1. Scope

1.1 The present General Terms and Conditions of Purchase shall apply to all purchases made by any Sensirion affiliate whether for its own needs, for machinery, equipment, goods, products, parts, raw materials, other materials, work or services (the "Supply", or the "Supplies"). These General Terms and Conditions of Purchase shall override any contrary different terms on purchase, order or invoice. The delay in the acceptance of any order or acceptance of other document or correspondence from or by the Supplier, and no additional, alteration or substitution of these terms will bind Sensirion or form part of any contract unless it is expressly accepted in writing and signed by a person authorized by Sensirion to sign on Sensirion's behalf. Sensirion's acceptance or payment of the Supplies does not constitute agreement. By accepting Sensirion's order, Supplier agrees to be bound by Sensirion's General Terms and Conditions of Purchase.

2. Orders and deliveries

2.1 Orders and order releases as well as modifications and supplements thereto must be placed and made in writing. Any forecasts provided by Sensirion are for planning purposes only and do not constitute a release or other commitment by Sensirion.

2.2 Sensirion may cancel any order in whole or in part, without becoming subject to any cancellation fee or other liability, at any time prior to delivery by Supplier with providing Supplier with notice of such cancellation.

2.3 For machinery equipment or customized parts, Sensirion may cancel or terminate any order or the contract at any time for convenience. The Supplier shall provide proof of the reasonable expenses which it had to incur to fulfill its obligations up to the date of cancellation/termination. Sensirion shall have the right to reject any order or the contract, whenever occurs first. The contract shall consist of the terms and conditions on Sensirion's General Terms and Conditions of Purchase. Additional or different terms on Supplier's order are to be considered a modification of the contract.

3. Prices

3.1 Unless otherwise agreed, all prices shall be net "Delivered at Place" (DAP Incoterms 2010) incurred by the Supplier. However, if it is required, whether or not such taxes, etc., and services are expressly specified in the contract. Supplier warrants that the prices shown in the cost estimates or offers shall be complete and no additional charges shall be added without Sensirion's express written consent. If applicable, the value-added taxes shall be invoiced separately by the Supplier and paid to Sensirion by the Supplier. Supplier warrants that the prices for the Supplies are not less favorable than those currently extended to any other customer for the same or similar Supply in similar quantities. At Sensirion's request, prices may be audited at any time. Sensirion shall not be bound to a price quotation or to any proposal or negotiate, under no circumstances shall such negotiated price exceed the price set forth in the previous time period.

3.2 Price shall be affected within 60 days net after receipt of the Supplier's invoice following that all requirements have been fulfilled (see article 7.1). A delay in payment is only deemed to have occurred if Supplier has received an invoice from Supplier, after transfer of risk, and an additional period which has been set in a formal reminder has expired. If payment is made within 14 days, Sensirion is entitled to a 3% discount. Any discount, however, shall be subject to separate written agreement.

3.3 Notwithstanding the foregoing, if the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance and the period for payment shall not commence before completeness. Further, the period for payment shall not commence before rectification of any deficiency.

3.5 Payments do not constitute acknowledgment of quantity, price and quality. Payment does not constitute an acknowledgment that the Supplies were provided in accordance with the contract.

4. Delivery, Delay

4.1 Delivery shall be made in accordance with the International Commercial Terms (Incoterms) in force at the time of order. In the absence of any agreement to the contrary, delivery shall be made DAP Sätzl, Switzerland (Incoterms 2010).

4.2 Each delivery shall include a packing or delivery note with details of the contents as well as the complete order number. Where appropriate or required such note must include all necessary information in order to be able to comply with requirements for export classification number (ECCN), Export Control List number according to the EC Dual Use Regulation or national law (AL-No.), HS Code and entitlement to preferences (e.g. movement certificates, declaration and certificates of origin and other documents of origin).

4.3 In case of missing or incorrect shipping documents, certificates of origin or documents required by turnover tax law, Sensirion reserves the right to refuse the Supplies at the Supplier's risk and expense.

4.4 Time is of the essence. Supplier agrees to deliver the Supplies on the date(s) set forth in the order. If the Supplier fails to meet the delivery date, the Supplier shall pay to Sensirion an amount equal to 3% of the price of the delayed partial shipment for each complete week of delay. Partial delivery shall be treated as such. Partial, over or under deliveries are permitted only with prior written consent by Sensirion. In addition, unless the Supplier is not responsible for the delay, it shall indemnify and compensate Sensirion for all direct and indirect costs and damages from failure to respect delivery date. Sensirion reserves the right to cancel the entire order or part of it due to any delay or defect of the Supply - especially but not limited to work, machinery and equipment – the Supply may not be used for its intended purpose.

4.5 If Supplier realizes that it cannot comply with a delivery date, Supplier shall notify Sensirion in writing without undue delay providing reasons for the delivery delay. In case of late delivery Supplier shall at its own cost make all efforts to keep any delay as short as possible and in particular Supplier shall at its own cost use accelerated procedures to deliver the Supply. Moreover, the Supplier is obliged to inform Sensirion immediately and without further request about any supply difficulties occurring for whatever reason as soon as it becomes aware of them itself.

4.6 The Supplier agrees to provide Sensirion with all assistance, advice and training reasonably required to permit Sensirion to use or operate the Supplies. In addition to any other rights and remedies Sensirion may have, these provisions of article 5.2.3 shall apply and all other rights and remedies shall be cumulative. In particular, if due to any deficiency of or defect in the Supply - especially but not limited to work, machinery and equipment – the Supply is not used for its intended purpose.

5.2.3 Sensirion shall have the right to postpone any order. In such case, Supplier shall at its own cost use accelerated procedures to deliver the Supply. Moreover, the Supplier is obliged to inform Sensirion immediately about any defect. Should a result of sample testing reveal defective Supply, then this Supply has to be sorted out on Supplier's cost. All of this Supply still in stock as well as any future Supply has to be tested for this defect on Supplier's cost, until the cause of defect is eliminated. Supplier already delivered has to be identified and Sensirion has to be notified right away.

5.3.1 In case of a systemic defect, the parties shall, on the cost and expense of the Supplier, perform a joint investigation to clarify the cause of the systemic defect, and (ii) investigate which Supplier is responsible for the defect. Supplier agrees to make available all relevant information and documentation to Sensirion for the purpose.

5.3.2 Supplier shall notify Sensirion immediately about any defect. Should a result of sample testing reveal defective Supply, then this Supply has to be sorted out on Supplier's cost. All of this Supply still in stock as well as any future Supply has to be tested for this defect on Supplier's cost, until the cause of defect is eliminated. Supplier already delivered has to be identified and Sensirion has to be notified right away.

5.5 Sensirion's General Terms and Conditions of Purchase or Sensirion's order or acceptance or payment of the Supplies does not constitute agreement. By accepting Sensirion's order, Supplier agrees to be bound by Sensirion's General Terms and Conditions of Purchase.

7. Warranty

7.1 For Supplier involving installation, commissioning or services, the transfer of risk occurs on acceptance and for Supplies not involving installation or commissioning, the transfer of risk shall be upon receipt by Sensirion at the designated place of receipt.

7.2 Title shall pass to Sensirion on the date of delivery or on the date payment has been made by Sensirion, whichever occurs first.

7.3 All materials and information transmitted, made available and disclosed, or paid for, by Sensirion, including materials and information concerning or related to any Products, Drawings, calculations, specifications, designs or data of any kind and in any manner, remain, or become, Sensirion's property. The Supplier shall be liable for any damage to such Sensirion property.

8. Liability

8.1 Except for cases of product liability, where there is no limit, the warranty period for the Supplies is in general 24 months from the date of transfer of risk. The warranty period for deficiencies, non-conformities and defects which cannot be detected by Sensirion during the 24 month warranty period through ordinary examination methods, or where defects in a Supply that has been incorporated in an immovable work (e.g. production line, machinery) in a manner consistent with its nature and purpose, or where a Supply is to be incorporated in an immovable work (e.g. production line, machinery), the warranty period is 24 months. Supplier shall be entitled to notify the Supplier of any deficiency, non-conformance or defect at any time during the warranty period, without being bound to a time limit therefore. If a defect becomes evident within 6 months of the transfer of risk, it shall be assumed that the defect already existed at the time of the transfer of risk.

8.2 Should the Supplier in the course of subsequent performance replace or repair Supplies, the warranty period for these Supplies shall begin again.

8.3 Supplier shall warrant that at the expiration of the warranty period, all Supplies delivered by Supplier, whether the defect already occurred or not, shall be deemed to be defective and Sensirion may claim its rights under this article for all delivered Supplies. An epidemic failure shall exist if the same or similar defect occurs in relation to at least 20 ppm of the supplied Supply within a period of 3 months, in so far nothing to the contrary has been agreed in a Quality Assurance Agreement. As soon as a party knows or suspects that an epidemic failure exists it shall notify the other party of such. Additional duties and rights shall not be affected.

8.4 Supplier represents and warrants that Supplies are new, state of the art, merchantable, conform to specifications, samples, drawings, descriptions and documents, and free from defects in title, design, material and workmanship. Supplier shall be liable for any deficiency, non-conformance and defect, irrespective of its fault. The Supplier, an expert in its field, assumes full responsibility and liability for the Supplies. If Supplier has been informed of the use of the Supplies, or if such use can be reasonably foreseen or is documented, Supplier warrants that the Supplies are suited for such use.

8.5 Excessive wear and tear, excessive corrosion, excessive erosion or other excessive deterioration which may occur in particular during storage, standby operation or operation shall be deemed to be a deficiency.

8.6 For custom made Supplies, Supplier warrants that it has punctually and completely gathered all information, data, circumstances and facts necessary for its performance. The Supplier undertakes to test all drawings, calculations, specifications and other requirements provided by Sensirion for the Supplies within the scope of the general and technical knowledge for errors and inconsistencies and, if necessary, to promptly notify Sensirion in writing of any objections in order to resolve them.

8.7 Supplier undertakes to inspect the Supplies for defects prior to delivery or handover to Sensirion. Supplier shall notify fails, even immediately about any defects.

8.8 Supplier warrants that the Supplies and all rights thereto are owned by Supplier and do not violate any copyright, patent, trade secret or any other proprietary right of any third party. Supplier warrants that, in particular, all rights concerning or related to any design, drawings, calculations, specifications and other documents of origin and encumbrances and that the manufacture, production, installation and sale or license to, and use, by Sensirion of the Supplies are in compliance with any and all applicable laws, rules and regulations.

8.9 If Supplier breaches any warranty, or Supplies are otherwise defective or non-conforming, Supplier shall, at Sensirion's option, promptly repair, replace or refund the amount paid for the Supplies.
Supplies, and shall pay to Sensirion all incidental and consequential damages and additional expenses arising from breach of warranty, defective or non-conforming Supplies, including cost due to expectedly increased repair, testing, replacement or repair of other equipment, loss of earnings, loss of expenses, costs of ordering Supplies from a third party, etc. Supplier shall bear the risk of loss of all defective or non-conforming Supplies while in transit.

8.7 Supplier shall undertake such further subsequent performance, as well as the costs incurred by Sensirion for inspection, sorting, remediation of defects (including recalling, dismantling, installation and re-assembly costs) and other expenses (including the cost of increased inspection of incoming goods due to alleged defects in the Supplies). In case any claim is made by Sensirion to Supplier under these regulations, Supplier shall have to bear in relation to its customers, e.g. due to replacement or repair caused by the Supplies (including the cost of a recall or service action).

8.8 Should the Supplier fail to fulfill its obligations for subsequent performance within a reasonable time limit, Supplier agrees that no penalty is also charged on the delivery or the development or to have the deficiency remedied by a third party at the Supplier’s risk and expenses, to cancel the contract in whole or in part without being subject to any liability for damages, or to demand a reduction in price, or to claim damages for any deficiency or non-conformity of the Supplies at any time. Sensirion may demand an advance payment from the Supplier for the necessary relevant expenses. Further rights remain unaffected.

8.2 Supplier warrants to maintain or repair or troubleshoot any part of the Supply, or assist Sensirion in the operation, maintenance and repair of the Supply or in troubleshooting. Provided that such services shall not affect the Supplier’s liability to remedy deficiencies, non-conformities or defects, Sensirion shall pay for such services subject to being furnished at reasonable and competitive conditions. The Supplier agrees to assign and hereby does assign all its property rights of any third party. It is essential that the Supplies are delivered free of any third party rights.

8.3 These warranties shall be in addition to any other warranties, express, implied, or statutory. The warranties expressed herein shall be construed as consistent and cumulative with each other and with all other express warranties or any warranties held to be inconsistent, Sensirion may, at any time, including in the course of a sale for hire, select which of them shall be excluded. All warranties shall be construed liberally in favor of Sensirion. All warranties shall run to Sensirion, its customers and subsequent owners or users of the Supply to which they relate.

9. Intellectual Property and Software use

9.1 The Supplier guarantees the validly of the industrial and intellectual property rights related to the Supplies, as well as the unrestricted usability of the Supplies as regards the intellectual and industrial property rights, if relevant for the Supply. The Supplier shall, upon demand, provide Sensirion with the necessary documentation for the intellectual and industrial property rights and any statements so that Sensirion can exercise its rights unrestrictedly. Without Sensirion’s written consent the developments and constructions shall neither be made available to third parties in whole or in part nor used for any purposes other than to Supplier.

9.3 The Supplier shall grant Sensirion a non-exclusive, transferable, worldwide and perpetual right to use Supplies and standard software included in the Supplies, to integrate Supplies into other products and to distribute them worldwide, and, as the case may be, to sublicense (through multiple tiers) the right to use Supplies or any third party software (including but not limited to Open Source Software) part of the Supplies unless having obtained Sensirion’s prior written consent.

10. Intellectual Property infringement

10.1 The Supplier shall ensure that all Products, the Software and any related documentation, do not infringe any patent, copyright, trademark, trade secret or any other intellectual property rights. The Supplier shall keep confidential, and shall not without Sensirion’s prior written consent, disclose any information to a third party or use any such information. If the Supplier discovers any third party infringement of an intellectual property right, Supplier shall, at the Supplier’s own expense, procure such rights or notify Sensirion thereof. If the Supplier should be notified by third parties of any infringement of an intellectual property right, Supplier shall inform Sensirion promptly.

10.3 Supplier shall give Sensirion prompt written notice of any infringement claim. Supplier shall fully cooperate with Sensirion in any legal proceedings or other actions that may arise from any such infringement claim.

11. Confidentiality

11.1 The Supplier shall keep confidential, and shall not without Sensirion’s prior written consent disclose to any third party, any technical or commercial information which it has acquired from Sensirion, including designations and special knowledge, which is not publicly known or generally available, and which may be important to the confidentiality of the business of Sensirion and its customers. In particular, the Supplier shall not disclose Information to Sensirion’s competitors.

11.2 Within 14 days after Sensirion’s request, Supplier will return all confidential information of Sensirion and all copies thereof (in any media). Supplier shall destroy all notes, documents and other writings prepared based on Sensirion’s non-public data.

11.3 Suppliers or a later owner of the Supplies shall be entitled to use any documents, drawings, manuals, instructions, etc. obtained by Sensirion from the Supplier in connection with the contract or order for any purpose in particular for operation, maintenance, modifications, or tests.

12. Compliance

12.1 The Supplier shall comply with the laws of the applicable legal system(s), and all statutory regulations concerning the treatment of employees, environmental protection, health and safety at work. In particular, the Supplier shall not engage, actively or passively, nor directly or indirectly in any form of bribery, in any illegal, unfair or deceptive trade practices or unethical business practices, in any manner which may violate any human rights of employees or children.

12.2 Any permits or certificates required must be procured by the Supplier free of charge for Sensirion. If – irrespective of Sensirion’s acceptance – the execution of the Supply is not recognized as such by the relevant authorities, any permit, license or application and which may be prescribed, then these will be carried out by Supplier at Supplier’s expenses.

12.3 The Supplier shall comply with Sensirion’s “Supplier’s Social Responsibility” requirements, which are available at www.sensirion.com and which may be updated from time-to-time. Supplier will use measures and procedures to ensure that all its suppliers and contractors are supplied with the same or better standards as for Supplier. Supplier shall, at the request of Sensirion, provide documentation evidencing its compliance with the stated requirements, and particularly documentation evidencing the acceptance of its suppliers, subcontractors and sub-subcontractors. Supplier shall, at the Supplier’s own expense, procure such documents or notify Sensirion thereof. Supplier shall inform its agents or employees, or any act or omission of Supplier.

13. Subcontracting to third parties shall not take place without the prior written consent of Sensirion and entitles Sensirion to cancel the contract in whole or in part in case of supply defects.


14.1 In particular, the Supplier shall not change the production method, materials, components, quality testing procedure, quality testing equipment, quality assurance and/or measures, and/or by relocating of production sites which may affect the quality of the Supplies, without Sensirion’s prior written consent, Supplier will be informed about any changes in the development of the Directives and shall notify at least 12 months in advance of Sensirion’s attention and approval. Sensirion shall not unreasonably withhold approval, if fit, form and function is maintained.

14.2 Supplier shall provide the Supply, replacement parts, repair services and technical support at reasonable and competitive pricing for at least 12 years following the delivery date to Sensirion or for 10 years after the manufacture of the last unit – whichever occurs later - and shall be kept available for disclosure at any time on Sensirion’s simple request.

15. Export controls and foreign trade regulations

15.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations for all Supplies. Supplier shall also obtain all necessary export licenses, unless Sensirion or any other party other than supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations of the country of origin.

15.2 The Supplier shall be obliged to inform Sensirion in writing about any applicable (re-)export license requirements for the Supplies under European or US export control law and customs regulations. In the event that the export of the Supplies as such or any third party software (including but not limited to Open Source Software) part of the Supplies unless having obtained Sensirion’s prior written consent.

15.3 Upon request the Supplier shall provide any other foreign trade data with respect to the Supplies and their components in written form and shall inform Sensirion about all changes to such data without delay and prior to supply.

15.4 The Supplier shall be responsible for any and all costs and/or losses incurred by Sensirion as a result of taking measures to observe these provisions or the inaccuracy of said export control and foreign trade data, or of the fulfilment of the contract is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

16. Product Liability and Guarantee for Consumer Goods

16.1 Supplier shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless Sensirion, its affiliated companies and customers, and each of their officers, employees, agents, assigns, and authorized representatives, from and against any and all claims, suits, actions, proceedings demands, damage, loss and cost (including reasonable lawyer’s fee) and expenses of any nature which are based on a claim that the Supplier or any part thereof, constitutes or makes a part of the Supplier, or the Subcontractor’s products or the components thereof, including technology and software; (iii) HS (Harmonized System) codes of the Supplies.

16.2 Supplier shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless Sensirion, its affiliated companies and customers, and each of their officers, employees, agents, assigns, and authorized representatives, from and against any and all claims, suits, actions, proceedings demands, damage, loss and cost (including reasonable lawyer’s fee) and expenses of any nature which are based on a claim that the Supplier or any part thereof, constitutes or makes a part of the Supplier, or the Subcontractor’s products or the components thereof, including technology and software; (iii) HS (Harmonized System) codes of the Supplies.

16.3 Insurance

17.1 Supplier shall – at no cost for Sensirion - take out an insurance policy with appropriate coverage against all risks resulting from product liability. Supplier shall provide – on request – evidence of such insurance. In the event of material change or cancellation of reimbursement of supplier shall give written notice to Sensirion at least 30 days before.

Sensirion AG
18. Force Majeure
18.1 Force Majeur, labour disputes, disruption in operations beyond the concerned Party's reasonable control, disturbances, governmental measures and other unforeseen circumstances shall entitle Sensirion – without prejudice to its other rights – to withdraw wholly or partially from this contract, insofar as these events continue for a considerable period of time or result in a considerable decrease of Sensirion's demand.
18.2 Sensirion shall not be required to accept Force Majeure as an excuse if the Supplier claiming such an excuse cannot prove that it has taken all reasonable actions to mitigate the effects of claimed Force Majeure. The shortage of labor or materials shall not constitute Force Majeure unless such a shortage is caused by circumstances which themselves constitute a Force Majeure event.

19. Termination for cause
19.1 In addition to the cancellation rights set forth in article 2, Sensirion may – without prejudice to any other rights or remedies Sensirion may have - terminate the contract and orders (in whole or in part) at any time for cause by giving written notice to Supplier, if (i) Supplier fails to deliver or perform within the time specified in the order; or (ii) Supplier fails to perform any of its other obligations under the order or fails to make progress so as to endanger performance; or (iii) Supplier's financial condition is such as, in the sole judgment of Sensirion, to endanger performance of the order; or (iv) any substantial breach of the contract, provided that, with respect to (i) Supplier fails remedy such condition within 7 days of notice from Sensirion.

20. Survival
20.1 The terms and conditions of this General Terms and Conditions that by their nature are intended to survive cancellation, expiration or termination of the contract or order (including, e.g. Warranty, Intellectual Property rights and Software use, Intellectual Property infringement, Confidentiality, Long-term Supply, Supply Discontinuation, Product Liability and General Indemnification, Insurance, Law and Jurisdiction) will continue in full force and effect after such cancellation, expiration or termination.

21. Audit
21.1 Supplier shall keep complete and accurate records of all costs of performance under the order, which shall be subject to inspection and audit by Sensirion in the event of termination or equitable adjustment or with respect to any order for which the price is based on time and cost of materials.

22. Severability clauses
22.1 If any provision of the contract shall be invalid or impracticable in whole or in part this shall not affect the validity of the remaining part of this contract. In lieu of the invalid or impracticable provision an appropriate provision shall apply which is nearest to the intent of the contracting parties of to what would have been their intention in keeping with the meaning and purpose of the contract if they had considered this issue at the conclusion of the contract or at a later addition of a provision.

23. No waiver and remedies
23.1 The failure of Sensirion at any time to require performance of any provision or to resort to any remedy provided under this contract shall in no way affect Sensirion’s right to require performance or to resort to a remedy at any time thereafter, nor shall the waiver of a breach be deemed to be a waiver of any subsequent breach.
23.2 Any waiver, amendment or modification of any right, power or remedy hereunder shall not be effective unless it is in writing and signed by an authorized representative of both parties.
23.3 Sensirion’s rights and remedies herein are in addition to any other rights and remedies provided by law or equity.

24. Independent Contractor
24.1 In performing under this contract, Supplier is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of Sensirion. As an independent contractor, Supplier will be solely responsible for determining the means and methods for performing. Supplier shall have complete charge and responsibility for personnel employed by Supplier; however, Sensirion reserves the right to instruct Supplier to remove from Sensirion's premises immediately any of Supplier's personnel who are in breach of this contract. Such removal shall not affect Supplier's obligations under this contract.

25. Law and Jurisdiction
25.1 The contract is to be construed and interpreted according to the laws of Switzerland without regard to any conflict of law provision thereof. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.
25.2 Any dispute arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts of Zurich, Switzerland. However, Sensirion is entitled to take legal action against the Supplier in the court with jurisdiction at Supplier’s place of business or at the place of performance.