

General Terms and Conditions of Purchase (GTCP)

Version December 2019

Please note: Only the original in German of these General Terms and Conditions of Purchase of Digitec Galaxus AG are legally binding. The English translation is provided for information purposes only and has no legal force. By accepting these General Terms and Conditions of Purchase, you automatically accept the German original.

1. Validity of the general conditions of purchase

1.1. Acceptance: By signing the present General Terms and Conditions of Purchase (GTCP), by concluding or signing the individual agreement (Configuration Agreement (CFA), Condition Agreement (CDA), Initial Exchange Settings (IES)) and/or by accepting or executing an order of Digitec Galaxus AG, the supplier expressly declares his agreement with these GTCP.

1.2. Future agreements: The supplier's obligation to GTCP shall also apply to all future agreements and deliveries. The supplier shall be notified of changes to the GTCP and shall be deemed to have accepted them after seven calendar days from delivery, unless a written objection is made within this period.

1.3. Deviating individual agreements: Deviating provisions to these GTCP in individual agreements are reserved, if agreed in writing.

1.4. Written form/written: In these GTCP "written form" or "written" means a document which is signed by handwritten signature or electronic signature. The same applies to correspondence that allows proof by text (e.g. e-mail).

1.5. Interface: In this GTCP "interface" means the interface provided by Digitec Galaxus AG and used by the supplier (Customer Management Interface (CMI), Electronic Data Interchange (EDI), etc.).

1.6. Deviating provisions: General terms and conditions or similar documents of the supplier as well as industry standards which replace, amend or supplement these GTCP shall have no legal effect, even if reference is made to them in any confirmation or in business correspondence.

1.7. Validity of the GTCP: These GTCP apply to the entire contractual relationship between the supplier and Digitec Galaxus AG.

2. Communication and access to the interface

2.1. Principle: Orders are transmitted to the suppliers via an interface. In addition, requests for delivery dates and cancellations as well as information on short deliveries and excess deliveries are also processed via this interface.

2.2. Access and security: The supplier is obliged to take appropriate measures to protect the access data and devices against unauthorised access to the interface.

2.3. Data processing: Digitec Galaxus AG is entitled to store and process all data in connection with the use of the interface by the supplier or the user.

2.4. Commitment: The supplier acknowledges that all declarations of his users that are transmitted to Digitec Galaxus AG via the interface (signatures, approvals, rejections, contradictions, comments, etc.) are attributed to him and expressly declares them to be binding for him.

2.5. Confidentiality: The supplier is obliged to treat all contents of the interface as strictly confidential and to use them exclusively within the scope of his business relationship with Digitec Galaxus AG. The Supplier is responsible for ensuring that its users are aware of and comply with the usage restrictions and confidentiality obligations.

3. Quality of the goods

3.1. Agreed quality/product data: The supplier is obliged to manufacture, pack and/or deliver the products in accordance with the agreed specifications, quality standards, sustainability requirements and certifications. The supplier is obliged to provide pictures, videos, accessory links etc. in best quality, entirely and according to the current product data documentation of Digitec Galaxus AG. All information in the online shop must correspond to the facts and must not be illegal. The supplier is obliged to keep product data for products with legal and/or legal requirements always up-to-date and compliant.

3.2. Changes to the product / packaging: Any changes to agreed and/or communicated product / packaging properties must be communicated to Digitec Galaxus AG in advance.

3.3. Legal conformity / state of knowledge and technology: The supplier is responsible for ensuring that the goods and their packaging (including product information) comply with the statutory provisions, in particular safety regulations, and that no applicable legal norms are violated. In addition, all products and packaging (including product information) must correspond to the current state of knowledge and technology.

3.4. Documentation: The supplier is obliged to supply all necessary and/or agreed documents such as customs documents, delivery notes, declarations of conformity, certificates, safety data sheets, guarantees as well as any necessary and/or agreed approvals or permits for marketability with the goods. The Supplier warrants that all product-specific documents such as product information files, data sheets, technical documents etc. are available, properly stored and made available on first request and within 5 days of notification at the latest. The supplier undertakes to enter these documents into the interface if this is necessary due to Digitec Galaxus AG requirements for the declaration of the products, legal requirements and/or official orders.

3.5. Customs clearance: The supplier warrants that the goods delivered by him have been lawfully imported, customs cleared, taxed and all fees, e.g. recycling, copyrights, etc. have been paid.

3.6. Social Standard: The Supplier shall ensure that its articles have been manufactured in accordance with local legislation and ILO labour standards. Upon request by Digitec Galaxus AG, the supplier shall disclose the supply chain and social audits can be carried out according to the amfori-BSCI standard (or equivalent).

3.7. Environmental standard: The supplier shall ensure that its articles have been manufactured in accordance with local legislation. Upon request by Digitec Galaxus AG, the supplier shall disclose the supply chain and environmental audits can be carried out according to the amfori-BEPI standard (or equivalent).

4. Material warranty

4.1. Liability for defects: The supplier is liable for all defects in the purchased item. Any deviation from the requirements set out in Clauses 3 and 8.2 as well as from the quality usually assumed shall be deemed a defect. The supplier undertakes to inform Digitec Galaxus AG proactively and at an early stage of any production errors or other defects.

4.2. Period for notification of defects / limitation of legal claims: Digitec Galaxus AG can notify all defects up to six months after expiry of the warranty period granted to the end customer (at least two years) or, in the case of food items, up to six months after expiry of the best-before date. The same period shall apply to the limitation of legal claims. Defects regarding documentation shall become statute-barred at the earliest ten years after delivery, those regarding customs clearance at the earliest six months after expiry of the statutory (administrative and criminal) limitation periods regarding customs debt. Digitec Galaxus AG is not bound to statutory or by the supplier set testing and/or reprimand or limitation periods. The supplier waives the defence that the goods are

deemed to have been approved if the notification is not made immediately after discovery. In the case of direct delivery to the customer by the supplier, all periods in accordance with this paragraph shall not commence until the goods have been received by the customer.

4.3. Right of choice: If a defect exists, Digitec Galaxus AG is entitled to demand either cancellation of the contract, reduction of the purchase price, removal of the defect or replacement delivery for the defective goods. Even if only individual parts of a delivery are defective, Digitec Galaxus AG can also demand cancellation or replacement of the entire delivery.

4.4. Return of defective goods at the expense of the supplier: If Digitec Galaxus AG decides to cancel the contract or to deliver a replacement, the goods will be returned or made available for collection at the expense and risk of the supplier, subject to a one-sided deadline set by Digitec Galaxus AG. Perishable goods can be destroyed at the supplier's expense.

4.5. Replacement procurement from third parties: If the replacement delivery by the supplier does not take place immediately or within the period specified by Digitec Galaxus AG, Digitec Galaxus AG is entitled to obtain the corresponding delivery from third parties at the supplier's expense without setting a further deadline.

4.6. Waiver of future deliveries: If defects occur in an individual delivery or in an individual goods call-off, Digitec Galaxus AG is entitled, in addition to conversion, reduction, elimination of defects or replacement delivery, to waive the outstanding deliveries of the same goods and/or to withdraw from the contract immediately without obligation to pay compensation.

4.7. Liability: The supplier is liable to Digitec Galaxus AG regardless of fault (subject to cases of force majeure, e.g. natural catastrophes, epidemics and other business disruptions through no fault of Digitec Galaxus AG's own, excluding strikes at the supplier's premises) for all damages (direct and indirect) and all costs (e.g. court, attorney and handling costs, compensation for litigation, transport and reversal costs) incurred by Digitec Galaxus AG or the contract partners as a result of breaches of contract. If Digitec Galaxus AG is used by authorities and/or third parties as a result of breaches of contract by the supplier, Sections 5.2 et seq. shall apply in particular.

4.8. Invoicing: If Digitec Galaxus AG suffers damage due to a defect, an invoice will be issued and sent to the supplier. It shall be deemed accepted unless objected to in writing within two weeks, stating the reasons.

5. Legal warranty

5.1. General: The supplier warrants that the goods and their packaging do not violate any rights of third parties, both in Switzerland and in other EU countries, in particular contractual rights, property rights and intellectual property rights (in particular trademark rights, design rights, copyright rights, patents, fair trading rights). The warranty obligations pursuant to Clause 5 shall apply irrespective of any fault on the part of the supplier.

5.2. Consequences of a legal dispute: If Digitec Galaxus AG determines that the goods and/or their packaging or a part thereof violates the rights of third parties or if Digitec Galaxus AG and/or its contractual partners are involved in a legal dispute with third parties, it may withdraw from the entire contract and/or return the goods already purchased against full compensation. The supplier is obliged to bear all costs (e.g. court costs, lawyer's fees, handling costs, transport costs, costs for the reversal of proceedings, process compensation) as well as all direct and indirect damages (e.g. compensation claims) incurred in this connection by Digitec Galaxus AG and/or its contractual partners.

5.3. Support / assumption of a legal dispute: If Digitec Galaxus AG and/or a contractual partner is involved in a legal dispute with third parties, the supplier will be informed and is obliged from this point in time to support Digitec Galaxus AG and/or its contractual partners unconditionally in the conduct of the legal dispute (e.g. supply of information, statements, samples) and to take the necessary defensive measures as quickly as possible at its own expense. At the request of Digitec Galaxus AG, the supplier is also obliged, at his own expense, to undertake any litigation and all negotiations for the judicial or extra-judicial settlement of the legal dispute. If the supplier does not fulfil his obligations, then Digitec Galaxus AG is entitled to acknowledge the right of the third party in good faith, to conclude a settlement or to submit to arbitration proceedings and to demand full compensation from the supplier for the costs incurred and the direct and indirect damages incurred (in particular costs of the legal dispute as well as compensation payments to third parties).

6. Delivery date and delay

6.1. Availability of goods: The supplier is obliged to update his goods and warehouse stocks via an interface at least once a day. The supplier must adhere to the current product data documentation of Digitec Galaxus AG.

6.2. Delivery date: The delivery date shall be the agreed date on which the goods are to arrive at the agreed place. In the case of direct delivery to the customer, the delivery date shall be the date on which the goods must reach the end customer at the latest. A delivery date shall be deemed to have been

agreed if a date or date specified by Digitec Galaxus AG via an interface is not contradicted by the supplier within one working day. If the supplier objects to the delivery date, he shall be obliged to enter a new delivery date into the interface no later than two weeks after the original delivery date. This shall be re-garded as the agreed delivery date.

6.3. Principle: If the delivery does not take place on the agreed delivery date, the supplier shall be in default upon expiry of this date. The supplier is obliged to inform the customer immediately via interface of any non-compliance with the delivery date. If the agreed delivery date cannot be met, Digitec Galaxus AG has the right to withdraw from the contract.

6.4. Consequences of the delay: If the supplier is in delay, Digitec Galaxus AG is entitled - except in the case of force majeure (e.g. natural catastrophes, epidemics and other business disruptions through no fault of its own, excl. strike at the supplier) - to insist on subsequent fulfilment and demand compensation for the damage incurred without setting a grace period. Alternatively, it may waive subsequent fulfilment and claim damages for non-fulfilment or obtain the corresponding delivery from a third party at the Supplier's expense or withdraw from the contract. Without express notification, fulfilment shall not be waived despite default. Goods arriving late can be returned to the supplier if they are not for sale, invoicing the agreed purchase price as well as the damage incurred.

7. Transport and transfer of ownership

7.1. Dispatch and transport: The supplier shall ensure that the goods are loaded and transported safely and properly to the place of fulfilment.

7.2. Transport packaging: The supplier must ensure that the transport packaging is adequate for the goods and the mode of dispatch and safe for transport.

7.3. Direct deliveries: All direct delivery requirements are contained in the separate Direct Delivery Guidelines FAQ (Frequently Asked Questions for Suppliers) and must be followed by direct delivery suppliers. Digitec Galaxus AG can check compliance with the requirements at any time. Digitec Galaxus AG reserves the right to exclude the supplier from direct delivery in case of non-compliance with the requirements.

7.4. Transport insurance: The supplier undertakes to take out adequate transport insurance. In the event of damage and/or loss, Digitec Galaxus AG will, at the request of Digitec Galaxus AG, immediately upon receipt of the relevant notification, trigger a replacement delivery by the supplier, or Digitec Galaxus AG has the option to withdraw from the purchase contract.

7.5. Returns: If the goods are returned directly to the supplier by the customer, the supplier is obliged to immediately report the return to Digitec Galaxus AG at post@digitecgalaxus.ch.

7.6. Transfer of ownership: The ownership of the delivered goods is transferred to Digitec Galaxus AG upon delivery at the place of fulfilment. In the case of direct delivery, ownership of the delivered goods shall pass to Digitec Galaxus AG upon delivery to the customer. If the customer pays in advance, ownership of the delivered goods shall pass to the customer upon delivery to the customer.

8. Place of fulfilment, place of payment, due date of purchase price claim & offsetting

8.1. Place of fulfilment: For deliveries, the place of acceptance specified in the agreement or order shall be the place of fulfilment.

8.2. Place of payment: The place of payment for both parties is always the registered office of Digitec Galaxus AG.

8.3. Due date: The purchase price claim becomes due - subject to any revocation, material or legal warranty claims asserted - after proper delivery to the place of fulfilment and after receipt of the invoice (the date of the later arrival is relevant) after a separately agreed payment period. The supplier is obliged to transmit the invoice in electronic form. Paper invoices will not be accepted and processed. Payment of the invoice does not constitute recognition of the absence of defects or completeness of the delivery. In the event of defective delivery, Digitec Galaxus AG is entitled to withhold payment until proper fulfilment.

8.4. Offsetting: The supplier may only offset counterclaims that have been acknowledged in writing or have been legally established. He has no retention or other retention rights whatsoever.

9. Transfer of perils

The risk is only transferred to Digitec Galaxus AG with the correct delivery of the contractual goods at the place of fulfilment or, in the case of direct delivery, to the end customer.

10. Product liability

10.1. Obligation to indemnify: If Digitec Galaxus AG or a contractual partner is held liable due to product liability, the supplier guarantees complete indemnification.

10.2. Product liability insurance: The supplier undertakes to maintain a product liability insurance with a sum insured of at least CHF 3 million per personal injury/property damage - lump sum - whereby the sum insured does not limit the liability of the supplier. The corresponding proof of insurance must be presented to Digitec Galaxus AG upon request.

11. Liability for auxiliary persons

Liability for damages: The supplier is liable for damages caused by his contractual partners and auxiliary persons, regardless of his own fault.

12. No exclusivity

No exclusivity: Digitec Galaxus AG does not demand exclusive supply from its suppliers. The supplier is free to supply other retailers at home and abroad.

13. Sales channels

Sales channels: Digitec Galaxus AG has the right to distribute the purchased products via any distribution channels.

14. Resale prices

Resale prices: Digitec Galaxus AG is completely free to determine the resale prices (incl. promotional prices).

15. Confidentiality / Reference data

15.1. Confidentiality: The supplier is obliged to treat all legal relationships between Digitec Galaxus AG and the supplier and all related commercial and technical details as business secrets and thus as confidential.

15.2. References: Information about the contractual relationships and/or other reference details are only permitted with the prior written consent of Digitec Galaxus AG.

15.3. Obligation to transfer: The supplier is obliged to conclude corresponding agreements with his own employees and vicarious agents (e.g. sub-suppliers, subcontractors, etc.) under this Clause or to impose such obligations on them. The supplier is liable for non-compliance with the obligations arising from this clause by employees or vicarious agents.

16. Data protection: Passing on of data, information and documents

16.1. Principle: Digitec Galaxus AG is entitled to pass on and use all data, information and documents within the entire Migros Group. The Migros Group includes: the Migros Cooperative Association, the Migros Cooperatives, the Migros branches and specialist markets, the retail companies belonging to Migros as well as the service and production companies of Migros.

16.2. Disclosure of data by Digitec Galaxus AG: Disclosure of data, information and documents outside the Migros Group takes place exclusively under strict contractual data protection conditions to external service providers in Switzerland or abroad, due to legal regulations or if disclosure is necessary to safeguard and enforce the legitimate interests of Digitec Galaxus AG.

16.3. Obligations of the supplier: The supplier is obliged to comply with the data protection regulations of Switzerland and the EU at all times. The supplier shall be obliged to ensure adequate protection of the data made available to him at all times. The supplier is obliged to use the data of the customers of Dig-itec Galaxus AG exclusively for the fulfilment of the contractual obligations of the supplier. In particular, the Supplier is prohibited from using the Customer's data for purposes other than those for which they were collected (e.g. for its own advertising purposes, for sale to third parties). The supplier is obliged to irrevocably delete all customer data after contract execution and at the latest after expiry of any guarantee. The Supplier shall ensure that all employees, auxiliary persons, order data processors and other third parties involved in the processing of the data comply with the obligations set out in this Clause and shall be liable for their conduct as for his own.

17. Compliance clause

17.1 Principle: In connection with the conclusion and fulfilment of this contractual relationship, the supplier undertakes to act in accordance with all applicable statutory and regulatory provisions and not to act or omit to act in any way that could damage the reputation of Digitec Galaxus AG or any company affiliated with the Migros Group.

17.2 Prohibition of corruption: In particular, the Supplier confirms that neither he himself nor its employees, bodies or representatives, whether directly or indirectly, offer, promise or procure to others undue monetary or other advantages in connection with the contractual obligations in order to induce them to inappropriately or incorrectly exercise their duties or position. The Supplier also confirms that neither he himself nor his employees, organs or representatives, whether directly or indirectly, in connection with the contractual obligations accept, demand or accept any promise of such undue monetary value or other advantages in return for an inappropriate or faulty fulfilment of their duties or position.

18. Assignment of rights and duties Prohibition of assignment: The assignment of rights and obligations of the supplier requires the prior written consent of Digitec Galaxus AG.

19. Severability clause

19.1. Partial invalidity: In the event of the invalidity of individual provisions in the GTCP or the individual agreement, the remaining provisions shall remain fully effective. Ineffective provisions shall be replaced by provisions that come as close as possible to the economic meaning and the intended economic purpose of the ineffective or invalid provision.

19.2. Gap: The same provision as in the case of partial invalidity shall also apply in the event of a gap.

20. Applicable Law & Place of Jurisdiction

20.1. Applicable law: All legal relations between the parties shall be governed exclusively by Swiss law, to the complete exclusion of the United Nations Vienna Convention on Contracts for the International Sale of Goods of 11.04.1980 and the conflict of laws rules of private international law.

20.2. Place of jurisdiction: The exclusive place of jurisdiction for all disputes is the registered office of Digitec Galaxus AG.