General Terms and Conditions of Purchase (GTCP)

1. General

1.1 These GPC are a binding component of all purchase contracts between workfashion.com ag and the supplier. workfashion.com ag is authorised to amend or supplement the GPC at any time. Individual agreements between workfashion.com ag and the vendor shall take precedence over these GPC insofar as they deviate from them.

1.2 The GPC of workfashion.com ag shall apply exclusively. The supplier's general terms and conditions of business or sale shall not become part of the contract, even if known, unless workfashion.com ag expressly agrees to their validity in writing. 2. Angebot und Vertragsschluss

2 Offer and conclusion of contract

2.1 The supplier's offer (including demonstration, delivery of associated documents, samples and models) is made free of charge, even if workfashion.com ag as the buyer rejects the offer.

2.2 If the offer differs from workfashion.com ag's request for quotation, the supplier shall expressly point this out.

2.3 The vendor shall expressly point out if third-party property rights restrict the use of his deliveries and services by workfashion.com ag.

2.4 If the supplier fails to set a time limit on its offer, it shall remain bound for 2 months from the date of the offer.

2.5 The contract shall be concluded by written order from workfashion.com ag. The written form shall also be deemed to have been satisfied by remote data transmission, in particular by fax or e-mail.

3. Terms of payment

3.1 The remuneration covers all services necessary for the proper fulfilment of the contract. In particular, the remuneration covers packaging, transport and insurance costs, expenses, licence fees and all public charges (e.g. VAT, customs duties).

3.2 In the event of defective services, workfashion.com ag shall be entitled to withhold payment on a pro rata basis until proper fulfilment.

4. Execution and delivery conditions

4.1 The supplier shall immediately notify workfashion.com ag in writing of any circumstances that jeopardise the contractual fulfilment and shall inform workfashion.com ag of any further developments that make a change in the scope or nature of the services appear necessary for technical, economic or other reasons.

4.2 The place of fulfilment shall be the destination specified by workfashion.com ag in the order. Benefit and risk shall pass to workfashion.com ag at the place of fulfilment.

4.3 Delivery dates and deadlines specified in the order are binding. The receipt of goods at the place of fulfilment shall be decisive for compliance with the delivery date.

4.4 If the supplier fails to meet the agreed delivery date, he shall be in default without further ado. workfashion.com ag shall be entitled to the default rights under the Swiss Code of Obligations.

4.5 If the vendor realises that the agreed deadlines cannot be met, he shall notify workfashion.com ag immediately in writing, stating the reasons and duration of the delay, and shall take all necessary countermeasures at his own expense to prevent a delay and any damage caused by the delay.

5. Warranty

5.1 The supplier warrants that its deliveries and services have the agreed properties, as well as those properties that workfashion.com ag may assume in good faith even without a special agreement.

5.2 The inspection and complaint obligations of Art. 201 OR for deliveries and services are waived. In the event of a defect, workfashion.com ag shall be entitled to the statutory warranty rights.

6. Industrial property rights

6.1 Documents and know-how that workfashion.com ag has made available to the supplier for the preparation of the offer or in the context of the fulfilment of the contract may not be used for any other purpose. The documents shall remain the property of workfashion.com ag and must be returned by the vendor upon first request. The provider shall impose the corresponding obligation on third parties commissioned by it (e.g. subcontractors). workfashion.com ag reserves the right to take action against unauthorised use (e.g. duplication, distribution) of the documents and other violations of the rights to which it is entitled.

6.2 The supplier warrants that the delivered goods do not infringe any patents or other industrial property rights and shall fully indemnify workfashion.com ag against all third-party claims based on alleged or actual infringements of industrial property rights of any kind.

7. prohibition of assignment and pledging

7.1 The claims to which the supplier is entitled from the order may not be assigned or pledged without the prior written consent of workfashion.com ag.

8 Confidentiality and data protection

8.1 The parties shall treat as confidential all information and data arising from the contractual relationship that is neither in the public domain nor generally accessible, even if it is not labelled as confidential. In case of doubt, all information shall be treated as confidential. Statutory duties of disclosure remain reserved.

8.2 The duty of confidentiality shall exist prior to the conclusion of the contract and shall continue to apply after the termination of the contractual relationship. 8.3 Any collection, processing and utilisation of data serves exclusively to provide our services. Our further privacy policy can be found on our website. If the provider uses or processes data provided by workfashion.com ag, it shall comply with the provisions of the applicable data protection laws.

9 Applicable law / place of jurisdiction.

9.1 The contract shall be governed exclusively by Swiss law. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention) is expressly excluded.

9.2 The place of jurisdiction for all disputes arising between the parties shall be the competent ordinary court at the current registered office of workfashion.com ag.

Hagendorn, 1st of June 2024

contact@workfashion.com
+41 41 784 84 84
workfashion.com