



TERMS & CONDITIONS FOR SUPPLIERS

1. Scope

These Terms & Conditions (T&Cs) govern the finalisation, content and execution of (i) the delivery of goods (incl. assembly) in accordance with Art. 184 et seq. CO (Swiss Code of Obligations), (ii) the creation of works in accordance with Art. 363 et seq. CO and (iii) the rendering of services in accordance with public procurement law, Art. 394 et seq. CO for Livit Ltd. with its headquarters in Zurich (hereinafter referred to as 'LIVIT').

Any party that submits an offer to LIVIT (hereinafter referred to as the 'Contractor') accepts these T&Cs regardless of whether said offer results in a contract. LIVIT or the Contractor (hereinafter referred to as 'the Parties') may only agree on deviations from these terms in writing in an order and/or contract where such deviations are objectively justified.

2. Offer

An offer is created by the Contractor based on a request for offers by LIVIT. The Contractor must list VAT and transport costs separately in the offer. The offer (including any demonstrations) is made free of charge unless otherwise specified in the request for offers. The offer is binding for the period specified in the request for offers. If no specification was made, a period of 90 days from receipt of the offer shall apply.

3. Involvement of third parties

Where the Contractor commissions the services of a third party for the purposes of fulfilling the contract (e.g. suppliers, sub-contractors, etc.), the Contractor must subject such third parties to the obligations arising under Section 13 (Confidentiality) and 14 (Data protection and data security). This also applies for the involvement of third parties as part of the process for creating the offer in accordance with Section 2.

In any case, the Contractor shall remain responsible for the proper rendering of services by the commissioned third party in line with the contract.

4. Execution, delivery and use of employees for services

As a specialist, the Contractor shall be obligated to fulfil the contract carefully, professionally and precisely. They shall guarantee that all rendered services are in line with the conditions and specifications set out in the contract and any statutory regulations. Depending on the assignment, SIA Norm 118 with rules pertaining to the finalisation, content and execution of construction contracts shall apply.

The Contractor shall regularly inform LIVIT about the progress of works. The Contractor shall indicate without delay in writing any circumstances that may compromise or jeopardise fulfilment on time for deliveries and/or the performance of works and services.

The Contractor shall only assign carefully selected and well trained employees that possess the necessary specialist knowledge and work permits. Upon request by LIVIT, the Contractor shall replace any internally appointed employees that do not possess the necessary specialist knowledge or who may otherwise compromise or jeopardise fulfilment of the contract. The Contractor shall only replace the appointed employees with written consent by LIVIT.

The Contractor is responsible for registering themselves and their employees for any relevant social security systems.

Self-employed persons must also provide proof that they are affiliated with a social security office upon submission of the offer.



5. Place of fulfilment and assumption of risk

LIVIT shall indicate the place of fulfilment. Use and risk shall be transferred to LIVIT at the place of fulfilment.

6. Material delivery, templates and supplies

Material delivery: Where LIVIT delivers the material required to fulfil the contract to the Contractor (e.g. repair tools or garden utensils), this shall remain the property of LIVIT. This equipment must be marked and separated as such. The Contractor shall inspect the material upon receipt. Any identified damage must be reported to LIVIT in writing prior to use of the material.

Templates and supplies: Where LIVIT provides the Contractor with templates or supplies for creating the offer or fulfilling the contract, these must only be used for this purpose. They shall remain the property of LIVIT and must be marked as such, carefully stored and, upon request, returned by the Contractor.

7. Import regulations

The Contractor shall ensure compliance with any applicable export restrictions and import regulations of the place of origin/delivery set out in the order. The Contractor shall inform LIVIT in writing of any export restrictions applicable for the country of origin.

8. Transfer and assembly

The transfer of goods is completed upon signature of the delivery note at the designated place of fulfilment in accordance with Section 5. Where assembly of the goods is also part of the contract, LIVIT shall provide the Contractor with access to the premises at the place of fulfilment necessary for this purpose.

The Contractor shall comply with LIVIT's operational regulations, in particular any safety regulations and site rules. LIVIT shall inspect the purchase item and/or rendered service immediately but in any case no later than within 10 days of delivery and/or fulfilment.

9. Compensation

The Contractor shall render the services at the prices stated in the order and/or contract. This compensation shall cover all services required for proper fulfilment of the contract. Services covered by the compensation shall include, in particular, any packaging, transport and insurance costs, expenses, licence fees and all public taxes (e.g. VAT).

The Contractor shall invoice all services in line with the order and/or contract once rendered. VAT shall be listed separately in the invoice. Unless otherwise agreed, payment must be made within 30 days of receipt of the correctly submitted invoice.

The Contractor shall be obligated to provide LIVIT with a digital invoice in accordance with the specifications outlined by LIVIT.

10. Default

Where the Contractor fails to comply with the agreed deadlines, they shall automatically be deemed to be in default. In all other cases, a prior written reminder by LIVIT is required.

11. Liability



The Contractor shall be liable for any damages caused by intent, carelessness or gross negligence where they are unable to prove that they are not at fault. Liability for loss of profits shall be excluded.

The Contractor shall be liable for the conduct of their agents and commissioned third parties (e.g. suppliers, subcontractors, etc.) to the same extent as their own personnel.

12. Warranty

As a specialist and with knowledge of the intended purpose of the performance, the Contractor shall guarantee that the goods and services possess the assured features and properties, comply with any applicable statutory regulations and do not have any physical or legal defects that negatively impact their value or their suitability for the required use.

Where a warranty claim arises (existence of a defect), LIVIT may, at its own discretion and without prejudice to any other claims, choose

- to make a deduction from the compensation corresponding to the reduced value;
- withdraw from the contract;
- request goods free from defects; or
- request remedy of the defect.

The warranty is valid for 24 months from the completion of performance by the Contractor. LIVIT shall report any identified defects in writing within a reasonable timeframe; hidden defects must be reported by LIVIT immediately upon their discovery.

Where defects require remedy or parts must be replaced during the warranty period, the warranty period for the affected components shall restart from the time of remedy or replacement.

13. Confidentiality

The Parties shall treat as confidential all data and information that is not common knowledge or generally accessible and which, due to its nature, requires confidentiality in good faith and trust. In case of doubt, data and information must be treated as confidential.

The Contractor must not advertise using data that they obtain or have obtained as part of collaboration with LIVIT and cannot name LIVIT as a reference without the written consent of LIVIT.

14. Data protection and data security

The Parties shall be obligated to comply with the provisions of Swiss data protection law and effectively protect any data arising as part of fulfilment of the contract from unauthorised access by third parties. The EU General Data Protection Regulation (GDPR) shall also apply as a guideline for the Parties with regard to the processing of personal data, data subject rights, objection rights and revocation rights.

15. Assignment and pledging

The Contractor may not assign nor pledge claims to LIVIT without its written consent.

16. Changes

Changes and amendments to these T&Cs may be made by LIVIT at any time. The latest version of the T&Cs shall apply.

17. Applicable law and legal venue

The contractual relationship is subject to Swiss law exclusively. The sole legal venue is Zurich.

Livit

Zurich, 1 September 2022