

B5: one-off pre-order offer at introductory prices

Translation of the German original v0.5 dated 20.10.2026. This remains a draft not cleared for signature and must be completed and reviewed before use.

The introductory prices relate exclusively to the one-off introductory offer for HAVERMA B5, a product in development, and to the quantity guaranteed under that offer. They are not usual or regular selling prices. CHF 6.80 per 100 pieces remains only a provisional, unconfirmed calculation basis. The final introductory price must be set before the offer opens; later reorders and regular sales are outside this offer.

Proposed conditional B2B pre-order and supply agreement for HAVERMA B5, a product in development, with an agreed annual quantity and partial call-offs. This template is not yet a binding offer. Before pre-orders open, it must be completed against the actual supply chain and legally reviewed. In particular, the fixed price, factory address, importer, project deadline and latest production date remain outstanding.

1 Contracting parties

Seller: Sébastien Hagen, trading as Hagen Versandmaterial (HAVERMA), Steinstrasse 66, 8106 Adlikon bei Regensdorf, Switzerland; s.hagen@haverma.ch.
UID: CHE-321.083.364 · VAT no.: CHE-321.083.364 MWST.

Buyer: Business / legal form: _____
Business address: _____
Authorised representative and role: _____
Email and billing address: _____

2 Individual contract details

Contract number / version: _____
Binding annual quantity Q in pieces (multiple of 100): _____
Final fixed net price per piece in CHF p: _____
Net goods value $Q \times p$ in CHF: _____
Named factory / collection address and country: _____
Pre-order closing date and time (Swiss time): _____
Latest binding date for production completion: _____

The call-off and delivery schedule, product specification and postal and manufacturer confirmations must be attached as dated annexes. No mandatory fields may remain blank and no mere calculation prices may remain in the version ready for signature.

3 Subject matter

White HAVERMA B5 bubble envelopes will be supplied in accordance with the jointly approved specification and reference sample. Current design status: 176 × 250 mm outside, 156 × 240 mm inside; 100 pieces per carton. Material construction, closure, printing, measurement method and permitted tolerances are defined bindingly in Annex 1. Concept images do not replace that annex.

Project conditions and annual deadline

4 Opening the project

Before pre-orders open, there must be written confirmation from Swiss Post, relating to the specific product version, of its suitability for the «Volumenbrief» postal service, and written manufacturer confirmation of compliance with the dimensions set for that purpose. The assessment must consider filling, closure, manufacturing tolerances and the finished mailpiece. A print-layout check alone is sufficient evidence only if its documented scope actually covers the required suitability.

The manufacturer must secure the confirmed requirements through measurable production specifications and an inspection rule. Non-conforming production goods must not be delivered as compliant. The confirmations are product-specific and do not amount to a general postal guarantee for every content, weight or future tariff.

5 Conditional agreement and collective target

After pre-orders open, the individual contract is concluded by signature of both duly authorised parties. The purchase and supply obligations are subject to the suspensive condition that, when pre-orders close, effective purchase commitments countersigned by HAVERMA cover at least 198,000 pieces. Exceeding 100% is permitted. Non-binding expressions of interest and notification requests do not count. Each quantity is counted only once. No buyer is obliged to cover another buyer's default.

The pre-order phase ends at the earlier of two times: one year after pre-orders open or 30 calendar days after the target quantity is first demonstrably reached. Even if the target is reached late, the phase never extends beyond the one-year limit. Opening, target achievement and the final closing date are documented and published. Subsequent loss of commitments does not automatically extend the period. Production is authorised only after the pre-order phase has validly concluded.

HAVERMA confirms fulfilment of the condition in writing, stating a verifiable total quantity. If the target is not reached, the conditional purchase and supply obligations lapse; an extension or continuation below the target requires the express agreement of the affected parties. No advance payments are required under this model. Amounts paid in error must be refunded.

6 Start and end of the supply period

T0 is the documented completion, after quality inspection, of contract-compliant production of the batch intended for the project. HAVERMA promptly communicates T0 and the calendar-calculated end of the twelve-month supply period in writing. The end may not be moved unilaterally by creating later batches. T0 must occur no later than the individually agreed production date.

The buyer undertakes to take delivery of its entire quantity Q within twelve months of T0. Payment is governed by clause 8. Reciprocally, HAVERMA undertakes to supply that quantity within the same period, in accordance with the contract and confirmed partial delivery dates. The annual quantity does not require a single delivery and does not renew automatically for a second year.

Call-offs, price and transport

7 Partial call-offs and agreed dates

Partial call-offs, delivery dates and locations, lead times and transport methods are agreed individually in Annex 2. Minimum call-off: one carton of 100 pieces unless expressly agreed otherwise. A pallet quantity is only a quantity reference and does not require pallet transport. The sum of all call-offs must equal Q; any final balance must be scheduled in good time before the deadline.

Call-off requests and date confirmations are made by email. Missing date confirmation, delay or failure to collect does not automatically count as delivery. HAVERMA may not bring dates forward unilaterally or invoice goods not made available. A delay by HAVERMA must not create an early payment obligation for the buyer. Buyer delays are addressed under clause 11.

8 One-off introductory price and payment

The introductory price entered in the individual contract is a fixed net price from the named factory in Poland, excluding transport, import duties/taxes, customs clearance and VAT. Those costs are added in accordance with the supply chain actually agreed. The introductory price applies only to annual quantity Q guaranteed under this project; excess quantities outside the agreement and later purchases require a separate price agreement. The provisional calculation basis is CHF 6.80 per 100 pieces (CHF 0.068 per piece); it is unconfirmed and expressly not a binding contract price.

If the total pre-order quantity increases, HAVERMA may reduce the unit price. A reduction is documented with its effective date and calculation basis and applies equally to guaranteed project quantities of existing buyers and those joining later. Project deliveries already invoiced receive a corresponding credit. Price increases for quantities already agreed are excluded. Without an announced reduction, the agreed fixed price remains; no specific discount formula is promised.

Each partial delivery is invoiced separately. Payment term: 15 calendar days from the agreed delivery date of that partial delivery. If HAVERMA causes later availability or delivery, the period starts only on actual contract-compliant performance. A verifiable invoice must be available; if received later, 15 calendar days remain from receipt. No interest on the entire annual goods value

before it falls due.

9 Transport and import

The buyer bears transport costs. HAVERMA helps select economically suitable transport options, particularly for small quantities, and considers consolidated shipments. The absolute lowest market price is not guaranteed. Costs, allocation of consolidated freight, service provider, insurance and time window are confirmed before commissioning. Consolidation may change confirmed dates only with consent.

Annex 2 must expressly specify who appoints the carrier, arranges loading and export, acts as importer, handles the customs declaration and when transport risk transfers. «Ex works» here describes a price basis and does not generally incorporate EXW or other Incoterms. An Incoterm clause applies only if the rule, version and named place are expressly agreed. Tax obligations follow the law; an agreement on costs does not change the person legally liable for tax.

Quality and performance problems

10 Quality and defects

HAVERMA remains responsible to the buyer for the agreed quality, even if production is performed by a third-party manufacturer. The postal confirmation, manufacturer undertaking, dimensions and tolerances, and reference sample form the inspection basis. Unilateral changes to format, materials or closure are prohibited insofar as they affect the agreed quality or postal suitability.

The buyer inspects the goods after receipt in the ordinary course of business and notifies HAVERMA promptly of apparent defects and of hidden defects promptly after discovery. Appropriate replacement delivery is agreed first; statutory defect rights remain, particularly if replacement is not provided, cannot reasonably be required or is impossible. No general exclusion of warranty. Postal rejection due to different contents supplied by the buyer must be assessed separately from a packaging defect.

11 Delay and quantities not called off

If delay is foreseeable, the affected party promptly informs the other party of the cause, affected quantity and expected duration. The other party may require performance and, where necessary, set a reasonable additional period. Statutory rights apply after that period expires without performance. If manufacture is delayed beyond the latest production date set in clause 2, the buyer may terminate the unperformed parts subject to the statutory requirements.

For remaining quantities not called off in time, the buyer receives a request with a reasonable additional period and a reasonable final delivery offer. No automatic invoicing of the full amount without goods being made available, and no deemed taking of delivery. Any storage costs, damages and other consequences are determined by an express individual agreement or by law; no contractual penalty is introduced. The duty to mitigate loss remains.

12 Extraordinary events

Events beyond the parties' control are communicated promptly with suitable evidence. The parties consider alternatives and an adjusted plan. There is neither an unlimited right to postpone nor automatic release from all obligations. Extensions beyond the final production deadline or the annual deadline require consent; statutory rights concerning impossibility and delay remain reserved.

13 No general returns arrangement

This B2B agreement grants no voluntary right of return merely because the goods are no longer needed. Complaints, defect rights, statutory termination rights and individually agreed cancellations remain unaffected. Project risk is not transferred entirely to the buyer through a blanket exclusion of liability.

Annexes and conclusion

14 Data and records

Contact details, contract versions, signatures, quantities and call-offs are processed to administer and evidence the agreement. Only aggregate piece counts and project status are published; names and individual quantities are not published without separate permission. The pre-order counter records only effective, countersigned commitments and is corrected if a commitment ceases. After T0, committed, already delivered and still outstanding quantities are tracked separately.

15 Governing law and amendments

Swiss substantive law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods insofar as validly agreed. Mandatory provisions remain reserved. Jurisdiction is initially governed by law; a different venue is to be entered only after separate review. Changes to quantity, price, deadlines and specification require agreement by both parties. Individual agreements take precedence over general project information.

16 Annexes for the final version

1. Approved specification with revision, tolerances, measurement method and reference sample.
2. Call-off schedule with quantities, dates, lead times, factory address, delivery locations, risk transfer, transport and importer.
3. Written postal confirmation with precise assessment scope and date.
4. Manufacturer confirmation of production conformity and quality assurance.
5. Final price, pre-order closing date and latest production completion date; evidence of authority to represent the parties.

17 Signing the final version

This draft is not cleared for signature. Only the fully completed and finally reviewed version will be signed by both parties by hand or using a suitable qualified electronic signature. Downloading this template, expressing interest or registering for a notification does not conclude a contract.

Place / date: _____

For HAVERMA: _____

Name and role: Sébastien Hagen, proprietor

For the buyer: _____

Name, role and authority to represent: _____

References cited in the original: Swiss Code of Obligations (SR 220), as at 01.10.2026, particularly contract formation, conditional contracts, sale and contracts for work; Fedlex: fedlex.admin.ch/eli/cc/27/317_321_377/de. Other sources: kmu.admin.ch (Swiss and EU law); post.ch/gut-zum-druck; FOCBS (business import checklist). Classification as a purchase and supply agreement is a reasoned drafting proposal; the actual contract and supply chain still require professional review before use.