

General Purchasing Terms and Conditions (GTCs) of Changemaker AG (CM)


1. Changemaker (CM) – Applicability


Every product has its own story. And in the case of the products distributed by Changemaker, you can be sure that this story is a good one. It begins with designers and suppliers who are passionate about what is relevant. Our General Terms and Conditions of Purchasing are applicable to all contractual relationships between Changemaker AG (CM) and its suppliers.


2. General purchasing conditions


2.1. Purchasing criteria


Every product in the CM range must comply with at least one of the criteria listed below. Ideal are products that meet more than one of these criteria. These criteria are communicated openly and assigned to each product:


 Raw materials with this symbol are certified as organically grown and/or organically cultivated. Genetically modified organisms may not be present and, wherever possible, there must be no use of pesticides, herbicides and other chemical agents.


 These products must be manufactured under fair and socially acceptable conditions. It is also important that workers receive wages that provide for a decent standard of living and that there are fair working conditions. In Switzerland, products that usually meet these criteria are derived from social institutions, such as sheltered workshops, as well as cottage industries and handicraft businesses that are characterised by social commitment and their love of the profession.


 Products should also be directly or indirectly recycled or recyclable. Cradle2Cradle products must also bear this recycling symbol.

 Products made in Switzerland. Here, locally-based designers, local cottage industries and social institutions uphold the Swiss traditions of quality as well as cultural diversity. The short transport routes are beneficial to protecting the environment and the climate.

 Great attention to detail and effort put into the production of small quantities are the basis for this labelling. Hand-made products that represent an important source of income for women producing them, especially in Global South countries.

 This symbol designates organic, environmentally-friendly products that are made from organic or alternative raw materials and that are for more environmentally compatible than conventional products when it comes to extraction and processing (e.g. are CO₂-neutral).

 Products featuring this symbol have energy-saving properties. Less power or less water is required for the manufacture and use of these products than for conventional products. Alternatively, natural resources, such as solar energy, have been employed in their production or are required for their use.

 On offering products, suppliers are required to provide us with details as to which of these criteria they meet. It is imperative that there is compliance with the provisions of these criteria. Should a product fail at some point to comply with required provisions, CM must be notified without delay.

If a supplier holds a specific certification, such that of the Fairtrade Foundation or GOTS, CM must be informed without delay should this certification expire or cease to be applicable. Certification documents must be made available for inspection on request.

2.2. Product modifications

Products specifically defined in terms of article numbers, samples or other identification features within the scope of an order may only be modified with the prior written approval of the responsible purchasing agent. The same applies to the packaging and labelling of products. Should the designation or the article number used by the supplier change, our Purchasing department must be informed of this.

2.3. Price changes

Purchase prices, conditions and related activities must be approved by CM's Purchasing department. Proposed changes to prices must be notified in writing at least three months in advance. CM must be provided with the option to purchase any remaining stock under the same conditions as previously.

2.4. Transport packaging

Transport packaging must be such that it is ensured that goods arrive in undamaged condition. Packaging should be environmentally-friendly where possible. In the event of damage on arrival, we reserve the right to return the goods or to request a credit note in lieu. Quoted prices are to include costs of transport packaging. This also applies to reusable packaging. This excludes Euro pallets, which will be exchanged directly on a 1:1 basis.

2.5. Transport

Unless otherwise agreed, suppliers are responsible for ensuring punctual and appropriate transportation in compliance with legal requirements.

2.6. Packaging design

Packaging must be labelled in German according to statutory requirements. Suppliers are responsible for checking and ensuring that all labelling meets the minimum statutory requirements. This also applies to products that are directly imported by CM. Costs for preparing and producing special packaging are to be included in quoted prices.

2.7. Price labelling

Individual sales units (consumer units – CU) must be labelled in accordance with CM specifications. Unless otherwise agreed, suppliers will be provided with the appropriate number of labels for this purpose for each order. These labels will include the following minimum details:

- Product text and specifications in German (e.g. "Strohalm Set, 6 Stück, Bambus")
- CM's EAN barcode
- CM's article number, in numeric form (e.g. 107539101)
- CM's retail price (e.g. 24.90)

The labels must be positioned in such a way that they do not cover any other relevant information. Incorrectly labelled goods will be returned or relabelled at the supplier's expense.

Costs for price labelling are to be included in the quoted purchase prices.

2.8. Printed materials

If operating instructions, warranty certificates or other printed materials are also supplied with a product these must also be in German.

2.9. Product liability

Suppliers shall be held liable for any consequential losses arising in connection with the supply of faulty products in accordance with the corresponding legal stipulations. Suppliers are obligated to take out liability insurance in the appropriate amount, but which provides cover of a minimum of CHF 1 million (or ideally CHF 5 million); policies must cover both the risk of material damage and personal injury. A copy of the insurance policy must be presented to the responsible purchasing agent on request for inspection.

2.10. Data

All data made available to suppliers remains the property of CM and has trade secret protection. The data must be treated as confidential and may not be made available to third parties. This will also continue to apply after termination of a contractual relationship.

2.11. Availability of spare parts

Suppliers must ensure availability of spare parts for their products for a minimum of 5 years from the date of our last order. Suppliers will be held liable for any consequential losses that arise as a result of the unavailability of spare parts during this period.

3. Requirement to provide international trade data and documents

3.1. International trade data

CM reserves the right, at any time and for each individual item supplied or still to be supplied, to demand from suppliers the 6-digit HS code or customs tariff number valid in the country of origin.

In connection with the dispatch of goods, suppliers are to provide a valid and original preferential certificate of origin for the relevant consignment, provided that it comprises in full or in part products of preferential origin or when suppliers have expressly agreed to supply products with preferential origin status. For cross-border shipment of goods, suppliers must include a valid non-preferential certificate of origin for the relevant consignment where this is required in accordance with the destination country's import regulations or where CM considers this to be necessary for other reasons.

3.2. Responsibilities and liabilities

Details of information, data, records, documents, etc. made available by suppliers in connection with these GTCs are binding on the supplier. Suppliers herewith assume liability for the consequences of the provision of incorrect or inaccurate information and data and invalid records and documents, etc.

4. Delivery

4.1. Orders

For each consignment, a written order will be placed by CM. The order will specify as a minimum the product in question, the price agreed, the date of delivery and the responsible contact person.

Orders will be submitted by email. No confirmation copies will be provided.

Suppliers are obligated to check the completeness and clarity of the details provided in orders. Should deviations or ambiguities be apparent or should timely delivery not be feasible, the contact person named in the order must be immediately informed.

Where no response in writing is received within 72 hours of submission of an order, that order shall be deemed to have been definitively accepted and the terms shall be considered to be binding.

4.2. Labelling of transport packaging/delivery notes

To ensure that the type of goods can be immediately determined on delivery, every consignment/packaging unit must be provided with a delivery note (in A4 or A5 format) showing the standard order-related details (minimum quantity, item description). The CM order number must also be included.

4.3. Inspection of outgoing consignments by suppliers

Suppliers must carry out final checks prior to goods leaving their premises. The ordered goods must arrive at the correct location at the correct time and in the correct amount. Suppliers must inspect the goods for damage to avoid possible future claims.

4.4. Jewellery

All precious metal, multi-metal and plated articles must bear a 'responsibility mark' (Verantwortlichkeitsmarke) as required under Swiss law. This mark must be registered with the Swiss Central Office for Precious Metals Control. Genuine precious metals and silver and gold-plated articles declared as such must be hallmarked as appropriate in accordance with the Precious Metals Control Act. The manufacturer is responsible for checking all goods for harmful toxins. Manufacturers shall be required to bear any additional costs incurred due to goods being insufficiently declared (hallmarked).

4.5. Transfer of risk

Suppliers shall assume all risk until due delivery of the goods at the destination.

4.6. Delivery dates

The delivery dates indicated on the order are always understood to be the dates on which the goods are to arrive at the specified delivery address. These dates must be adhered to.

CM reserves the right to refuse acceptance of goods that are delivered prematurely. In this case, the goods will be placed in temporary storage by the forwarding agent at the supplier's cost.

CM reserves the right to refuse acceptance of a consignment that is delivered more than two weeks late. CM expressly reserves the right to claim further compensation.

4.7. Other delivery problems

Where shipments do not meet the requirements of these GTCs (incorrect quantity delivered, modified goods, incorrect product descriptions etc.) CM reserves the right to charge any additional consequential costs to the supplier.

CM is not obligated to accept a shipment if the consignment and goods do not meet the order specifications. Issues of this nature will be reported to the supplier.

5. Liability for defects

Suppliers will be held liable for ensuring that goods with the properties as specified in the order can be sold freely. CM assumes that its suppliers are not aware of any defects that nullify or significantly reduce the value of the goods or their suitability for normal use.

5.1. Inspection of incoming consignments

As a general rule, consignments will be checked (without use of specific inspection methods) for signs of obvious external defects within 14 working days of receipt. All defects reported to a supplier within this period are to be deemed to have been made in good time. If concealed defects are only detected on expiry of this period or during the actual sale of products, these defects are to be deemed the same as immediately detected defects despite delayed notification of the supplier.

If more than 5% of products in a consignment are found to be defective during a specified, representative random sampling procedure undertaken by CM, the entire consignment shall be considered to be defective (serial defect).

If isolated defects are detected, CM may at its own discretion either request replacement of the goods within a reasonable period or reduce the invoiced amount accordingly. CM expressly reserves the right to claim further compensation.

In the event of detection of a serial defect, CM may at its own discretion either request replacement of the defective goods, withdraw from the contract and claim compensation due to default, or remedy the defects itself at the expense of the supplier. CM expressly reserves the right to claim further compensation.

Defective goods will be made available and can be picked up by a supplier at own expense. The costs of storage of defective goods will be charged to a supplier from the first day at CHF 50.00 per pallet and month. Should the goods require disposal, this will be undertaken at the supplier's expense.

5.2. Products with best before dates

In the case of a product with best before dates, suppliers shall ensure that any subsequent consignment of the product does not have a shorter storage life than was the case with the previous consignment.

All products supplied should have a minimum shelf life of 6 months.

5.3. Quality systems and monitoring

Suppliers are required to undertake regular quality checks by way of internal quality management and monitoring to ensure that flawless quality is available at all times. Analytical reports must be provided on request.

Suppliers must ensure that a seamless batch traceability system is in place right through to final production for all consignments supplied to CM.

5.4. Settlement of insurance claims

After sales and repair services will be defined in advance. Suppliers are responsible for repair and replacement costs and transport costs to and from the supplier.

5.5. Liability for material and legal defects

Suppliers are responsible for ensuring that their goods are free from legal defects. Goods must, in particular, meet statutory requirements and may not infringe intellectual property rights of third parties. The above particularly applies to compliance with the stipulations of current Swiss legislation regarding foodstuffs and therapeutic products and the Swiss Chemicals Act. Verification in this regard is the responsibility of suppliers. Suppliers are also responsible for their subcontractors. This shall also apply when CM procures products ex works and imports products.

6. Breaches of statutory provisions

Goods must be such that they are able to be sold freely by CM without further processing in accordance with Swiss law. Verification in this regard is the responsibility of suppliers. Suppliers are also responsible for their subcontractors.

On request, product specifications, conformity declarations, certificates and REACH reports that are less than two years old must be provided for inspection.

Electrical appliances must comply with the European CE standard and the conditions laid down by the Federal Inspectorate for Heavy Current Installations (SEV standard). Suppliers are responsible for verifying compliance. Required authorisations and inspection certificates must be presented to CM within a period of two weeks.

6.1. Property rights

It is the responsibility of suppliers to ensure that products supplied do not infringe property rights of third parties (patents, trademarks, designs, copyrights, rights to company names, domain names or other intellectual property). Suppliers are responsible for verifying that this is the case. The relevant documentation must be made available to CM at any time and upon first request. Should this be necessary, CM reserves the right to cancel outstanding orders in this connection.

If a third party asserts claims directly against CM because of alleged violation of property rights, CM shall notify the supplier accordingly and request the supplier to respond. However, if the supplier does not make available costs to cover the expense of a possible dispute, CM shall decide at its own discretion whether to engage in the dispute or whether to acknowledge the complaint in full or in part.

If ordered and delivered goods cannot be sold due to claims relating to property right violations, CM must be reimbursed the purchase price including transport costs and any customs duties plus any interest accruing on outstanding compensation payments.

change maker

Changemaker AG Rautstrasse 60
CH-8048 Zürich P +41 (0)44 405 19 20
info@changemaker.ch www.changemaker.ch

All costs incurred by CM in connection with a complaint relating to presumed intentional infringement of property rights must be reimbursed to CM by the supplier irrespective of culpability on the part of the supplier. In particular, suppliers shall be liable for all consequential costs of cease-and-desist or court proceedings: i.e. costs incurred for consultations and representation by lawyers and patent attorneys, any court fees, costs of litigation incurred by the property right holder charged to CM (whether by court order or settlement), costs arising in connection with the destruction of unlawful goods as decreed or mutually agreed and costs for any recall of goods that infringe property rights.

Should CM be liable for payment of compensation on the basis of a court decision or as a consequence of a settlement, the proportionate liability as divided between the parties shall also be deemed to be a cost that is to be reimbursed by the supplier.

CM reserves the right to offset claims for compensation arising as a result of legal defects in the goods supplied against outstanding invoices of the supplier in question.

7. Termination for convenience

CM may, after notifying a supplier, amend or cancel any order, whereby the supplier is not entitled to demand termination or revision of the contract (specifically changes to prices). CM and suppliers hereby agree that CM is only responsible for the costs of customised raw materials procured for the purpose of meeting amended or cancelled orders. Ownership of these customised raw materials must be transferred to CM on request. CM will not accept any liability for additional costs, expenses or losses arising for a supplier or the suppliers of a supplier in this connection.

8. Product recall

CM reserves the right, at own discretion, to initiate a recall of products delivered by suppliers or of products that contain supplied products. If CM decides to recall products for any reason or be required to do so, CM will notify the supplier in question. Suppliers are obligated to provide support to CM with regard to determining the cause and extent of the problem. In the event of a recall, the supplier shall bear all costs and expenses associated with the recall.

9. Other provisions

The parties hereby agree that Zürich, Switzerland shall be the exclusive place of jurisdiction.

The contractual relationship between CM and its suppliers is subject to Swiss law.

April 2024

ETHIK KÜST ÄSTHETIK.