

## General terms and conditions

### 1. Preface:

The sale of our products and services is subject exclusively to the following General Terms of Sale. Divergent purchasing terms of the purchaser's are herewith expressly rejected. These terms of sale are deemed to have been accepted without reservation by the purchaser, even if he has previously raised objections to them, at the latest when he takes delivery of our products or accepts our services. Any other agreements that deviate from these terms of sale are only valid with our express prior consent in writing for every individual contract.

### 2. Prices:

Unless otherwise agreed, the prices are calculated on the basis of the current price on the day of delivery or performance plus the statutory rate of value-added tax. The prices are quoted ex factory or warehouse and include our standard packaging charges. The purchaser shall pay the delivery costs, unless otherwise agreed.

### 3. Dispatch and passing of risks:

The goods are always dispatched at the purchaser's risk. The risk passes to the purchaser as soon as the goods are handed over to the forwarding agent, at the latest when they leave our factory or warehouse.

### 4. Deliveries:

The delivery times quoted by us represent the probable dates of delivery which we shall endeavour to observe. Agreed delivery dates are only binding if all details of the order are clarified in advance and the purchaser duly fulfils all his obligations. If a delivery date that has been expressly agreed in writing is not observed due to our fault, the purchaser will grant us an appropriate extension period in writing. If we still fail to deliver during this extension period, the purchaser is entitled to withdraw from the sales agreement. Circumstances or events beyond our control that make deliveries delayed, impossible or unreasonably difficult, such as war,

intervention by sovereign powers, natural disasters, accidents, traffic breakdowns, operational stoppages, shortages of raw materials and power, strikes and lock-outs, even if they occur at our suppliers, release us from our delivery obligations for the duration of the disruption plus an appropriate set-up time. If it appears that the disruption will not come to an end within a reasonable period of time, we are entitled to withdraw from the contract either in full or in part without any obligation to deliver at a later date. If the purchaser defaults on acceptance or culpably fails to comply with other obligations, we are entitled to demand damages including the payment of possible additional expenses. We reserve the right to bring other claims.

### 5. Right of return:

Individually manufactured products or specially made products are excluded from the right of return.

### 6. Payments:

The payment terms are based on the price list of the customer. Payments shall be considered to have been made on time once the amount has been received by us and is at our unrestricted disposal. If the payment period is overdrawn or the full amount is not paid in time, the purchaser shall be considered to be in default, even if no reminder is sent, at the latest 30 days after receipt of the invoice. As soon as the purchaser is in default, we are entitled, without prejudice to any other claims, to charge interest on arrears at a rate of 8 %.

### 7. Property rights:

The goods supplied remain our property until the purchase price and all other existing or future claims from the transaction have been paid in full (goods under reserve). The purchaser is entitled to sell the goods under reserve in the course of his normal business as long as he meets his contractual obligations to us. He is not allowed to pledge the goods or use them as security; he must notify us without delay of any infringement of our property rights by third parties. If the purchaser does not fulfil his contrac-

tual obligations to us, we are moreover entitled to demand the return of the goods under reserve; in this respect the purchaser has no right of possession.

#### **8. Information and advice:**

All verbal or written information about the suitability of our products for certain applications is given in good faith. This does not exempt the purchaser from the obligation to verify for himself the suitability of the product for his intended purpose.

#### **9. Warranty claims:**

Before making any warranty claims, the purchaser must first have duly complied with the obligations relating to product examination and the proper complaints procedures. Warranty claims by the purchaser are not permitted if the defect was caused by the improper transport, storage, handling or processing of the goods supplied. Moreover, warranty claims are not permitted for natural wear and tear. If the purchased goods are legitimately defective, the purchaser is entitled at our discretion either to have the defect remedied or to receive a defect-free replacement. If this does not succeed in solving the problem, the purchaser is entitled at his discretion to demand a reduction in the purchase price or to be released from the contract. The period of limitation for warranty claims is 12 months from the delivery of the goods. In any case, the warranty is restricted to the maximum amount of the delivered or rather defective material value. Continental Grafix has the sole right to decide how to handle such a claim, either by credit, payment or replacement delivery in the same amount. Further claims on side of the customer are excluded. If the customer demands further claims, they will be conveyed to our liability insurance. The insurance decides finally about a possible liability claim.

#### **10. Liability:**

We accept liability for intent and gross negligence. We are also liable for any culpable breach of major contractual obligations; however, if a breach of major contractual obligations is

due to negligence, our liability is limited to the foreseeable damage associated with this type of contract. This does not affect our liability for culpable fatal or bodily injury or damage to health; this also applies to liability under the Product Liability Act and the Medical Preparations Act. Other claims for compensation are excluded.

#### **11. Place of performance:**

The place of performance for our deliveries is the respective place of dispatch. The place of performance for the purchaser's payment obligations is Baar / Switzerland.

#### **12. Use of images and content**

The use of images and content from our newsletter, web pages and social media channels is performed at the user's own responsibility.

#### **13. Applicable law and place of jurisdiction:**

All legal relations between the purchaser and us shall be subject exclusively to the relevant laws of Switzerland governing legal relations between domestic parties. Any legal disputes shall come under the jurisdiction of the courts at our place of business. However, we can also take legal action against the purchaser in the courts of the purchaser's place of general jurisdiction.

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