



## General Terms and Conditions of Purchase

### 1. Scope

- 1.1 These General Terms and Conditions of Purchase shall rule the relationship between any party offering or selling materials and/or services (the Supplier) to Folien Fischer AG (the Purchaser). Any conflicting or deviating terms and conditions, especially any General Terms and Conditions of Sale of the Supplier, are herewith derogated, unless expressly accepted in writing by the Purchaser.
- 1.2 Supplier's costs and expenses arisen in connection with the establishing of offers shall not be reimbursed by the Purchaser, neither shall such an offer give rise to any claim of Supplier for the placing of an order by Purchaser.

### 2. Purchase orders

- 2.1 Purchase orders need to be issued in writing. Oral orders are not binding unless confirmed in writing by Purchaser not later than the following working day.
- 2.2 The agreed pricing as stated in the purchase order is binding and cannot be adjusted by one party alone. The price for ordered materials includes packaging, full costs for transportation to Purchaser's plant in Dottikon (Switzerland) transport insurance, customs duties, taxes and other levies. The price for ordered services includes procurement and usage of appropriate working and safety equipment and materials, authorizations and insurances of any kind, taxes and other levies, travelling expenses, board and lodging.
- 2.3 Purchaser retains ownership and copyrights to illustrations, drawings, calculations and other data made available to Supplier. Supplier shall use these data exclusively for fulfillment of purchase order and is not allowed to make such data available to third parties without prior written consent of Purchaser. The Supplier shall keep these data confidential and return them to Purchaser after completion of purchase order.

### 3. Delivery

- 3.1 All deliveries shall be performed by Supplier. Any assignment of actions of delivery is only binding for Purchaser with his prior written consent. An assignment of actions of delivery to third parties does not discharge Supplier from his contractual obligations with Purchaser.
- 3.2 The delivery date stated in the purchase order is binding. Partial deliveries are only permitted upon prior written consent of Purchaser. Supplier is obliged to notify Purchaser in writing without any delay if circumstances occur or become evident to Supplier from which follows that the delivery date cannot be met or is in danger. Such notification shall by no means be qualified to derive Purchaser's acceptance to a change of the contractual delivery date. A delay in delivery gives Purchaser the right either to claim compensation for the delay or to withdraw from the contract and to ask Supplier for indemnification, e.g. to reimburse Purchaser for any replacement purchases, loss of profit and further damage.
- 3.2 For each delivery, Supplier shall provide a bill of delivery containing order and article numbers, specification of materials and/or services, quantities, gross and net weight and a Certificate of Delivery (incl. safety data sheet) according to EN ISO 9001.
- 3.3 Supplier is obliged to immediately notify Purchaser of every even minor change in quality, manufacturing procedures, materials and sub-contractors. Irrespective of such notification, supplier guarantees consistent quality.
- 3.4 All deliveries of Supplier shall be executed DDP (Delivery Duty Paid) Dottikon (Switzerland), Incoterms 2010. Supplier is responsible for loss or damage of the goods until received and accepted by Purchaser.
- 3.5 Delivery of materials and rendering of services are accepted Monday until Thursday from 07.15 to 11.45 and 13.15 to 16.45, Friday from 07.15 to 11.45 and 13.15 to 15.45. No deliveries are accepted on weekends, on company holidays and on official holidays in Dottikon.
- 3.6 Supplier guarantees full compliance of delivered materials and/or services rendered with all relevant statutory provisions and standards, in particular with regard to the regulations applying in the European Communities and in Switzerland. Supplier guarantees usually expected and stipulated qualities as well as qualities mentioned in Supplier's data sheets, explanations, folders, advertisements and other information accessible to Purchaser. The warranty period lasts for five years as from Purchaser's acceptance of complete delivery.
- 3.7 Purchaser shall randomly inspect delivered materials and services for any obvious discrepancies in quality and quantity and notify Supplier of such discrepancies not later than 36 months after completion of delivery. In case of any faulty delivery, Purchaser is entitled, at his own discretion, to request full remedy of the defects at Supplier's cost within a reasonable period of time, or to request replacement of faulty delivery at Supplier's costs at a reasonable period of time, or to withdraw from contract and ask for indemnification by Supplier, e.g. for any replacement purchases, loss of profit and further damage. In case of particular urgency, Purchaser is allowed to remedy any defects by himself or any third party at Supplier's costs and risks.

### 4. Invoice and payment

- 4.1 Supplier shall issue an invoice not before full delivery is completed. Unless agreed otherwise in writing, Purchaser shall execute payment within 60 days after receipt of invoice. **Any assignment of the invoiced debt or of any other claim of Supplier against Purchaser to a third party is excluded.** Purchaser has the right to offset the invoiced amounts with any claims deriving from delayed or faulty delivery (as stated under paragraph 3 above) or any other legal entitlement against Supplier. In order to get coverage for such claims, Purchaser has a right of retention on any goods of Supplier and may sell them privately or commercialize them in another manner and to offset the revenue with the claims against Supplier.

### 5. Place of Fulfillment / Applicable law / Venue

- 5.1 Place of fulfillment for any obligation between Supplier and Purchaser is the legal domicile of Folien Fischer AG: Bahnhofstrasse 51, 5605 Dottikon, Switzerland.
- 5.2 The relationships between Supplier and Purchaser are **exclusively governed by the laws of Switzerland**. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated April 11, 1980, shall be fully derogated and shall have no effect on the relationship between Supplier and Purchaser.
- 5.3 The competent courts at the legal domicile of Folien Fischer AG in **Dottikon (Switzerland) are the only place of jurisdiction** for any disputes arising from the relationships between Supplier and Purchaser.

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Dated May 27, 2013