

General Terms and Conditions of Purchase 2018 (GTC)

1. General

- 1.1 These GTC constitute a binding integral part of all purchase agreements concluded by and between workfashion.com ag and the supplier. workfashion.com ag is entitled to amend or supplement the GTC at any time. Individual arrangements between workfashion.com ag and the supplier shall have precedence over these GTC, insofar as they deviate from these.
- 1.2 Solely the GTC of workfashion.com ag are applicable. General terms and conditions of business or sale of the supplier shall not become an integral part of the agreement, even if they are known, unless workfashion.com ag expressly agrees to their applicability in writing.

2. Offer and signing of the contract

- 2.1 The offer of the supplier (including demonstration, delivery of associated documents, samples and models) shall be made without pecuniary consideration, even if workfashion.com ag rejects the offer in its capacity as a buyer.
- 2.2 If the offer deviates from the invitation to bid issued by workfashion.com ag, then the supplier must expressly draw attention to this.
- 2.3 The supplier shall expressly report if third-party proprietary rights restrict the utilisation of his goods and services by workfashion.com ag.
- 2.4 If the supplier fails to specify a time limit for his offer, then he shall remain bound by this for a period of 2 months from the date of the offer onwards.
- 2.5 The contractual conclusion shall be established by the written order of workfashion.com ag. The written form requirement shall also be met by data transmission, in particular fax or e-mail.

3. Terms and conditions of payment

- 3.1 The remuneration shall cover all performances that are necessary for the proper contractual fulfilment. In particular, the remuneration shall cover the packaging, transportation and insurance costs, expenses and licence fees, as well as all public levies (e.g. value added tax, customs duties).
- 3.2 In the event of defective performances, workfashion.com ag shall be entitled to retain the payment proportionately up until proper fulfilment.

4. Execution and terms and conditions of delivery

- 4.1 The supplier shall immediately report to workfashion.com ag in writing all circumstances that jeopardise the contractual fulfilment, and shall inform workfashion.com ag about any further developments that for technical, economic or other reasons mean that a change to the scope or nature of the performances appears to be required.
- 4.2 The place of performance is the place of destination specified by workfashion.com ag in the order. Benefit and risk shall be transferred to workfashion.com ag at the place of performance.
- 4.3 The delivery deadlines and delivery periods stipulated in the order are binding. The key determinant for adherence to the delivery deadline is the receipt of the goods at the place of performance.
- 4.4 If the supplier fails to adhere to the agreed delivery deadline, he shall automatically be in default. workfashion.com ag shall be entitled to exercise the default rights pursuant to the Swiss Code of Obligations (“OR”).
- 4.5 If it becomes apparent to the supplier that the agreed deadlines cannot be adhered to, then he must report this to workfashion.com ag immediately in writing, specifying the grounds for and the duration of the delay, and must at his own expense take all countermeasures necessary to prevent a default as well as any possible default damages.

5. Warranty

- 5.1 The supplier warrants that his goods and services exhibit the agreed characteristics as well as those characteristics that workfashion.com ag is entitled to expect in good faith without a special agreement.

5.2 The duty to conduct checks and to report defects in goods and services pursuant to Art. 201 of the Swiss Code of Obligations ("OR") shall be explicitly waived. If a defect exists, then workfashion.com ag shall be entitled to exercise the statutory warranty rights.

6. Proprietary rights

6.1 Documents and know-how that workfashion.com ag has made available to the supplier for the purpose of drawing up the offer or within the context of the contractual fulfilment may not be used for any other purpose. The documents remain the property of workfashion.com ag and must be returned by the supplier upon first request. The supplier must impose the corresponding obligation upon third parties commissioned by him (e.g. subcontractors). workfashion.com ag reserves the right to take legal action against unauthorised exploitation (e.g. reproduction, distribution) of the documents and other breaches of the rights to which it is entitled.

6.2 The supplier warrants that the delivered goods do not breach any patents or other proprietary rights and shall indemnify workfashion.com ag comprehensively against all third-party claims brought on the grounds of claimed or actual breaches of proprietary rights of any kind.

7. Prohibition of assignment and pledging

The claims to which the supplier is entitled arising out of the order may neither be assigned nor 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 out of the contractual relationship that is neither evident nor in the public domain, even if this has not been marked as confidential. In case of doubt, all information must be treated as confidential. Statutory disclosure obligations remain reserved.

8.2 The confidentiality obligation shall exist even before the contract has been signed and shall remain in force after the contractual relationship has ended.

8.3 We collect, process and use data only in the context of our business operations. Our more detailed data protection statement ("Datenschutzerklärung") can be found on our webpage. If the supplier uses or processes data received from workfashion.com ag, the supplier will comply with the relevant data protection rules.

9. Applicable law / place of jurisdiction

- 9.1 The agreement is governed exclusively by Swiss law. Use 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 that may arise between the Parties shall be the ordinary court with jurisdiction at the company domicile of workfashion.com ag at the time of the filing of the lawsuit.

Hagendorn, 1 June 2018