

**Area of applicability**

- 1) These terms and conditions for the sale and supply of goods are binding upon being brought to the attention of the Buyer and apply to all deliveries, services and tenders from CHT Switzerland AG. Should the Buyer have any terms and conditions contrary to those herein, those shall apply only if CHT Switzerland AG has expressly accepted them in writing. Acceptance of delivery of the goods or services shall be deemed evidence of acceptance of these conditions.
- 2) Any individual agreements in exceptional circumstances, including oral agreements, amendments and variations on these terms and conditions, must be confirmed in writing by CHT Switzerland AG.

**Tender and conclusion of the contract**

- 1) Our tenders are conditional and non-binding unless otherwise expressly referred to as binding or if it has been stated that they must be accepted within a specified period. Any documentation associated with the tender such as brochures, samples and details of weight are approximations only unless expressly stated otherwise.
- 2) CHT Switzerland AG is entitled to make amendments to the technical structure and chemical composition of the products within reason, taking into adequate consideration the interests of the Buyer.

**Prices**

- 1) All prices are net and do not include VAT. The weights, item quantities and volume which we or the upstream supplier have calculated shall be deemed authoritative unless the Buyer immediately objects thereto.

**Delivery**

- 1) The delivery shall be deemed on time if the goods have left the premises prior to the delivery date. The delivery date shall also be deemed as having been adhered to if the Seller has received notification that the order is ready for delivery and the Buyer fails to accept the goods within the delivery timeframe.
- 2) Any considerable unforeseeable operational issues, supplier delivery delays or cancellations outside the control of CHT Switzerland AG, including acts of God, shall extend the delivery timeframe accordingly insofar as they affect the successful delivery of the goods. CHT Switzerland AG shall inform the Buyer immediately when any such issues arise and when they have been resolved. Should they delay delivery by more than one month, the Buyer as well as CHT Switzerland AG shall be entitled, excluding all further claims, to withdraw from the contract regarding the quantities affected by the delivery problem.
- 3) Instalment deliveries are permitted insofar as they are reasonable from the Buyer's point of view. Generally, deliveries are supplied in standard packaging.

**Dispatch, transfer of risk, and packaging**

- 1) Unless otherwise agreed, CHT Switzerland shall select the shipping route and means of delivery, whereby the interests of the Buyer are to be appropriately considered. Unless otherwise agreed, the goods shall be delivered ex-works at the dispatch warehouse in accordance with Incoterms 2010.
- 2) Risk of destruction, loss or damage to the goods shall pass to the Buyer at the time of dispatch or, if they are to be collected, when the customer has been notified that they are available or available for dispatch.
- 3) Defective goods may be returned only with the express agreement of CHT Switzerland AG.
- 4) Should delivered goods fall under the Hazardous Substances Act, the Buyer shall, when storing and processing them, be obliged to comply with the product's safety specifications published by CHT Switzerland AG, or in case of resale to provide the Buyer with the appropriate data. Up-to-date safety specifications are available from CHT Switzerland AG. Insofar as the goods supplied by CHT Switzerland have been classified as dangerous, they may only be packaged and transported as designated and may also be stored and (further) delivered with labels specified for them only.

**Payment**

- 1) Invoices are payable in full within 30 days of their due date. Bills of exchange shall be accepted only in exceptional circumstances upon agreement and shall be payable only following calculation of all collection and discount fees. Payments shall be considered to have been made only when the money is available in the Seller's account.
- 2) The Buyer shall have the right of set-off or lien only if its claim is undisputed or legally enforceable. If the order is defective, the Buyer's right to assert counterclaims shall remain unaffected.
- 3) Non-compliance with agreed payment terms or other circumstances which according to customary banking standards indicate a worsening of the Buyer's pecuniary circumstances may result in any receivables owed to CHT Switzerland AG on the basis of the same legal relationship being due immediately. The Seller also reserves the right to require payment in advance of delivery for any goods not already delivered.

- 4) Overdue invoices are subject to a late payment charge of at least 5%. Retention or set-off owing to customer claims disputed by CHT Switzerland AG shall be excluded.

**Complaints, warranty, liability and limitations**

- 1) CHT Switzerland AG guarantees the Buyer that the supplied products shall not have any recognisable material or workmanship defects. That does not include damage owing to normal wear and tear, inadequate storage or non-compliance with storage requirements and improper handling or processing on the part of the Buyer or third parties.
- 2) Complaints regarding the quality or quantity of goods must be made immediately in writing to CHT Switzerland AG quoting the invoice and order number, product description and container markings, no later than seven days following receipt of the goods, or in the event of non-visible damage, no later than seven days following discovery.
- 3) The Buyer or the third party designated by it must carefully check the delivered items or products immediately after delivery. The Buyer, where necessary by means of a sample test, must check if the delivered goods are fit for purpose.
- 4) In the event of complaints which are justified and have been notified properly and in a timely manner, CHT Switzerland AG is entitled at its own discretion to provide a replacement or new delivery within an appropriate period. CHT Switzerland AG is entitled to make the rectification owed to the Buyer contingent upon the Buyer paying the outstanding sales price. The Buyer, shall, however, be entitled to retain a reasonable percentage of the sales price in relation to the defect. If rectification fails twice, is impossible, refused unjustifiably, or deemed unacceptable by the Buyer, the Buyer is entitled at its own discretion to reduce the sales price or withdraw from the contract. Should significant contractual obligations be breached, the claim for damages shall be limited to foreseeable damages typical of the contract. There shall be no liability for consequential loss owing to faults arising out of breach of duty.
- 5) Further claims are excluded. In particular CHT Switzerland AG shall not be liable for damage which did not occur to supplied goods, for reduced profit or for other economic loss. That does not apply to damage that is intentional or that has resulted from a key duty in the contract being breached through gross negligence. Liability for personal injuries under the Product Liability Act shall remain unaffected.
- 6) The foregoing liability exclusions also apply to the personal liability of employees, representatives and other vicarious agents.
- 7) The general limitation period for claims arising from material defects and defects of title is one year following delivery. If collection has been agreed, the limitation period commences as soon as the goods have been collected. The above-mentioned limitation period under the law governing the sale of goods also applies to the Buyer's claims for damages within and outside contract which relate to defective goods, unless the application of the conventional limitation period under law were in an exceptional circumstance to lead to a shorter limitation period.
- 8) If the Buyer demands compensation for allegedly damaged or defective goods, the Buyer shall no longer be permitted to use the goods and must make them available for inspection by CHT Switzerland AG. The Buyer is not entitled to return them to CHT Switzerland AG without its written approval.
- 9) CHT Switzerland AG's liability for defective products is limited to a specific sum of a) either the sum for the defective products included in the invoice or b) the sum that CHT Switzerland AG actually received from its own insurers (minus any deductions and set-offs) following a claim arising from an insurance policy, whichever amount is lower.

**Advice on application**

- 1) The Seller shall provide technical advice about how to use the goods to the best of its knowledge. Any information and details provided on the suitability and use of the products do not absolve the Buyer from its obligation to undertake its own checks and tests on the suitability of the goods for the intended procedures and purposes.
- 2) Furthermore, the Buyer must without fail comply with the specifications set out in the safety information sheet on handling the materials supplied and their field of application.
- 3) If the Buyer wishes to use the supplied goods for purposes other than those discussed or agreed, that will be possible only following substantial tests and checks as well as the provision of any official approval and/or certification that may be required.

**Retention of title**

- 1) CHT Switzerland AG shall retain ownership of the goods until payment has been received in full for all current and future claims arising from the sales contract and ongoing business relationship.
- 2) The goods subject to retention of title may not be pledged to third parties or charged by way of security prior to full payment of the secured claims. The Buyer must notify us in writing immediately if third parties have access to our goods and the extent of that access.
- 3) Should the Buyer breach the contract, in particular by failing to pay the outstanding sales price, CHT Switzerland AG shall be entitled to rescind the contract in line with applicable law and to require return of the goods on the grounds of retention of title and withdrawal from the

contract. Should the Buyer not pay the sales price, those rights may come into effect only if the Buyer has previously failed to pay within an appropriate timeframe or it is legally unnecessary to set out such a payment deadline.

- 4) The Buyer is obliged to store the goods that are subject to the retention of title and to prevent at its own cost any loss or damage thereto. For security purposes, it shall assign to CHT Switzerland in advance its claims arising from insurance contracts relating thereto.
- 5) The Buyer is authorised to sell on/use the goods subject to retention of title within the scope of a proper business transaction. In that event, the Buyer shall assign in writing to CHT Switzerland AG its claims from the further sale of goods subject to retention of title.
- 6) CHT Switzerland AG is entitled at its own cost to record retention of title in official registers and to satisfy all formalities in relation thereto. Insofar as is necessary, the Buyer commits itself vis-à-vis CHT Switzerland AG to undertake any precautionary measures on its part upon the initial request of CHT Switzerland AG.

#### **Intellectual property rights**

- 1) CHT Switzerland AG cannot guarantee that the products are free from third-party patent, copyright or design rights. If the Buyer uses the product in such a manner that it breaches the intellectual property rights of a third party, CHT Switzerland shall not be held responsible for that breach. The Buyer shall indemnify CHT Switzerland regarding all claims arising therefrom.
- 2) The Buyer is not permitted to use the CHT brand when selling or advertising its products unless CHT has given written permission in advance.

#### **Data privacy provisions**

- 1) CHT Switzerland AG has satisfied any data privacy provisions under law.

#### **Termination of the contract**

- 1) CHT Switzerland AG is entitled to delay the tendering of any orders or to terminate all contracts and agreements with immediate effect should an invoice remain unpaid in whole or part on the due date, if the Buyer fails to comply with the safety recommendations made by CHT Switzerland AG, if the Buyer fails to satisfy CHT Switzerland AG regarding other duties in contract in an orderly and timely manner, or if bankruptcy, insolvency or liquidation proceedings are pending against the Buyer. At the same time CHT Switzerland AG is entitled to demand the immediate payment of all liabilities, including outstanding payments, by their due date, notwithstanding any previous agreements and without affecting any other rights or compensation to which CHT Switzerland AG is entitled by virtue of the contract or rights.
- 2) Following termination of the contract, CHT Switzerland AG has the right to enter the Buyer's premises to remove the goods falling under the ownership of CHT Switzerland AG. The Buyer is obliged hereby to co-operate with CHT Switzerland AG.

#### **Place of fulfilment, jurisdiction and applicable law**

Place of jurisdiction for delivery and payment is Montlingen, St. Gall, Switzerland.

#### **The court of jurisdiction for any rights and obligations arising from this contract is 9462 Montlingen (Switzerland).**

This contract is subject to Swiss law. The United Nations Convention on the International Sale of Goods (UNICITRAL) shall not apply.

Should a provision in these terms and conditions for the sale of goods/delivery prove unenforceable in whole or part, the validity of the other provisions or conditions shall not be affected. An unenforceable condition shall be deemed to have been replaced by a new, enforceable condition approximating as closely as possible to the original economic goal.