impag

General terms and conditions of purchase of IMPAG AG

Version from 13.11.2026

1. Scope

1.1 The following General Terms and Conditions of Purchase apply exclusively to the entire current and future legal relationship between IMPAG AG (hereinafter referred to as "IMPAG") and the Supplier concerning the procurement of movable goods ("Delivery Items").

1.2 By accepting an order, and at the latest upon delivery of the ordered Delivery Items, the Supplier acknowledges that these General Terms and Conditions of Purchase alone apply.

1.3 If the Supplier uses conflicting, deviating or supplementary terms and conditions, these shall not apply vis-à-vis IMPAG, even if IMPAG does not expressly object to them.

1.4 Individual written agreements (in particular distribution agreements and quality assurance agreements) take precedence over these General Terms and Conditions of Purchase insofar as they deviate from them. Otherwise, these Terms and Conditions of Purchase apply on a supplementary basis.

2. Conclusion of Contract

2.1 Orders placed by IMPAG are binding only if they are made in writing (including by e-mail or via IMPAG's ordering system) by an authorised person. Oral or telephone orders, supplements, amendments and side agreements thereto are not binding and are effective only if IMPAG confirms them in writing.

2.2 Orders placed by IMPAG constitute offers to purchase and must be accepted by the Supplier in writing by order confirmation within 5 working days of receipt of the order. After expiry of this period, IMPAG is no longer bound by the offer to purchase. An order confirmation received later or deviating in content from the order shall be deemed a new offer. It is effective only if IMPAG accepts it in writing. Silence on the part of IMPAG shall in no case be deemed consent to an order confirmation deviating in content.

3. Shipment, Packaging, Passing of Risk

3.1 Clauses 3.2 to 3.5 below apply only insofar as the parties have not validly agreed the INCOTERMS in force at the relevant time or these do not contain a corresponding and valid provision.

3.2 The Delivery Items shall be shipped to the address specified by IMPAG in the relevant order ("Delivery Address").

3.3 Until the Delivery Items arrive at the Delivery Address, the Supplier bears the risk of their accidental loss or deterioration. The Delivery Address is the place of performance.

3.4 IMPAG may determine the type of packaging and shipment. If IMPAG does not do so, the Supplier shall choose a type of packaging and shipment that is suitable and cost-effective for the respective goods. In the event of culpable non-compliance with this obligation, all resulting costs, such as compensation for damaged goods, additional freight, disposal and the like, shall be borne by the Supplier.

3.5 On the day of dispatch of the consignment, IMPAG shall be sent a shipping notification stating the order number, quantity and exact description of the goods.

4. Delivery Periods and Dates

4.1 The delivery periods and dates stated in the relevant order are binding and must be complied with by the Supplier.

4.2 Agreed delivery dates are met when the Delivery Items, together with the documents, have arrived at the Delivery Address (cf. clause 3.2) at the scheduled time. The Delivery Items shall in each case be delivered with the associated written documentation (e.g. material certificates, works certificates, certificates of analysis, weight lists, insurance policies, bills of lading, etc.).

4.3 If agreed delivery periods are exceeded, IMPAG may withdraw from the contract by written declaration after expiry of a reasonable additional period that has been set. In all other respects, the Supplier must compensate, in accordance with the statutory rules, the damage caused by delay and, in the event of withdrawal, the damage for non-performance.

4.4 Without prejudice to IMPAG's rights, the Supplier shall inform IMPAG without delay and in writing, stating the reason and the expected duration, of all circumstances that could impair timely delivery as soon as such circumstances become apparent.

4.5 Events of force majeure (in particular war, natural disasters, strikes, measures by authorities and other unforeseeable, unavoidable, serious events beyond the sphere of influence of the party concerned) release the party concerned from its performance obligations for the duration of the disruption and to the extent of its effect, with the exception of the obligation to pay for Delivery Items delivered. The party concerned shall inform the other party in writing without delay. If the disruption lasts longer than three months, either party may withdraw with respect to the part not yet performed. Claims for damages on account of late or non-performance are excluded to the extent permitted by law.

5. Partial, Excess, Short and Early Deliveries

5.1 IMPAG is not obliged to take delivery of partial deliveries that have not been agreed. IMPAG is entitled to use partial deliveries without thereby acknowledging that the delivery conforms to the contract. If partial deliveries have been agreed, IMPAG may determine their sequence. For each individual consignment, the Supplier must transmit on the day of shipment a delivery notification stating the order date, the order number and the quantity. Partial and residual deliveries shall be separately marked as such.

5.2 The values established during the incoming goods inspection by IMPAG or by the end customer are decisive for the condition, type, quantity and weight of a delivery, unless the Supplier proves that the incoming inspection was improper.

5.3 IMPAG is entitled to reject excess and short deliveries outside the tolerances customary in the trade.

5.4 IMPAG is not obliged to take delivery of an early delivery. In any case, however, the Supplier bears the storage costs and the risk until the due date.

6. Terms of Payment

6.1 The Supplier shall, as a rule, issue its invoices in Swiss francs or in the currency specified in the order. This specification is binding on the Supplier. Insofar as the parties have not validly agreed the INCOTERMS in force at the relevant time or these do not contain a corresponding and valid provision, the price for the delivery shown in the relevant order (order confirmation) is a fixed price and applies to delivery free to the Delivery Address. It includes packaging, freight, customs duties, insurance and the like. Value added tax is payable in addition and must be shown separately as a percentage and an amount in the order confirmation and on the invoice.

6.2 Invoiced amounts shall be paid within 30 days net, unless otherwise agreed. This period begins on the day the invoice is received by IMPAG, but not before delivery of the Delivery Items and receipt of the documents pursuant to clause 4.2.

6.3 In the event of a defective delivery, IMPAG is entitled to withhold payment until proper performance or another agreement between the parties.

6.4 IMPAG may set off all its claims against the Supplier against claims of the Supplier against IMPAG.

6.5 The Supplier may set off only claims against IMPAG that IMPAG has acknowledged in writing or that have been established by final and binding decision.

6.6 The Supplier may exercise its right of retention vis-à-vis IMPAG only if the counterclaim on which it is based arises from the same contract and is undisputed or established by final and binding decision.

7. Retention of Title

7.1 Ownership of the Delivery Items delivered passes to IMPAG upon delivery.

7.2 Any retention of title by the Supplier, in particular a simple, extended or expanded retention of title, is excluded.

8. Product Conformity, Chemicals Law and Documentation

8.1 The Supplier warrants that the Delivery Items comply with the chemicals law provisions applicable in the country of delivery and in the country of destination, in particular the Chemicals Act (ChemA), the Chemicals Ordinance (ChemO), the Chemical Risk Reduction Ordinance (ORRChem) and, where applicable, Regulation (EC) No 1907/2006 (REACH) and Regulation (EC) No 1272/2008 (CLP). The Supplier shall fulfil, at its own expense, registration, authorisation and notification obligations falling within its area of responsibility. Insofar as the Delivery Items are intended for food, feed, medicinal products or cosmetics, they shall in addition comply with the applicable food, feed, therapeutic products and cosmetics law (including the provisions on allergens, contaminants and residues), the agreed specification and the relevant quality standards (e.g. GMP, GDP, HACCP).

8.2 The Supplier shall provide IMPAG, unsolicited, at the latest with the first delivery and after every change, with current safety data sheets in the languages requested by IMPAG. The Delivery Items shall be labelled in accordance with the applicable regulations and, where necessary, packaged and declared correctly under dangerous goods law.

8.3 Certificates of analysis (Certificate of Analysis) shall be enclosed with each delivery insofar as agreed or customary in the industry. The Supplier shall ensure the traceability of the Delivery Items by means of batch or lot numbers.

8.4 The Supplier must notify IMPAG in advance, in writing and with reasonable lead time, of changes to the composition, manufacturing process, place of manufacture, raw material sources or specification of the Delivery Items; such changes also require IMPAG's consent.

8.5 If IMPAG is obliged to carry out a recall or warning campaign due to a defect in the Delivery Items, or if such a campaign is required according to duly exercised discretion, the Supplier shall bear the resulting costs (including recall, transport, analysis, sorting and disposal costs as well as the claims of IMPAG's customers), unless it proves that the cause lies outside its area of responsibility.

8.6 IMPAG is entitled, after prior notice and during normal business hours, to carry out quality audits at the Supplier's premises or to have them carried out by appointed third parties.

8.7 Unless otherwise agreed, at least two thirds of the total shelf life must remain upon delivery.

9. Notice of Defects upon Delivery

9.1 The duty to inspect and give notice of defects pursuant to Art. 201 CO is excluded.

9.2 IMPAG is therefore entitled to give notice of defects throughout the entire warranty period pursuant to clause 10.3 (limitation period).

10. IMPAG's Rights in respect of Defects

10.1 The quality of Delivery Items and the Supplier's warranty are governed by Art. 192 et seq. CO for defects of title and by Art. 197 et seq. CO for material defects. The Supplier thus warrants that it has lawful and unencumbered title to the items to be delivered and that the items to be delivered have the assured or agreed characteristics and have no physical or legal defects that nullify or significantly reduce their value or their fitness for the intended use. In particular, the Supplier warrants that the Delivery Items comply with the latest state of science and technology and with all applicable statutory provisions, in particular safety regulations, including the applicable EU regulations and the national implementations of EU directives.

10.2 In the event of a breach by the Supplier of its obligations under clause 10.1, IMPAG's rights, in particular to rescission of the sale, price reduction and damages, are governed by the statutory provisions.

10.3 The Supplier warrants that the Delivery Items will be free from defects for 24 months from delivery, but in any event until six (6) months after expiry of any stated expiry date. For Delivery Items that have been repaired or delivered as replacements, the period begins anew upon their delivery.

10.4 In addition to the statutory provisions (cf. clauses 10.1 - 10.3), IMPAG is entitled, at the Supplier's expense (including transport, analysis, sorting, storage and disposal costs), to demand within a reasonable additional period the repair of the defective items or their replacement delivery (subsequent performance); and to remedy defects in Delivery Items itself or to exchange them for a replacement obtained elsewhere if there is particular urgency (e.g. imminent danger), subsequent performance has failed or is otherwise unreasonable for IMPAG, or the Supplier itself does not comply with IMPAG's request for subsequent performance within a reasonable period (right to self-remedy).

10.5 Acceptance of the delivery and payment shall not be deemed acknowledgement of proper delivery.

11. Product Liability

11.1 Insofar as the Supplier is responsible for product damage, it must compensate IMPAG for all damage incurred or, as the case may be, indemnify IMPAG on first demand against claims for damages by third parties, insofar as it created the cause within its sphere of control and organisation. It is irrelevant whether the Supplier itself is liable in the external relationship.

11.2 The Supplier must insure itself against the product liability risks for the Delivery Items supplied by it in an appropriate amount, at least CHF 5 million per loss event, and provide IMPAG with written proof of the insurance cover upon request.

12. Third-Party Intellectual Property Rights

12.1 The Supplier warrants that the delivery and the contractual use or resale of the Delivery Items do not infringe any third-party intellectual property rights.

12.2 If claims are asserted against IMPAG or its customers by third parties on account of such an infringement, the Supplier shall indemnify IMPAG AGainst these claims on first written demand and reimburse all associated costs, including reasonable legal costs.

13. Export Control, Sanctions, Origin and Customs

13.1 The Supplier undertakes to comply with all applicable provisions of foreign trade, export control, customs and sanctions law. It shall inform IMPAG, unsolicited and in writing, whether the Delivery Items are subject to licensing requirements or restrictions and shall state the corresponding export control numbers and customs tariff numbers.

13.2 The Supplier shall state the non-preferential and preferential origin of the Delivery Items and shall provide the necessary proofs of origin and supplier's declarations correctly and free of charge.

13.3 The Supplier assures that neither it nor the Delivery Items are subject to sanctions prohibiting IMPAG from purchasing, possessing or reselling them.

13.4 The Supplier shall compensate IMPAG for all damage and costs, including subsequent customs claims and fines, arising from a breach of these obligations. In this case, IMPAG is also entitled to withdraw from the contract.

14. Standards of Conduct and Due Diligence in the Supply Chain

14.1 The Supplier undertakes to comply with the applicable laws and internationally recognised standards on human rights, working conditions (including occupational safety and health protection, minimum wages, working hours, freedom of association and non-discrimination), environmental protection, fair competition and the fight against corruption. In particular, it shall not tolerate child labour or forced labour and shall refrain from any form of bribery. It shall observe IMPAG's Code of Conduct as amended from time to time.

14.2 Upon request, the Supplier shall provide IMPAG with the information and evidence that IMPAG requires to fulfil its own statutory due diligence and reporting obligations, in particular under Art. 964j et seq. CO, and shall oblige its own upstream suppliers in an appropriate manner to comply with these standards.

14.3 The Supplier shall inform IMPAG without delay of breaches of clause 14. In the event of a serious breach, IMPAG may withdraw from the contract. Further claims remain reserved.

15. Data Protection

15.1 The parties undertake to comply with the applicable provisions of data protection law, in particular the Swiss Federal Act on Data Protection, and to take appropriate technical and organisational measures for adequate data security.

15.2 The controller responsible for the processing of personal data by IMPAG in connection with these General Terms and Conditions of Purchase is IMPAG AG, Räffelstrasse 12, 8045 Zürich, Switzerland (contact: info@impag.ch).

15.3 IMPAG processes personal data of the Supplier and its contact persons, in particular names, functions and contact details, for the initiation, conclusion and performance of contracts, for supplier evaluation and maintaining the business relationship, and for compliance with legal obligations.

15.4 For the purposes set out in clause 15.3, personal data may be disclosed to companies of the IMPAG Group and to service providers, in particular logistics and IT service providers, including abroad. Disclosure to countries without adequate data protection takes place only in compliance with Art. 16 and 17 of the Federal Act on Data Protection, in particular on the basis of appropriate safeguards such as standard data protection clauses.

15.5 Information on the processing of personal data by IMPAG can be found in IMPAG's privacy policy at www.impag.com/dataprotection. Data subjects may exercise their rights under the Data Protection Act, in particular the right of access, via the contact address stated in clause 15.2.

16. Governing Law and Place of Jurisdiction

16.1 Swiss substantive law applies, to the exclusion of the conflict-of-law rules of private international law. The UN Sales Convention (CISG) is excluded.

16.2 The exclusive place of jurisdiction for actions brought by the Supplier is Zürich. IMPAG may also sue the Supplier at the Supplier's registered office or before any other competent court.

17. Final Provisions

17.1 Passing on the order to third parties, including the assignment of the rights and claims arising therefrom, requires IMPAG's prior written consent. In the event of non-compliance with this provision, IMPAG may withdraw from the contract by written declaration and/or claim damages.

17.2 Amendments and supplements to the contract and/or these Terms and Conditions of Purchase as well as side agreements require written form. This also applies to any amendment of this written form requirement. If a provision of the contract and/or these Terms and Conditions of Purchase is wholly or partly invalid, the validity of the remaining provisions shall remain unaffected. In this case, the parties undertake to replace the invalid provision with the valid provision that comes closest to the economic purpose of the invalid provision.

17.3 Where these Terms and Conditions require written form, a notification by e-mail is sufficient. Declarations by IMPAG (in particular orders, withdrawal, notice of defects, reminders and the setting of additional periods) are binding only if made by an authorised person.

17.4 IMPAG shall be liable to the Supplier only in the event of intent or gross negligence. Liability for indirect damage and loss of profit is excluded to the extent permitted by law.

17.5 The Supplier shall treat orders, prices, quantities and information on IMPAG's customers as confidential and use them only for the performance of the contract. Individual agreements (in particular NDA and Customer Protection Agreement) take precedence.