HUMBEL
Gear Technology

General Terms and Conditions of Purchase of Humbel Zahnräder AG

(Version 2026)

These General Terms and Conditions of Purchase govern the contractual relationship between the supplier and Humbel Zahnräder AG (hereinafter referred to as "HUMBEL").

Validity of the Terms and Conditions of Purchase

1.1 These General Terms and Conditions of Purchase shall apply if the parties expressly or implicitly recognise them. Deviations from these are only effective if HUMBEL confirms them in writing. The applicability of other terms and conditions sent by the supplier or contained in the supplier's documents is excluded without express written agreement.

1.2 Unless otherwise stipulated in these General Terms and Conditions of Purchase, the contractual relationship between the supplier and HUMBEL is subject to the provisions of the Swiss Code of Obligations.

Conclusion of contract

2.1 All offers in response to enquiries from HUMBEL must be made free of charge. The supplier must adhere to the requirements and specifications of HUMBEL and expressly point out any deviations. The offer is binding for 90 days, unless another deadline is set. The contract is concluded upon written acceptance of the offer by HUMBEL.

2.2 Framework orders, purchase orders and agreements, as well as any amendments thereto, must be made in writing.

2.3 Orders must be confirmed in writing within three working days by means of an order confirmation from the supplier.

2.4 The purchase order number must be quoted on all documents from the supplier (order confirmation, delivery note and invoice).

Prices and terms of payment

3.1 The prices stated in the order are fixed prices in the currency stated, excluding VAT, for delivery DAP Kradolf/Switzerland (current Incoterms).

3.2 Invoices shall be paid net within 60 days of receipt of the invoice, but at the earliest after delivery.

3.3 Deviating delivery and payment terms must be agreed in writing between the supplier and HUMBEL.

Delivery

4.1 The delivery date is the due date. Delivery must be made at the agreed delivery date at the place of destination. The supplier is obliged to inform HUMBEL immediately in writing if it becomes apparent that delivery dates cannot be met. The supplier must make every effort to ensure that the delivery can nevertheless be made on the agreed date.

4.2 If the delivery date is exceeded, the Supplier shall immediately be in default. After a reasonable period of grace has elapsed, HUMBEL reserves the right to insist on delivery or to withdraw from the contract and claim damages.

4.3 If the supplier is obliged to supply documents (e.g. measurement reports, works certificates or certificates of origin) in addition to the goods, these must also be provided by the agreed delivery date. Wherever possible, these must be sent to HUMBEL in digital form.

4.4 Underdelivery or overdelivery is only permitted with the written consent of HUMBEL.

4.5 The supplier must pack the goods in such a way that damage, contamination, loss or deterioration in quality are avoided throughout the entire supply chain. Packaging shall be labelled in such a way that the contents can be clearly identified at all times and the respective change status of the products is visible. The type of packaging and labelling must be agreed with HUMBEL's logistics department if necessary.

Export control and customs

5.1 The supplier undertakes to issue and enclose with the delivery all documents and commercial papers required for import into Switzerland in accordance with the applicable legal requirements.

5.2 The supplier must provide HUMBEL in writing with all information and data that HUMBEL requires in order to comply with the applicable export, customs and foreign trade law when exporting, transferring and importing the goods and services and, in the case of resale, when re-exporting the goods and services.

5.3 For goods, the customs tariff number of the country of origin must be indicated, for listed goods also the national list number and that of the USA if the goods are subject to U.S. re-export regulations.

5.4 Certificates of preferential origin as well as declarations of conformity and marks of conformity of the country of origin or destination must be submitted without being asked, certificates of non-preferential origin on request.

Warranty

6.1 The supplier warrants that the delivered goods have the warranted characteristics and the agreed quality, are new, correspond to the latest state of the art and have no defects that impair their value or their suitability for the intended use. The warranty period is 24 months from receipt of the goods.

6.2 The supplier may only provide authorised processes, products or services. Changes to processes, materials or subcontractors require the written consent of HUMBEL. The supplier undertakes to coordinate changes in products, processes, certifications or production sites with HUMBEL in advance and have them approved.

6.3 The supplier undertakes to validate special processes in accordance with HUMBEL's requirements.

6.4 The supplier undertakes to take measures to ensure product safety along the entire supply chain.

6.5 Supplier guarantees that all employees deployed have the necessary qualifications and training for the respective activity.

6.6 HUMBEL, its customers, and regulatory authorities have the right to conduct audits and inspections at the supplier or its sub-suppliers. This right includes access by HUMBEL, its customers, and regulatory authorities to the applicable areas of facilities, at any level of the supply chain, as well as access to the applicable documented information, at any level of the supply chain.

6.7 The supplier must take suitable measures to avoid counterfeit parts. Suspected cases must be reported to HUMBEL immediately.

6.8 Supplier shall ensure that all quality-relevant requirements are also complied with by its subcontractors.

6.9 The supplier must retain quality-relevant information, inspection protocols and verification documents for at least the duration of the statutory, official or standardised retention obligations. HUMBEL may specify a longer retention period in writing in individual cases if this is necessary due to technical standardisation or customer-specific requirements.

Notification of defects

7.1 HUMBEL will notify the supplier of obvious defects within 30 working days of delivery. Hidden defects can be reported at any time within the warranty period, even if the goods are used. The making of payments shall not be deemed to be a waiver of notification of defects. If there is a defect, HUMBEL shall have the choice of demanding rectification free of charge, making a deduction from the price corresponding to the reduced value, cancelling the contract or obtaining a replacement delivery. The right to claim damages remains reserved in all cases.

Liability

8.1 Supplier shall be liable to HUMBEL for all damages and losses incurred by HUMBEL which are caused by a breach of Supplier's obligations under the contract concluded with HUMBEL, including any claims by customers or third parties against HUMBEL.

Code of Conduct

9.1 The supplier is obliged to fulfil the provisions of HUMBEL's Code of Conduct as amended from time to time. Supplier shall require any subcontractors to comply with at least equivalent standards. The currently valid version can be accessed at https://www.humbel-gears.com/en/about-us/humbel.

Compliance / regulated substances

10.1 The supplier is obliged to ensure that its goods and services comply with the current directives, ordinances and Swiss legislation. He also confirms that his goods do not contain any substances that are regulated in the following ordinances and directives (in their current versions):

- REACH Regulation (EC) No. 1907/2006 plus current list of "Substances of very high concern" (SVHC)
- RoHS Directive 2011/65/EU 2011/65/EU and addendum 2015/863/EU
- WEEE Directive (2012/19/EU)
- Conflict Minerals (2017/821/EU)
- Persistent organic pollutants (POPs) 2019/1021
- Toxic Substances Control Act (TSCA)
- Proposition 65 (California)

10.2 Supplier shall proactively and explicitly inform HUMBEL of any legally permissible deviations and shall provide corresponding verification documents free of charge at HUMBEL's request.

Place of jurisdiction and applicable law

11.1 The exclusive place of jurisdiction is at the registered office of HUMBEL, whereby HUMBEL is entitled to appeal to the court at the supplier's registered office.

11.2 The contractual relationship is subject to substantive Swiss law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1 April 1980 (so-called "Vienna Convention") is excluded.