

General terms and conditions of sale and delivery of ALFA Klebstoffe AG

- 1 Introduction**
- 1.1 These "General Terms and Conditions of Sale and Delivery" apply to all contracts, sales, deliveries, orders and other services of ALFA Klebstoffe AG and its daughter companies, hereinafter referred to as "supplier". These conditions apply specifically to all offers made by the supplier. 4.5 pay 1.5% default interest per month. Unjustified cash discounts are charged subsequently.
- 1.2 "Customer" means any organization or person who enters into a contract/business relationship with the supplier in accordance with article 1.3 or who receives an offer from the supplier. 4.6 In the event of default by the customer, the supplier is entitled to initiate debt collection measures. All direct and indirect costs arising from the debt collection measures, including reminders, settlement negotiations and legal proceedings, shall be borne by the customer. In the event of default or delay of payment, all payment obligations of the customer towards the supplier become due immediately. Furthermore, the supplier reserves the right to suspend or cancel the orders in progress without paying any compensation to the customer and to claim compensation against the customer.
- 1.3 "Contract" means any written or oral business agreement which supplier concludes with customer and/or any obligations, contracts, understandings and/or documents resulting therefrom and/or are related thereto. 4.7 Payment must be made in the currency specified by the supplier without deductions (such as bank charges and currency exchange fees).
- 1.4 Conflicting or deviating terms and conditions of the customer shall not be binding to the supplier unless the supplier expressly agrees to them in writing. Even if the supplier executes orders with knowledge of such conditions this does not constitute agreement to these conditions by the supplier.
- 1.5 These Terms and Conditions supersede any and all terms of prior oral and written quotations, communications, agreements and understandings between the supplier and the customer in respect of the sale and delivery of the products and shall apply in preference to and supersede any and all terms and conditions of any order placed and any other terms and conditions submitted by the customer. Any communication or conduct of the customer which confirms an agreement for the delivery of products by the supplier, as well as acceptance by the customer of any delivery of products from the supplier shall constitute an unqualified acceptance by the customer of these Terms and Conditions.
- 2 Offer and contract**
- 2.1 Unless stated otherwise by the supplier, the supplier's quotations in whatever form are always without any obligation and not binding to the supplier and merely constitute an invitation to the customer to place an order. The supplier reserves the right to change prices and delivery options at any time until the written order confirmation.
- 2.2 Prices and conditions can be changed at any time after the offer has been made and before the offer has been accepted by the customer.
- 2.3 The customer is bound by the order sent to the supplier. The supplier is not bound by the order until it accepts and confirms the order in writing. The supplier shall be entitled to refuse a non-confirmed order without indicating the reasons. Verbal or written agreements and changes to orders that have been placed likewise always require written confirmation by the supplier in order to become valid.
- 2.4 Any general instructions and technical guidelines for use of the product (documentation, technical documents, labels) published publicly by the supplier on the subject matter/product at the time of conclusion of the contract shall also form an integral part of the contract.
- 2.5 A contract shall also be concluded when the supplier commences with its execution.
- 2.6 The supplier has the right to withdraw from the contract or revoke/change its confirmation to the customer's orders within 4 days after the contract is executed or the confirmation is made without the possibility of liability claims being asserted.
- 3 Delivery**
- 3.1 The prices and delivery conditions apply according to the written offer by the supplier. Delivery dates are estimates and shall always be non-binding/ without any obligations.
- 3.2 Unless otherwise agreed, delivery by the supplier is made by making the goods available or ready for dispatch at the supplier's warehouse and by informing the customer in writing. The risk after delivery is always borne by the customer.
- 3.3 Unless otherwise agreed, partial deliveries are permitted.
- 3.4 If goods cannot be dispatched to the customer through no fault of the supplier, the supplier shall store the goods at the expense and risk of the customer.
- 3.5 The delivery dates stated by the supplier are always non-binding/ without any obligation. In the event of late delivery, the customer must notify the supplier in writing and grant the supplier a reasonable time period to subsequently fulfil the delivery obligations. By setting a deadline, the supplier shall not be liable for damages vis-à-vis the customer and/or third parties.
- 3.6 The supplier has the exclusive right to decide on the means of transport.
- 4 Terms and payment**
- 4.1 Unless otherwise specified, prices are excluding value added tax (VAT) and ex works (ex Works, EXW, Incoterms 2020).
- 4.2 Any customs duties, taxes and other charges levied outside the suppliers' country of residence in connection with the delivery shall be borne by the customer.
- 4.3 The customer shall bear all bank charges incurred in connection with payments, letters of credit, bank guarantees, debt collection, creation and usage of documents, bill stamps, etc. The customer shall be liable for all bank charges incurred in connection with the delivery.
- 4.4 Unless specifically confirmed in writing by the supplier, payment terms are 30 days net from the date of invoice. From the 31st day, the customer is in default without the need for a reminder and must
- 5 Defect detection and complaints**
- 5.1 The customer has the obligation to check the delivery immediately after arrival on the customer's premises in regards to the correct quantity and quality of the delivery as well as the absence of defects. Quantitative complaints can only be accepted if they are noted on the copy of the delivery note. Defects must be reported to the supplier immediately after discovery (OR 201). If the customer has not sent a written complaint to the supplier within 7 days of receipt of the goods, the goods shall be deemed approved.
- 5.2 The customer shall accept customary in the trade deviations in the nature, quantity and packaging of the delivered goods within a tolerance of 10%. Material changes that only effect the external appearance, in particular the discoloration of the adhesive, are not considered defects.
- 5.3 For deliveries with defects, the supplier is only obliged to replace/repair the defective part of the delivery or can refund the value of the partial delivery as a credit note to the customer. Defects in parts of the delivery do not entitle the customer to reject the entire delivery. The determination of defects has no influence on the customer's payment obligation, in particular the payment deadlines/dates.
- 5.4 The customer shall store and return the defective goods in accordance with the supplier's instructions. The risk remains with the customer until the receipt of the returned goods by the supplier.
- 5.5 Any delivery costs incurred for the returns of the products with defects shall be borne by the customer.
- 5.6 Legal claims in connection with incorrect delivery shall become statute-barred after one year.
- 6 Warranty claims and limitation of liability**
- 6.1 Warranty claims regarding adhesives of the supplier for their suitability for the intended use and for the assured properties are limited to the shelf life stated in the type-specific data sheet. The warranty period starts from the date of delivery.
- 6.2 Warranty claims regarding equipment of the supplier, such as spray guns, pressure vessels, etc., is limited to one (1) year.
- 6.3 General conditions for the assertion of warranty claims:
- 6.3.1 Prior completion of the customer's payment obligations.
- 6.3.2 Any defects must have been reported to the supplier immediately in writing as described in section 5.1.
- 6.3.3 The defects are neither the result of work or actions carried out by the customer or third parties nor are they the result of external mechanical influences (including force majeure).
- 6.3.4 The retained sample shows unacceptable deviations after testing by the supplier.
- 6.3.5 The customer has complied with all instructions for the correct application, storage and processing of the goods in accordance with the instructions and technical guidelines (documentation, technical documentation, labels) valid at the time of delivery. The specifications, instructions and guidelines form an integral part of the sales, delivery and usage contract.
- 6.3.6 The customer has in a timely manner fulfilled all obligations that are necessary to return the defective goods, including import / export documents.
- 6.3.7 The rejected goods have successfully arrived back at the supplier.
- 6.4 The supplier's obligations in the event of a defect pursuant to clauses 5 and 6 shall be as follows, to the exclusion of any further claims:
- 6.4.1 Credit note for goods or replacement of defective products in the exclusive choice of the supplier. Credit notes may not be paid out in cash but shall be set off against purchases of goods.
- 6.4.2 Any liability on the side of the supplier for damage suffered by the customer as a result of defective products (subsequent damages) is excluded to the extent legally permissible. In any case, the customer will have to prove that the supplier is at fault – insofar as this is a liability requirement. Any liability is in particular excluded for damages arising from detection or rectification of defects or damages, as well as those caused by the customer while trying to prevent the threat of damage. The liability of the supplier, if any, according to this clause 6.4.2 is in any case limited to the maximum insurance coverage of the supplier.
- 6.4.3 In the event of a contractual breach, ALFA Klebstoffe AG rejects to the extent legally permissible any liability claims for purely financial losses, as well as for production stoppages, lost profit, loss of orders or other indirect damages.



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7 Liability / Liability for advice

7.1 All oral as well as written statements made by the supplier do not release the customer from its obligation to do its own examinations and tests. Due to the multitude of possible factors influencing the processing, application and results of the products of the supplier, no legally binding assurance of certain properties, suitability for a specific application or guaranteed result can be derived from information provided by the supplier. Any industrial property rights, as well as existing laws and regulations, must be observed and checked by the customer in its own responsibility.

7.2 The customer is exclusively responsible ensuring compliance with statutory environmental and employee safety regulation.

7.3 Advice and recommendations provided by the sales staff, applications engineers or administrative staff of the supplier regarding/during the processing of the products, is based on experiences, and is given to the best of the ability and experience of the supplier but does not relieve customers of its responsibility to perform tests itself.

7.4 The precautionary measures necessary when handling chemicals must be observed. Safety information can be found on the relevant safety data sheets publicly available. The supplier rejects any liability relating to this, unless in case of deliberate intent or gross negligence by the supplier. When the customers' buyer is involved, full responsibility for processing of the products and final quality of customers' products is borne by the customer, who remains the only party engaged in a contractual relationship with its buyers.

8 Force majeure, contract obstacles

8.1 Force majeure of any kind, unpredictable operation, traffic or shipping disruptions, fire, explosion, natural catastrophes, epidemics, pandemics, high or low water, unpredictable labour, energy, raw material or adjuvant deficiencies, strikes, lockouts, war, political unrest, terrorist acts, official orders, incorrect or not timely delivery by suppliers or other obstacles which ALFA Klebstoffe AG is not responsible for and which are outside its sphere of influence, which reduce, delay, prevent or render unacceptable the performance, availability or shipping, exempts ALFA Klebstoffe AG for the duration of the disruption from the obligation to provide its services.

8.2 In the case of partial or complete loss of sources of supply, ALFA Klebstoffe AG is not obligated to buy from unfamiliar/unknown third-party suppliers. In this case ALFA Klebstoffe AG is entitled to distribute the available quantities of goods as it sees fits, taking into account its own consumption needs and other internal and external delivery obligations.

8.3 If the events of force majeure pursuant to clause 8.1. persist for more than six (6) weeks and the disruption is not insignificant, ALFA Klebstoffe AG shall be entitled to withdraw from the contract/obligation in whole or in part. In this case payments already made by the customer will be reimbursed.

8.4 In the event of disruptions of a temporary nature, the delivery or service periods shall be extended or postponed.

9 Changes to specifications

The specifications listed in technical and commercial documents can be changed at any time without prior notice.

10 Returns

Returns (only complete and clean packages, as well as recyclable goods) are only accepted with prior agreement and credited after a laboratory test. A discount of 25% of the originally invoiced price is deducted for additional time and expenses. Disposal and freight costs are charged separately.

11 Retention of title and protection of intellectual property

11.1 The products are delivered under the retention of title. The items remain the property of the supplier until full payment of the purchasing price has arrived at the supplier and the supplier is entitled to enter the retention of title into the appropriate register without requiring the customers' participation or consent. The customer will for the duration of the retention of title protect the products supplied at its own expense and will insure them against theft, fire, lighting, water and damage from the elements. Furthermore it will take all necessary steps to ensure that the supplier's claim to title is neither diminished nor revoked.

11.2 Intellectual property, in particular know-how, drawings, quotations and other non-public technical and commercial information provided by the supplier to the customer shall remain the property of the supplier. This information may not be disclosed and/or passed on to third parties without the written consent of the supplier. In case of breach of this provision by the customer, the customer shall owe the supplier a contractual penalty of CHF 50,000 per breach of contract. This contractual penalty shall not affect the supplier's right to claim damages.

11.3 The customer acknowledges the patent, copyrights and other industrial property rights of the supplier, regardless of whether these apply under Swiss or foreign law.

11.4 The sale of products shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the products, and the customer explicitly assumes all risks of any intellectual property infringement

by reason of the use of the products, whether singly or in combination with other materials or in any processing operation.

12 Cancellation

12.1 The customer shall only be entitled to dissolve the contract if the supplier has committed a material breach of contract. The materiality of the infringement must be proven by the customer.

12.2 Contracts may only be terminated or amended with written consent of the supplier. The customer's wrongful non-acceptance or rejection of delivery or cancellation of the confirmed order shall entitle the supplier to claim full payment of the relevant order from the customer, in addition to any other damages caused by such action.

13 Suspension and Termination

13.1 If the customer is in default of performance of its obligation towards the supplier and fails to provide to the supplier adequate assurance of the customer's performance before the date of delivery; or if the customer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation or any bankruptcy proceeding shall be instituted by or against the customer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of the customer or if the customer enters into a deed of arrangement or makes any assignment for the benefits of its creditors, then the supplier may by notice in writing forthwith, without prejudice to any of its other rights:

13.1.1 Demand return and take repossession of any delivered products which have not been paid for and all costs relating to the recovery of the products shall be for the account of the customer; and/or

13.1.2 Suspend its performance or terminate the confirmed order for pending delivery of products unless the customer makes such payment for products on cash in advance basis or provide adequate assurance of such payment for products to the supplier.

13.2 In any such event of Section 13.1, all outstanding claims of the supplier shall become due and payable immediately with respect to the products delivered to the customer and not repossessed by the supplier.

14 Independent Contractors

14.1 The supplier and the customer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal and agent.

15 Applicable Law and Place of jurisdiction

15.1 Swiss material law applies to legal relationships between the supplier and customer, under the exclusion of the "laws of conflict provisions" and the UN Vienna Convention on the International Sale of Goods and related treaties.

15.2 The place of jurisdiction is Rafz (Zürich).

15.3 If mandatory legal provisions conflict with parts of these "General Terms and Conditions of Sale and Delivery" then the legal provisions shall apply. Should individual provisions thereby become ineffective, the most favorable regulation for the supplier shall apply. All other provisions shall remain unaffected and valid.

15.4 In the event of differences between this English version and the original German version, the German version shall always prevail.

16 Amendments

The ALFA Klebstoffe AG reserves the right to change these terms and conditions without notice. The amended terms and conditions take effect on the date of the resolution.

These General terms and Conditions of Sale and Delivery come into force on 01.10.2020