

General Terms and Conditions of Sale and Delivery

1. Scope of application

- 1.1 These general terms and conditions of sale and delivery (hereinafter "Conditions") apply to all contracts relating to the sale and delivery of products of Schekolin AG (hereinafter "Schekolin") to its customers (hereinafter "Customer"), regardless of whether this is a single transaction or a series of transactions based on a framework agreement between Schekolin and the Customer. Any general terms and conditions of the Customer are valid only if they have been specifically accepted in writing by Schekolin. These Conditions nevertheless take in any case priority over Customer's different general terms and conditions.
- 1.2 All orders are accepted and performed on the basis of these Conditions. Differing agreements must be made in writing and apply only to the transaction for which they have been agreed.

2. Prices

- 2.1 Prices are agreed in writing and are quoted net exclusive of VAT.

3. Payments

- 3.1 Invoices are payable within 30 days of the invoice date without any deduction, save where otherwise agreed in writing.
- 3.2 Insofar as a discount has been agreed, this shall relate in every case solely to the net value exclusive of VAT. The invoice date determines the entitlement to the discount.
- 3.3 In the event of failure to comply with the agreed payment date, the Customer shall be deemed to be in default without any reminder on the part of Schekolin from the due date and shall be required to pay interest on late payments at the rate of 9 % per annum plus a flat-rate administrative charge for each case of default. Schekolin reserves the right to enforce further claims for damage.
- 3.4 If the Customer is in default, Schekolin is entitled to retain at any time orders which have already been placed and confirmed by Schekolin until all the due payments have been settled by the Customer. Moreover, in the event of default or if Schekolin has reasonable doubts as to the solvency of the Customer, Schekolin may require advance payment for all orders which have already been placed and also for future orders. All further rights of Schekolin in the event of default are reserved.

- 3.5 The Customer is not entitled to offset claims of Schekolin for the payment of purchase prices against any possible counterclaims.

4. Deliveries

- 4.1 All deliveries shall be governed by the EXW delivery condition according to the Incoterms 2010 of the International Chamber of Commerce, save where otherwise agreed in writing.
- 4.2 Delivery dates apply subject to unforeseen events. However, Schekolin excludes in full all possible claims by the Customer based on late deliveries (in particular claims for compensation).
- 4.3 If dispatch is delayed for reasons for which the customer is responsible or if the Customer declines acceptance, Schekolin reserves the right to store deliveries for the account and at the risk of the Customer on its own premises or with third parties.
- 4.4 Returns for which Schekolin was not responsible will be charged to the Customer.
- 4.5 Schekolin is entitled to make partial deliveries, save where otherwise agreed in writing.
- 4.6 Additional deliveries amounting to up to 10% of the agreed quantity are permitted. Deliveries of still larger quantities and shortfalls on delivery quantities shall be discussed and agreed with the Customer.
- 4.7 An order may only be cancelled with the written consent of Schekolin. Where order cancellations are accepted, Schekolin will charge a flat-rate handling fee.
- 4.8 Schekolin makes deliveries to the Customer on the basis of certified ISO 9001:2008 processes. Any other requirements of the Customer must be agreed separately in writing.

5. Warranty and liability

- 5.1 Schekolin guarantees the characteristics stipulated in the agreed product specification. All further guarantees extending beyond the contractual specification is excluded. Schekolin does not guarantee the purpose of use of the product intended by the Customer.
- 5.2 The Customer must verify the delivery immediately after it has been received. Complaints must be made in writing, before processing and no later than within eight days of receipt of the goods with a detailed description of the defects. In the event of hidden defects, the complaint must be made in writing, immediately

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after such defects are discovered, but no later than three months after receipt of the goods and before the product's expiry date, and with a detailed description of the defects. If the complaint is not made in a timely manner, in the correct form or is not adequately specified, no rights under warranty exist. In the event of a warranty claim, Schekolin is at liberty to make repairs or replacement deliveries. Claims of the Customer for potential damage, either direct or indirect, for rescission or for reduction of the purchase price are excluded. If Schekolin is unable to make a subsequent delivery or if this has been declined by Schekolin, the purchase price for the defective part of the delivery will be refunded. Complaints do not release the Customer from the obligation to comply with these Conditions.

5.3 Save for the warranty provided by Schekolin pursuant to the above sections 5.1 and 5.2, all liability arising out of, or in connection with, the contractual relationship between Schekolin and the Customer is excluded in full to the extent permitted by law.

6. Intellectual property rights / confidentiality

6.1 All intellectual property rights (copyright, trademarks, patent rights etc.) on or in connection with the products delivered remain vested in Schekolin.

6.2 All documents (including offers) and notes handed over by Schekolin to the customer together with the products delivered, or otherwise made available to the Customer in any form whatsoever, must be treated in strict confidence by the Customer and may not be disclosed in any way to third parties without prior written consent of Schekolin.

6.3 Insofar as Schekolin has delivered products according to specifications, models or other documentation handed over by the Customer, the Customer guarantees that no intellectual property rights of third parties are breached. If third parties prohibit Schekolin in particular from manufacturing and delivering such products on the basis of intellectual property rights, Schekolin is entitled – without however being obliged to verify the legal situation – to cease to that extent any further activity for the Customer. The Customer undertakes moreover to indemnify Schekolin against all claims of third parties made in this connection and to provide compensation for all damage Schekolin suffers.

7. Reservation of ownership

7.1 The delivered goods remain property of Schekolin until such time as the Customer has fully performed all its obligations. Schekolin is entitled to make use of this reservation of ownership without intervention of the courts by collecting the goods from the Customer at any time.

8. Further provisions

8.1 Amendments and additions to these Conditions are valid only if they are made in writing. This applies likewise to any waiver of the requirement of the written form.

8.2 Contracts between Schekolin and the Customer and individual rights and obligations resulting there from may only be transferred with the consent of the other contracting party.

8.3 Save where otherwise agreed in writing, the place of performance for all contractually stipulated deliveries and services is the registered office of Schekolin.

8.4 If one or more provisions of these Conditions is/are or become wholly or partially invalid, the remaining provisions shall continue to apply. The contracting parties will agree upon alternative provisions which approximate as closely as possible to the intended content of the invalid provisions.

8.5 All contracts shall be governed solely by Swiss law to the exclusion of the conflict of law rules set forth in Swiss international private law and to the exclusion of all international conventions, in particular to the exclusion of Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980). The ordinary courts of Zurich (Zurich I) shall have jurisdiction over any disputes arising out of, or in connection with, orders and deliveries of products of Schekolin. Schekolin reserves the right to take proceedings against the Customer at his registered office or place of residence.