

# General Terms & Conditions for the procurement of goods and services (GTCs)

## General provisions

### 1. Scope

The present GTCs apply to all procurement by Nagra unless different terms are agreed in a specific procurement contract. Acceptance of an order (section 3) shall constitute acceptance of the GTCs by the provider. Changes and additions to the GTCs must be confirmed by Nagra in writing.

### 2. Offer

The provider shall make offers on the basis of requests for offers issued by Nagra. Offers must be made free of charge and shall be binding for three months.

### 3. Order

Nagra shall place orders in writing (ordering). A contract shall be deemed to have been concluded unless the provider rejects an order in writing based on an offer within an appropriate timeframe.

### 4. Arrears

If failing to meet agreed deadlines, the provider shall be in arrears without the need for further action or written reminders. The consequences of arrears shall be based on Article 97 et seq. of the Swiss Code of Obligations (OR).

### 5. Confidentiality

The Contractual Parties must treat as confidential all information that is neither already public knowledge nor generally accessible. Nagra may demand a written confidentiality agreement. The confidentiality duty must be fulfilled both before and after conclusion of the contract and shall remain in force even beyond the end of the contractual relationship.

### 6. Assignment and pledging

The provider's claims arising out of an order may be neither assigned nor pledged without prior written consent from Nagra.

### 7. Occupational health and safety, working conditions & sexual equality

The provider pledges to comply with the legal regulations on occupational health and safety and working conditions at the place of performance. The provider guarantees to treat men and women equally. Should the provider act in breach of the aforementioned provisions, Nagra may withdraw from the contract with immediate effect and without financial consequences. Nagra expressly reserves the right to claim damages from the provider.

### 8. Applicable law and court of jurisdiction

The contractual relations between the provider and Nagra are subject exclusively to Swiss law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention) are excluded. The provisions of the contract concluded by the provider and Nagra shall have precedence. Those of the present GTCs shall be of secondary importance. The provisions of the Swiss Code of Obligations shall be of supplementary importance.

The court of jurisdiction will be that at Nagra headquarters in Wettingen/AG. Amendments and additions to a contract must be made in writing in order to be binding.

### 9. Remuneration

The remuneration shall be due as per the agreed payment plan stipulated in the contract. Unless agreed otherwise, Nagra shall pay due invoices either net within 30 days or within 15 days with a 2% deduction.

### 10. Special provisions for services

#### 10.1. Prices

Unless agreed otherwise in the contract, the provider shall provide the services for a flat fee or on a cost basis with an upper limit to the remuneration (cost ceiling). The provider must stipulate the applicable rates in the respective offer.

**10.2. Realisation**

The provider pledges to fulfil the contract in a technically flawless, professional and careful manner. The provider shall notify Nagra regularly regarding the progress of the work and immediately report in writing any situations that could adversely affect or jeopardise the contractual fulfilment. Nagra shall at all times have the right to check or demand information about any part of the contract. The provider is not permitted to represent Nagra without a written power of attorney. The provider may not make Nagra liable towards third parties.

**10.3. Warranty**

The provider shall be liable for faithful and careful execution and guarantees that its services are free of defects and meet the contractual conditions and specifications as well as the scientific and technical state of the art. The provider is liable for any damage caused by its employees or other commissioned parties whilst conducting their work.

**10.4. Property rights**

All intellectual property rights and work results arising out of contractual fulfilment (service provision) shall be the property of Nagra. The provider waives the right to exercise non-transferable personal rights. The provider pledges to defend against third-party claims of copyright breaches immediately and bear all costs arising therefrom.

Nagra pledges to notify the provider about such claims and supply the latter with any documentation that may prove useful in its defence unless confidentiality considerations prevent this.

**10.5. Contractual withdrawal and termination**

In the event of an interruption to service provision and following the granting of an appropriate extension after which the relevant other Party still fails to meet its obligations, the Party that granted the extension may terminate the relevant contract in writing with immediate effect. Any services provided in the contractually agreed manner before the dissolution of the contract must be remunerated as contractually agreed. The right to claim damages or press claims for the reimbursement of associated extra expenditure due to the dissolution of the contract remains unaffected by this. Claims for loss of profit shall be excluded.

**10.6. Withdrawal by Nagra from work contracts**

Until orders are completed, Nagra may withdraw from a contract at any time on condition that it pays for work already undertaken and indemnifies the provider.

**11. Special provisions on the procurement of goods****11.1. Prices**

The provider shall provide its services at fixed prices. Should the provider lower its list prices before delivery, the reduced prices shall also apply to pending orders, the agreed price of which shall be reduced accordingly.

The prices shall cover all services required for proper fulfilment of the contract. The agreed price covers in particular the cost of packaging, transportation, insurance, expenses, licencing fees as well as all public-law dues, including customs duties as well as import and value-added tax to the contractually agreed place of fulfilment. The DDP delivery conditions as per the Incoterms® 2020 apply to the delivery of goods.

**11.2. Place of fulfilment**

The place of fulfilment shall be the location stipulated by Nagra in its order.

**11.3. Warranty / guarantee**

The provider guarantees, knowing the intended use of delivered items, that the goods supplied possess the promised properties, comply with the relevant safety regulations and are free of defects that would adversely affect their value or usefulness for the assumed purpose. Nagra shall check the condition of delivered items within 30 days of receipt. Should they prove defective, Nagra may choose between repair at no charge, a reduction in price equal to the reduction in value, withdrawal from the contract, or delivery of a replacement. Nagra's right to claim damages shall in all cases remain unaffected by this. The Warranty period is 24 months after approval of an item unless the provider grants a longer warranty period.

**11.4. Contractual penalties**

Should the provider fall into arrears, he must pay a contractual penalty of 1% of the value of its remuneration per started week in which it is in arrears, though no more than 10% of the total remuneration. Payment of the contractual penalty shall not release the provider from its contractual obligations. However, this will be offset against any damages payable by the provider.

## **11.5. Licenced software**

If licenced software is ordered or supplied together with ordered items, Nagra shall acquire the right to use this software. The associated property rights shall remain with the provider or the relevant third party. Should these rights be held by a third party, the provider shall guarantee that the provider holds the necessary usage and sales rights.

In the event of a breach of copyright, the provisions of subsection 10.4. shall apply mutatis mutandis.

## **11.6. Right of control**

Nagra shall be authorised to conduct quality and schedule audits of the provider or its subcontracted suppliers following prior notification thereof.