessary for the fulfilment of contractual obligations.

V. PRICES

1. Unless agreed otherwise in writing, the prices are fixed prices. If assembly of the ordered delivery objects by the SUPPLIER is also owed, this shall be included in the delivery price, unless agreed otherwise in writing.
2. On conclusion of the contract, the SUPPLIER shall confirm that it has informed itself of all circumstances, local conditions and factors influencing pricing.
3. The service contents of technical processing can be found in the specifications. The SUPPLIER shall include all required planning services, calculations, proofs, testing services, etc., in the individual items of the respective lump-sum price, unless separate items are provided for this purpose.
4. The PURCHASER shall owe the agreed prices (net) plus any applicable value added tax. The SUPPLIER shall show the value added tax at the respective statutory rate in its invoices. The invoices must comply with the requirements set out in Swiss tax legislation.
5. Unless agreed otherwise in writing, the term of payment shall be 60 days net from receipt of defect-free delivery and of a proper and professional invoice by the PURCHASER.
6. If the PURCHASER pays an invoice within 30 days of receipt of defect-free delivery and of a proper and professional invoice by the PURCHASER, it shall be entitled to deduct a 3% discount from the gross invoice amount, unless agreed otherwise between the PARTIES.

7. The SUPPLIER shall ensure that the invoices meet the legal requirements. Incorrectly submitted invoices shall only be deemed to have been received by the PURCHASER at the time of correction. Only services performed or deliveries demonstrably received by the PURCHASER may be invoiced.
8. Invoices shall be sent electronically to accounting@regent.ch.
9. Unless agreed otherwise in writing, all prices are DAP Basel prices in accordance with INCOTERMS 2020.

VI. DELIVERY AND DISPATCH

1. The delivery quantity must correspond exactly to the order quantity, unless expressly agreed otherwise in writing in the order.
2. A detailed delivery note must be enclosed with each delivery. It must contain the order number, order item, article number, product name, quantity, gross weight, net weight and delivery location. Agreed partial and remaining deliveries must be labelled as such.
3. The SUPPLIER is obligated to take back its packaging free of charge and to dispose of the same in an environmentally friendly manner. Reusable transport packaging such as drums, Euro wooden pallets, mesh box pallets and sheet steel pallets are excluded. They shall be made available for return transport from the respective PARTY's premises to the respective warehouse.
4. The SUPPLIER is responsible for correctly declaring the goods. The declarations must comply with Swiss customs and packaging regulations. A certificate of origin must be enclosed with each delivery.

VII. DELIVERY TIME AND CONSEQUENCES OF DELAY

1. Delivery shall fall due on the agreed delivery date or at the end of the delivery period at the destination. If the agreed deadline is not met, the SUPPLIER shall automatically enter into default.
2. The SUPPLIER may only rely on the absence of necessary services to be provided by the PURCHASER if it has demanded and reminded the PURCHASER of the same in writing and in good time.
3. Partial and early deliveries are not permitted unless agreed otherwise in writing. If such deliveries are nevertheless accepted, the dates and deadlines dependent on the delivery date shall nevertheless be determined according to the contractually fixed date.
4. In case of failure to comply with the agreed delivery date, the PURCHASER may waive subsequent performance and either demand compensation for the damages resulting from the non-performance or withdraw from the contract.
5. If the SUPPLIER delivers earlier than agreed, the PURCHASER reserves the right to return the goods at the SUPPLIER's expense. If the PURCHASER waives return, the goods shall be stored on the PURCHASER's premises until the delivery date at the SUPPLIER's expense and risk. The PURCHASER shall only make payment on the agreed due date.
6. If the SUPPLIER enters into default concerning compliance with one of the agreed interim deadlines set out in this contract or compliance with the agreed completion or delivery date, it shall owe the PURCHASER a contractual penalty of 0.2% (zero point two percent) for each full working day of default. Contractual penalties owed due to exceeding interim deadlines shall subsequently be cancelled if the SUPPLIER adheres to the final completion date or delivery date. The total contractual penalty arising due to delayed completion or delivery shall be limited to a maximum of 10% of the net order amount. The contractual penalty shall not apply insofar as the SUPPLIER can prove that the delay is due to force majeure. Notwithstanding the above upper limit, the contractual penalty shall amount to at least CHF 500 (five hundred Swiss francs) per case of default.
7. The contractual penalty is a penalty for breach of contract in accordance with Article 160 of the Swiss Code of Obligations. Payment of a contractual penalty shall not release the SUPPLIER from its obligation to perform the delivery in accordance with the contract. The right to assert claims for damages and other rights in accordance with this agreement shall remain reserved in any case. The contractual penalty shall be offset against any claims for damages.

VIII. ACCEPTANCE INSPECTION AND DEFECT NOTIFICATIONS

1. The SUPPLIER shall meticulously examine all tender documents and point out all errors, inconsistencies and mistakes to the PURCHASER. Furthermore, the SUPPLIER must examine the order and, in particular, expressly point out all errors and inconsistencies to the PURCHASER before commencement of services.
2. The SUPPLIER is obligated to inspect the delivery, or have it inspected, at its own expense. The SUPPLIER's inspection obligation shall only lapse if this has been expressly agreed in the contract. The PURCHASER is not obligated to inspect the delivery. Acceptance of the delivery does not imply approval. Special inspections and certificates, as well as their cost implications, are defined in the order.
3. The notification period corresponds to the warranty period.

IX. MATERIAL CONFORMITIES

1. The SUPPLIER must comply with the latest valid EU directives and regulations with respect to RoHS, REACH and Conflict Materials requirements. The SUPPLIER must implement appropriate processes to ensure that it has up-to-date information in case of modifications or updates to RoHS, REACH and Conflict Materials requirements. The SUPPLIER shall provide the appropriate declarations of conformity in accordance with the PURCHASER's requirements.

X. WARRANTY AND LIABILITY

1. The SUPPLIER guarantees and assumes full responsibility for itself and its SUBCONTRACTORS for the defect-free nature of contractual performance, i.e. for the use of the best and appropriate materials, the proper execution according to the current state of the art and proven design and procedures, as well as delivery in accordance with the order. It particularly guarantees and warrants that the contractual performance shall not exhibit any defects that impair its value or suitability and shall be free from material or manufacturing defects and defects of title, that it has the warranted properties and corresponds to the prescribed performances and specifications set out in the order. The properties, performances and specifications listed in the order shall be deemed to be warranted properties. The SUPPLIER also warrants that the contractual performance is unreservedly suitable for the use for which it is expressly or implicitly intended and that it complies with the relevant laws, accident prevention regulations and rules at the destination. In the absence of specific agreements or specifications, the contractual performance shall serve and suffice for the purpose that is intended or expected for with comparable products and shall correspond in terms of function and performance to what the PURCHASER may reasonably expect based on the information, documentation and statements received from the SUPPLIER.
2. The warranty period shall last twenty-four (24) months, and 60 (sixty) months for LED luminaires, unless agreed otherwise in writing. It shall commence on successful commissioning of the delivery and, where the delivery is not immediately further processed or commissioned, only after further processing or successful commissioning, and shall end no later than thirty-six (36) months, and seventy-two (72) months for LED luminaires, after delivery. If acceptance by means of functional tests has been agreed, the warranty period shall commence when the acceptance report is signed or the operating permit is granted.
3. The PURCHASER is entitled to issue a notification of defects at any time after discovering defects during the warranty period.
4. The PURCHASER's warranty claims shall extend alternatively to rectification, reduction or rescission, as well as additionally to compensation for damages, including and irrespective of any fault on the part of the SUPPLIER, consequential damages such as power failure, production downtimes, lost profits, third-party claims and other indirect damages. In the context of the rectification obligation, the SUPPLIER must remedy the defects at its own expense on site or, if full restoration cannot be expected within a reasonable period of time, it must at no charge deliver a defect-free replacement to the PURCHASER's premises and subsequently assemble it. In urgent cases or in case of default by the SUPPLIER, the PURCHASER shall be entitled to have the defects remedied itself at the SUPPLIER's expense.

5. The SUPPLIER shall be held liable, regardless of its fault, for all damages caused to the PURCHASER, to its directors or employees, or to third parties by the delivery, the service, the suppliers or its personnel, including consequential damages such as power failure, production downtimes, lost profits, third-party claims and other indirect damages.

XI. PRODUCT DAMAGES

1. In case the PURCHASER is held liable under product liability, the SUPPLIER shall be obligated to indemnify it against such claims and to hold it fully harmless.

XII. INSURANCE

1. To cover the liability risks under this contract, the SUPPLIER shall take out adequate liability insurance with the following minimum coverage amounts and provide evidence of the same at the PURCHASER's request:
   a) CHF 5,000,000 (five million Swiss francs) for personal injury and property damage per case.
   b) CHF 1,000,000 (one million Swiss francs) for financial losses per case.

XIII. WAIVER AND WITHDRAWAL

1. If it is already foreseeable before the delivery becomes due that the SUPPLIER will exceed the delivery date or that the delivery will exhibit defects, the PURCHASER may set the SUPPLIER a deadline for remedial action, combined with the threat of waiving delivery or withdrawing from the contract (Article 107 of the Swiss Code of Obligations). The PURCHASER reserves the right to claim damages.

XIV. CONFIDENTIALITY

1. The SUPPLIER shall treat as confidential the information and knowledge belonging to the PURCHASER that it obtains in the context of the cooperative relationship, in particular the PURCHASER's technical, commercial or organisational business and trade secrets, shall not exploit the same neither during nor after termination of the contractual relationship, and shall not make the same accessible to third parties. The SUPPLIER's SUBCONTRACTORS shall be obligated accordingly.
2. All specifications, drawings, tools, models, etc., provided by the PURCHASER are the PURCHASER's property and shall be treated confidentially by the SUPPLIER as trade secrets. Products manufactured according to the PURCHASER's specifications or with the PURCHASER's tools or reconstructed tools may neither be used by the SUPPLIER for other purposes nor offered or supplied to third parties.
3. After performance of the contract, the SUPPLIER shall return to the PURCHASER all information that it obtained from the PURCHASER or created in the context of the contract, including the work results along with all copies, or shall irretrievably delete and/or destroy the same at the PURCHASER's request. Complete return / deletion / destruction must be confirmed to the PURCHASER in writing on request. All documents handed over, in particular drawings, tools and models that the PURCHASER has made available to the SUPPLIER or for the manufacture of which it has made a cost contribution, shall be handed over in full to the PURCHASER, subject to deviating written agreements, at any time on request, but no later than termination of the contract.
4. For the duration of the contractual relationship and after termination of the same, the SUPPLIER shall maintain confidentiality with respect the contractual know-how and all business transactions relating to this contract and shall store the same in a manner that is secured against access or inspection by third parties.
5. This confidentiality obligation shall not apply to information that is general public knowledge due to press publications, public administrative proceedings or similar reporting, or if disclosure is required under the contract, or if the SUPPLIER is obligated to disclose such information by law or legislation. The same shall apply in case of disclosure to individuals who are subject to a statutory duty to maintain confidentiality (e.g. lawyers). The burden of proving these prerequisites shall lie with the SUPPLIER.

6. For each individual breach of the confidentiality obligations, the PURCHASER shall be entitled to demand from the SUPPLIER payment of a penalty for breach of contract in the amount of CHF 10,000 (ten thousand Swiss francs). Payment of the penalty for breach of contract shall not exclude the assertion of claims for injunctive relief or additional damages on provision of corresponding proof.

XV. PLACE OF PERFORMANCE

1. The place of performance for the delivery is the goods receipt location determined by the PURCHASER in accordance with INCOTERMS 2020. If no such location exists, performance shall be owed at the PURCHASER's registered office.
2. The place of performance for payment is the PURCHASER's registered office.

XVI. DATA PROTECTION / INFORMATION SECURITY

1. The SUPPLIER undertakes to comply with all applicable provisions under data protection legislation. The SUPPLIER shall instruct all employees in accordance with the relevant provisions under data protection legislation and shall obligate them to comply with the relevant provisions. In the context of the respective contract, the PARTIES are entitled to collect, process, use and disclose the data belonging to the respective PARTY for all purposes related to contract performance. Consent also includes use for marketing purposes.

XVII. CHOICE OF LAW AND PLACE OF JURISDICTION, CONTRACT LANGUAGE

1. All contracts concluded by and between the PURCHASER and the SUPPLIER, including these General Terms and Conditions of Purchase and their interpretation, shall be subject to the substantive law of Switzerland, to the exclusion of the conflict-of-law rules and international agreements, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The exclusive place of jurisdiction for all disputes concerning rights and obligations arising from the contracts concluded by and between the PURCHASER and the SUPPLIER, including these General Terms and Conditions of Purchase and their validity, is Basel-Stadt (Switzerland). The PURCHASER may additionally appeal to the competent court at the SUPPLIER's registered office; mandatory places of jurisdiction remain reserved.
3. The contract language is German. Insofar as the PARTIES agree to use another language by mutual agreement, the German wording shall take precedence.

XVIII. FINAL PROVISIONS

1. Should individual provisions set out in these General Terms and Conditions of Purchase be or become legally invalid or unenforceable either in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provisions or to close the loophole, an appropriate provision that, as far as legally possible, most closely reflects what the PARTIES would have intended if they had considered this point when concluding the contract shall apply.
2. Claims due to the SUPPLIER may not be offset, assigned or pledged without the PURCHASER's prior written consent.
3. The PURCHASER may unilaterally modify these GTCPs at any time. The current version shall apply in each case.