

General Terms and Conditions (GTC)

1. General

1.1.

The contract shall be entered into upon receipt of the order pursuant to a quote, a price list or a similar previous order relating to a quote or price list. The right is reserved to have an order confirmation of the Supplier that is different from the order.

1.2.

These delivery terms and conditions shall be binding if they are stated to be applicable in the offer or in the order confirmation, or if the Customer has been given prior written notice thereof. Different terms of the Customer shall only apply if they have been explicitly accepted in writing by the Supplier.

1.3.

All agreements and legally relevant declarations of the contracting parties must be made in writing to be valid. Email and fax orders are equivalent to writing.

2. Scope of goods and services delivered

The goods and services of the Supplier are conclusively listed in the order confirmation including any annexes to same.

3. Plans and technical documents

3.1.

Brochures and catalogues shall not be binding unless otherwise agreed. Information in technical documents shall only be binding to the extent that they are expressly warranted.

3.2.

Each contracting party reserves all rights to plans and technical documents that it has handed to the other party. The recipient contracting party acknowledges these rights and shall not make the documents accessible either in whole or in part to third parties without the prior written authorization of the other contracting party or use them for a purpose other than the one for which they have been handed to it.

4. Prices

4.1.

All prices are net ex works, plus any chargeable Swiss VAT, without any deductions. The shipping terms shall be stipulated separately.

4.2.

The Supplier reserves the right to adjust the prices without prior notice if between the time of the offer and the contractual performance there is a change in the rates of exchange, prices of materials or other significant costs. There shall also be a reasonable adjustment in prices if the delivery period is subsequently extended for one of the reasons specified in Section 7 or as a result of the Customer's fault.

5. Payment terms**5.1.**

Payments shall be due within 30 days after invoicing and are payable at the Supplier's domicile without deduction of discounts, expenses, taxes, levies, charges, customs duties and the like.

5.2.

If the Customer fails to meet the agreed payment due dates it must, after the third formal reminder of the time of the agreed due date, pay interest of 4% above the relevant 3 month CHF-LIBOR. The right to compensation for additional loss or damage remains reserved.

6. Ownership**6.1.**

The Supplier shall remain the owner of all the goods it delivers until it has received payment in full.

6.2.

The Customer shall until the time it acquires ownership keep the delivered goods in safekeeping at its own expense and insure them for the Supplier against theft, breakage, fire, water and other risks. It shall in addition take all measures to prevent the Supplier's ownership claim from being either prejudiced or invalidated.

7. Delivery period**7.1.**

The delivery periods shall be stated separately in the "Conditions" document as general, non-binding delivery periods. Binding delivery periods require a separate written agreement between the Customer and Supplier. The delivery period shall commence as soon as the contract is entered into. It is complied with if by its expiry the goods have been dispatched or the report of readiness for dispatch has been sent to the Customer.

7.2.

The agreed delivery period shall be suitably extended:

a) if the Supplier does not receive in good time the information which it needs to perform the contract or if the Customer has amended the information subsequently, thereby causing a delay in the deliveries or services;

b) if obstacles arise which the Supplier cannot avert despite using due care, regardless of whether they arise with it, the Customer or a third party. Such obstacles include epidemics, mobilization, war, uprising, major business disruptions, accidents, labor disputes, late or deficient delivery of the necessary raw materials, semi-finished or finished products, the scrapping of important manufactured parts, official acts or omissions and natural events;

7.3.

The delivery period shall be suitably extended if the Customer or third party is behind schedule with the work to be implemented by it or in default with the performance of its contractual obligations, in particular if the Customer fails to comply with the payment terms, including those of previous orders.

7.4.

The Customer shall have no rights or claims for delay of the deliveries or services except those expressly specified in this Section 7. This limitation shall not apply to unlawful intent or gross negligence of the Supplier, but it shall also apply to unlawful intent or gross negligence of assistants.

8. Transfer of use and risk

8.1.

Use and risk shall pass to the Customer no later than upon departure of the deliveries ex works.

8.2.

If dispatch is delayed at the request of the Customer or for other reasons not attributable to the Supplier, risk shall pass to the Customer at the time originally provided for the dispatch ex works. From said time the deliveries shall be stored and insured at the account and risk of the Customer.

9. Inspection and acceptance of the deliveries and services

9.1.

Before they leave the factory, the Supplier shall subject the goods to an internal quality inspection and shall dispatch only defect-free goods. If the Customer requests more extensive inspections these must be agreed separately and paid for by the Customer.

9.2.

The Customer must inspect the deliveries immediately after receipt. The inspection must be made, using the Customer's own methods, individually for each lot that is delivered and having regard to the Customer's intended purpose. Any defects must be notified to the Supplier immediately in writing. If the Customer fails to do this, the deliveries shall be deemed to be approved after the expiry of 15 days after receipt of the goods.

9.3.

The Supplier must remedy the defects notified to it pursuant to Section 9.2 as quickly as possible and the Customer must give it the opportunity to do so.

9.4.

The Customer shall have no rights and claims of any kind for defects in deliveries or services except those expressly specified in this Section 9 and in Section 10 (Warranty, liability for defects).

10. Warranty, liability for defects**10.1.**

The warranty period shall be 6 months, commencing upon departure of the deliveries ex works. If dispatch is delayed for reasons not attributable to the Supplier the warranty period shall end no later than 12 months after the notification of readiness for dispatch. The Customer must prove that it has met his inspection and notification obligation pursuant to Section 9.2. The warranty period shall recommence for replaced or repaired goods. The warranty shall expire early if the Customer or third party makes inappropriate use of the goods delivered, starts using them after the expiry of any expiry date or stores them inappropriately, and, where a defect has arisen, if the Customer does not immediately take all appropriate measures to mitigate the loss or damage and does not give the Supplier an opportunity to remedy the defect. The Customer shall be obligated to store the goods correctly. It shall be responsible for providing evidence thereof.

10.2.

The Supplier undertakes upon written request of the Customer to either repair or replace as quickly as possible, whichever option the Supplier chooses, any of the Supplier's delivered goods which can be shown to have become damaged or unusable by the expiry of the warranty period. The Supplier shall become the owner of the replaced goods.

10.3.

Warranted characteristics are the specifications listed in the information sheets and where applicable other characteristics, provided these have been agreed. The warranty shall apply until no later than the expiry of the warranty period. Subject to any different written agreements, the Supplier provides no warranty regarding the intended purpose of the delivery. If the warranted characteristics are not provided or only partially provided, the Customer shall first

be entitled to immediate remediation by the Supplier. The Customer must allow the Supplier the necessary time and opportunity to do so.

10.4.

The Supplier shall not be liable to the Customer or third party for defects or loss or damage

- which arise due to a product that is not suitable or not qualified for the use.
- which arise due to misuse or mishandling of the product.
- which have been processed, modified or reprocessed in some way by the Customer or third party (e.g. by admixture into a formulation).
- which have arisen as consequential loss or damage from a defective product.

The Customer shall have no rights and claims for defects in material, construction or implementation or for the absence of warranted characteristics, except the rights and claims expressly specified in Section 10.1 to 10.5.

10.5.

The Supplier's liability and warranty shall not cover loss or damage that cannot be shown to have arisen as a result of poor material or defective execution, e.g. due to natural wear and tear, deficient maintenance, disregard of operating regulations, excessive use, inappropriate equipment, chemical or electrolyte influences, and due to other reasons not attributable to the Supplier.

11. Exclusion of further liability of the Supplier

All cases of contractual breaches and their legal consequences and all claims of the Customer, regardless of their legal grounds, shall be conclusively governed by these terms and conditions. In particular, all claims that are not expressly specified for damages, price reduction, cancellation of the contract or rescission from the contract shall be excluded. The Customer shall not under any circumstances have any claims for compensation for loss or damage that has not arisen to the deliverable itself, such as lost production, loss of use, loss of orders, lost profit, or for compensation for other direct or indirect loss or damage or consequential losses due to defects.

12. Venue and applicable law

12.1.

The jurisdiction in which the Supplier has its registered office shall be the competent venue for the Customer and the Supplier.

The Supplier shall, however, be authorized to take legal action against the Customer in the jurisdiction in which the Customer has its registered office.

12.2.

The legal relationship shall be subject to Swiss substantive law; the Vienna Convention on Contracts for the International Sale of Goods (CISG) of November 4, 1980 as amended on April 30, 2015 shall not apply