

General Terms and Conditions of Sale and Delivery

General Terms and Conditions of Sale and Delivery

The following wording corresponds to the non-obligatory terms and conditions of the Association of the Plastics Processing Industry. In addition, the Incoterms in their latest version shall apply.

Scope

The following terms and conditions apply exclusively in B2B-transactions, including legal entities under public law, or special funds under public law.

I. Application

- Orders only become binding upon confirmation by the Supplier. Amendments and additions shall be made in text form. All offers are non-binding unless expressly designated as fixed offers.
- These Terms and Conditions shall also apply to future transactions within an ongoing business relationship, even if not expressly referred to, provided they were made available to the Customer in connection with a previously confirmed order by the Supplier.
- The Customer's terms and conditions shall not apply unless they are expressly accepted by the Supplier.
- If any provision of these Terms and Conditions is or becomes invalid, the validity of the remaining provisions shall remain unaffected.

II. Prices

- Our prices are net prices excluding the applicable statutory value added tax. Unless otherwise agreed, prices are ex works and do not include freight, customs duties, import-related charges, or packaging costs.
- If, after submission of the offer or confirmation of the order and prior to delivery, there is a significant change in the relevant cost factors, the Supplier and the Customer shall agree on an adjustment of the prices and the cost shares for moulds.
- Where the price is agreed to be dependent on the weight of the parts, the final price shall be determined based on the weight of the approved reference samples.
- The Supplier is not bound by previous prices for new (= follow-up) orders.

III. Delivery and acceptance obligation

- Delivery periods shall commence upon receipt of all documents necessary for the execution of the order, the advance payment and the timely provision of materials, if agreed. Upon notification of readiness for dispatch, the delivery period shall be deemed met, even if dispatch is delayed or impossible through no fault of the Supplier.
 - If the Supplier culpably fails to meet an agreed delivery date, and unless the delay was due to gross negligence or intent, the Customer may, after a reasonable grace period, demand delay compensation or withdraw from the contract. Delay compensation is limited to 5% of the delayed delivery value. Withdrawal is excluded if the Customer is in default of acceptance. The Customer shall retain the right to furnish evidence of a greater amount of damage.
 - Reasonable partial deliveries and quantity deviations of up to $\pm 10\%$ are permissible.
 - For call-off orders without agreed terms, batch sizes, or acceptance dates, the Supplier may, no later than three months after order confirmation, request binding specification of such terms. If the Customer does not comply with this requirement within three weeks, the Supplier may set a two-week grace period and, upon its expiry, withdraw from the contract and/or claim damages.
 - If the Customer fails to fulfil its acceptance obligations, the Supplier shall without prejudice to other rights not be bound by the provisions on self-help sales. Instead, the Supplier may sell the delivery item on the open market after prior notification of the Customer.
 - Events of force majeure entitle the Supplier to postpone delivery for the duration of the hindrance and a reasonable start-up period, or to withdraw from the contract in whole or in part due to the unfulfilled part. Force majeure includes, but is not limited to, strikes, lockouts and unforeseeable and unavoidable circumstances, which make it impossible for the Supplier to deliver on time despite reasonable efforts, e.g. operational disruptions; the burden of proof lies with the Supplier. This also applies if the aforementioned hindrances occur during a delay or at a subcontractor.
- The Customer may request the Supplier to declare within two weeks whether it wishes to withdraw from the contract or deliver within a reasonable grace period. If it fails to do so, the Customer may withdraw from the unfulfilled part of the contract.
- The Supplier shall immediately inform the Customer in case of force majeure as described in section 6. He shall keep any adverse effects on the Customer to a minimum, if necessary by surrendering the moulds for the duration of the hindrance.

IV. Packaging, shipping, transfer of risk and default of acceptance

- Unless otherwise agreed, the Supplier chooses packaging, shipping method and route.
- The risk shall pass to the Customer upon dispatch from Supplier's factory, even for carriage-paid deliveries. For delays attributable to the Customer, the risk transfers upon notification of readiness for dispatch.
- Upon written request of the Customer, the goods shall be insured at the Customer's expense against risks to be specified by him.
- Regardless of their legal basis and notwithstanding any transport law obligations of a recipient and, any and all Claims related to damages to the goods upon delivery may only be asserted, if the Customer has a damage report drawn up by the delivering carrier and submits it to the Supplier within 48 hours.

V. Retention of title

- The deliveries remain the property of the Supplier until all claims against the Customer have been fulfilled, even if the purchase price for specifically designated claims has been paid. In the case of current accounts, the retained title to the deliveries (reserved goods) shall serve as security for the Supplier's balance invoice. If, in connection with the payment of the purchase price, a bill of exchange liability on the part of the Supplier is established, the retention of title shall not expire before the bill of exchange has been honored by the Customer as the drawee.
- Any processing or treatment by the Customer shall be carried out on behalf of the Supplier, excluding the acquisition of ownership in accordance with (OR); the Supplier shall acquire co-ownership of the resulting item in proportion to the net invoice value of its goods to the net invoice value of the goods to be processed or treated, which shall serve as goods subject to retention of title to secure the Supplier's claims in accordance with paragraph 1.
- If the Customer processes (combination/mixing) the goods with other goods not belonging to the Supplier, the provisions of the Swiss Code of Obligations shall apply, with the result that the Supplier's co-ownership share in the new item shall now be deemed to be goods subject to retention of title within the meaning of these terms and conditions.
- The Customer is only permitted to resell the goods subject to retention of title in the ordinary course of business and on the condition that he also agrees a retention of title with his customers in accordance with paragraphs 1 to 3. The Customer is not entitled to dispose of the goods subject to retention of title in any other way, in particular by pledging them or transferring them as security.
- In the event of resale, the Customer hereby assigns to the Supplier all claims and other legitimate claims, including all ancillary rights, against its customers arising from the resale, until all claims of the Supplier have been satisfied. Upon the Supplier's request, the Customer is obliged to immediately provide the Supplier with all information and documents necessary to assert the Supplier's rights against the customers.
- If the goods subject to retention of title are resold by the Customer after processing in accordance with paragraphs 2 and/or 3 together with other goods not belonging to the Supplier, the assignment of the purchase price claim in accordance with paragraph 5 shall only apply to the invoice value of the Supplier's goods subject to retention of title.
- If the value of the securities existing for the Supplier exceeds its total claims by more than 10%, the Supplier shall be obliged, at the request of the Customer, to release securities of its choice to this extent.
- The Supplier must be notified immediately of any seizure or confiscation of the goods subject to retention of title by third parties. Any intervention costs incurred as a result shall in any case be borne by the Customer, unless they are borne by third parties.
- If the Supplier exercises its right of retention of title in accordance with the above provisions by reclaiming the goods subject to retention of title, it shall be entitled to sell the goods on the open market or have them auctioned. The assertion of retention of title and, in particular, the demand for return of the goods shall constitute withdrawal from the contract. Repossession shall be at the realized proceeds, but not exceeding the agreed delivery prices. Further claims for damages, especially for lost profits, remain reserved.

VI. Liability for material defects

- The quality and design of the products shall be determined by the samples, which shall be provided to the Customer for inspection by the Supplier upon request. Any reference to technical standards serves solely as a description and shall not be construed as any express or implied warranty of specific characteristics.
- If the Supplier has advised the Customer outside the scope of the contractual performance, it shall only be liable for the functionality and fitness of the delivered item if such advice was expressly confirmed in advance.
- Defects must be reported in writing without delay. In the case of hidden defects, notification must be made immediately upon discovery. Unless otherwise agreed, all warranty claims shall be subject to statutory limitation periods. In both cases, unless otherwise agreed, all

4. In the event of a justified notice of defect – whereby the samples approved in writing by the Customer determine the quality and design warranted – the Supplier is obliged to provide subsequent performance. If the Supplier fails to meet this obligation within a reasonable period of time or if a repair fails despite repeated attempts, the Customer is entitled to reduce the purchase price or withdraw from the contract. Further claims, in particular claims for reimbursement of expenses or damages due to defects or consequential damage, shall only exist within the scope of the provisions of VII. Upon request, replaced parts shall be returned to the Supplier carriage forward.

5. Unauthorized repairs and improper handling shall result in the loss of all claims for defects. The Customer shall only be entitled to carry out repairs and claim reimbursement of reasonable costs in order to prevent disproportionately high damage or if the Supplier is in default of defect rectification, and only after prior notification to the Supplier.

6. Normal wear and tear resulting from contractual use shall not give rise to warranty claims.

7. Recourse claims (in accordance with the Swiss Code of Obligations) shall only exist if the Customer's claim was justified and only to the extent permitted by law. This shall, however, not apply for goodwill arrangements not agreed with the Supplier. Any recourse claim shall require that the party entitled to recourse has fulfilled its own obligations, in particular the obligation to inspect the goods and notify defects.

VII. General limitations of liability

In all cases in which the Supplier is liable for damages or reimbursement of expenses – whether based on contractual or statutory claims and deviating from the above conditions – the Supplier shall only be liable if intent, gross negligence, or injury to life, body, or health is attributable to the Supplier, its executive employees, or vicarious agents. Strict liability under the Product Liability Act and liability for the fulfillment of a guarantee of quality remain unaffected. Liability for culpable breach of essential contractual obligations also remains unaffected; however, in such cases, liability shall be limited to foreseeable, contract-typical damages, except in cases of intent or gross negligence. The above provisions do not entail a shift in the burden of proof to the detriment of the Customer. Any liability—whether arising from contract, quasi-contract, or tort (including negligence)—is excluded to the extent permitted by law. This exclusion applies to direct, indirect, and consequential damages.

VIII. Terms of payment

1. All payments shall be made exclusively to the Supplier.
2. Unless otherwise agreed, the purchase price for deliveries or other services shall be payable without deduction within 30 days of the invoice date.
3. In the event of late payment, interest shall be charged at the statutory rate of 5 percentage points above the LIBOR rate+, unless the Supplier proves a higher loss. The Customer retains the right to prove a lesser loss.
4. The Supplier reserves the right to refuse cheques or bills of exchange. Cheques and rediscountable bills of exchange shall only be accepted on account of performance. All associated costs shall be borne by the Customer.
5. The Customer may only offset or assert a right of retention if its claims are undisputed or have been legally established.
6. Persistent non-compliance with payment terms or circumstances that raise serious doubts about the Customer's creditworthiness shall result in the immediate maturity of all claims of the Supplier. In such cases, the Supplier shall also be entitled to demand advance payment for outstanding deliveries and, after unsuccessful expiry of a reasonable grace period, to withdraw from the contract.
7. Payment terms for moulds are as follows: one-third upon order placement, two-thirds upon completion of the moulds and initial sampling.

IX. Moulds (tools)

1. The price for moulds includes the costs of one initial sampling, but excludes the costs of testing and processing equipment as well as modifications requested by the Customer. Costs for further sampling for which the Supplier is responsible shall be borne by the Supplier.

claims for defects shall become time-barred twelve months after transfer of risk. Where the Swiss Code of Obligations (OR) stipulates longer limitation periods as mandatory, these shall apply.

2. Unless otherwise agreed, the Supplier shall remain the owner of the moulds manufactured by the Supplier or a third party commissioned by it for the Customer. Moulds shall only be used for orders placed by the Customer, provided the Customer fulfills its payment and acceptance obligations. The Supplier shall only be obliged to replace these moulds free of charge if they are necessary to fulfil a warranted shot guarantee. The Supplier's obligation to store the moulds shall expire two years after the last delivery of parts produced with the mould and prior notification of the Customer.

3. If ownership of the mould is to be transferred to the Customer pursuant to an agreement, such ownership shall pass to the Customer upon full payment of the mould price. Physical delivery shall be replaced by storage on behalf of the Customer.

Irrespective of the Customer's legal claim for surrender and the service life of the moulds, the Supplier shall be entitled to exclusive possession of the moulds until the termination of the contract. The Supplier shall mark the moulds as third-party property and, at the Customer's request, insure them at the Customer's expense.

4. For moulds owned by the Customer under Clause 3 and/or moulds provided on loan by the Customer, the Supplier's liability for storage and maintenance shall be limited to the care exercised in its own affairs. Maintenance and insurance costs shall be borne by the Customer. The Supplier's obligations shall expire if the Customer fails to collect the moulds within a reasonable period after completion of the order and corresponding request. If the Customer fails to fully meet its contractual obligations, the Supplier shall in any case have a right of retention over the moulds.

X. Provision of materials

1. If materials are supplied by the Customer, they shall be delivered at the Customer's expense and risk, in proper condition and with a reasonable quantity surplus of at least 5%, and in due time.
2. If these conditions are not met, the delivery period shall be extended accordingly. Except in cases of force majeure, the Customer shall also bear any additional costs incurred, including production interruptions.

XI. Industrial property rights and legal defects

1. If the Supplier is required to deliver based on drawings, models, samples, or using parts provided by the Customer, the Customer shall be responsible for ensuring that no third-party intellectual property rights are infringed in the destination country of the goods. The Supplier shall inform the Customer of any known rights. The Customer shall indemnify the Supplier against any third-party claims and compensate for any resulting damages. If a third party prohibits the Supplier from manufacturing or delivering the goods by asserting its rights, the Supplier shall be entitled—without assessing the merits of the claim—to suspend work until the matter is resolved between the Customer and the third party. If the delay renders continuation of the order unreasonable for the Supplier, the Supplier shall be entitled to withdraw from the contract.
2. Drawings and samples provided to the Supplier that do not result in an order shall be returned upon request; otherwise, the Supplier is entitled to destroy them three months after submission of the offer. This obligation applies equally to the Customer. The party entitled to destroy the materials shall inform the other party in advance of its intention.
3. The Supplier shall retain any and all copyright and, where applicable, industrial property rights, including all rights of use and exploitation, in models, tooling, devices, designs, and drawings created by the Supplier or by third parties on the Supplier's behalf.
4. In the event of other legal defects, Clause VI. shall apply accordingly.

XII. Place of performance and jurisdiction

1. The place of performance and exclusive place of jurisdiction shall be Heiden, Switzerland. However, we are also entitled to take legal action against the Customer at its place of business.
2. At the Supplier's discretion, the place of jurisdiction shall be either the Supplier's registered office or the Customer's registered office, including for proceedings involving deeds, bills of exchange, and cheques.
3. Swiss law shall apply exclusively.