

General Terms and Conditions of Sale and Delivery

1 General

Our general terms and conditions of sale and delivery constitute an integral part of each agreement concluded between us and our customers. We shall not be obliged to abide by terms and conditions of purchase of the buyer, even if such terms and conditions have not been expressly contradicted by us.

2 Quotations, orders

With regard to price, delivery period and means of delivery our quotations are subject to change. Oral agreements shall only be construed as having been accepted after they have been confirmed by us in writing.

3 Use

The products supplied by us or by our agents are intended exclusively for the purchaser's own use, and may not be resold. Exceptions hereto are subject to our express consent.

4 Deliveries

Our calculations are based on the dimensions and weights determined by us prior to shipment. Partial deliveries are permitted. The delivery quantities agreed upon can have a tolerance of $\pm 15\%$ which the buyer is not entitled to file claims for incorrect quantities. Specially manufactured products are subject to special agreements.

5. Shipment

For the shipment the provisions of INCO-terms (latest edition) shall apply. In the case of carriage-paid delivery we have a free choice of transport routes and means of shipment. If the buyer desires a different transport route or a different means of shipment, in the case of carriage-paid delivery having been agreed, any costs exceeding those of the means of shipment selected by us shall be charged to the buyer's account. In the event of war, operational and traffic disruptions, impositions by authorities, force majeure, strikes and lockouts, deficiencies in raw materials and labour force which impair manufacture and/or shipment we shall be relieved of the obligation for the duration and extent of the obstruction, or we shall be entitled -even partially- to withdraw from the agreement, without such action constituting justification for the submission of claims for damages by the buyer.

6 Prices

The deliveries are calculated at the prices that have been agreed on. In the event of carriage-paid delivery, any increases in the freight cost rates shall be borne by the buyer.

Any and all processing costs of one-way packings are not included in the prices, and if necessary will be additionally charged to the account of the buyer.

7 Prices reservation

Prices are subject to change in the event of changes in the cost factors on which our prices are based.

8 Payment

Invoices are due for payment within 30 days; otherwise, the eventually special terms of payment agreed upon with the buyer shall apply. The expenses and expenditures associated with the payment procedures shall be borne by the buyer.

9 Delayed payment

In the event of delayed payment all claims from the business transaction can be filed immediately. In addition, we are entitled to charge the usual bank interests. Such interests are those to which trade credits are subject. It is not permitted to offset our claim against the buyer with a counter-claim.

In the event of founded doubts concerning the liquidity or credit-worthiness of the buyer -notwithstanding our other rights -we are entitled to demand prepayment for deliveries which have not yet been made.

10 Cancellation of deliveries

In the event that despite reminders the buyer does not fulfil his payment obligations, or if he disposes of the delivered merchandise in an inadmissible manner (cf. point 3), we are entitled to cancel any and all further deliveries to the buyer.

11 Reservation of proprietary rights

The supplied merchandise remains the property of the seller until complete payment of all receivables, even those which occur in the future. The seller is entitled to have a corresponding entry made in the reservation of title register at the place of residence of the buyer without the buyer's permission.

12 Technical data sheets

The buyer undertakes to peruse the technical data sheets supplied to him, and to observe the recommendations contained therein.

13 Deficiency complaints

The buyer expressly undertakes to inspect the delivered product for conditions and for suitability for the intended purpose under the respective production conditions. If the inspection is foregone, not carried out to the appropriate extent or if recognizable deficiencies are not reported to us immediately, but at the latest 14 days after receipt of the product, the product shall be construed as having been approved with respect to such deficiencies.

Deficiencies which are not recognizable shall be construed as having been approved if they are not reported to us immediately on discovery thereof, but at the latest before one year after shipment of the product has elapsed. Claims shall be filed in writing with indication of invoice number and batch identification. Products on which claims have been filed may only be returned with our express consent.

A duly filed and justified deficiency claim obliges us -taking the interests of the buyer appropriately into account -to arrange a price discount, correction or exchange of the product, or possibly to take back the product and to refund the purchase price. As the highest amount of the damage compensation, as a general rule, the purchase price of the amount of the product consumed by the buyer for which the claim was filed shall apply. SICPA-AARBERG shall not be held liable for consequential damages.

14 Liability

Claims of the buyer for compensation for damage due to delayed delivery or slightly negligent breach of our contractual or statutory obligations are excluded.

15 Packing / loaned containers

Unless special agreements are made to the contrary, one-way packings will not be taken back. To the extent that the buyer considers them to be useful for his own purposes, before using the packings for such purposes he undertakes to remove or render unrecognizable our company name and logo, as well as the designation of the product.

The returning of loaned packings is monitored by our container monitoring service. Charges will only be made in the event that the containers are not returned in good condition at the scheduled times, carriage paid, to the address indicated. Damaged loaned containers will be repaired or replaced, in which case the costs for the repair or replacement will be charged to the account of the buyer.

16 Governing law / Place of jurisdiction

The agreement shall be governed by Swiss law. The place of jurisdiction for all disputes arising between the parties to the agreement shall be CH-3270 Aarberg, Switzerland.

