

INPLASTEC AG

1. Scope of application

Our general conditions of purchase apply exclusively; delivery and payment terms of the supplier which contradict or differ from our terms general conditions of purchase will not be accepted, unless we have expressly approved them in writing. Our general conditions of purchase also apply in cases where we accepted supplier's delivery without any reservations and in knowledge of the contradicting or differing delivery and payment terms.

2. Orders

- 2.1 Offers submitted by the supplier shall be free of charge.
- 2.2 Orders, agreements or modifications are only binding if effected or confirmed by us in writing. Unless agreed otherwise in the orders, the supplier is obliged to accept our orders within 3 working days from the date of the order.

3. Shipping and passage of risk

- 3.1 Goods shall be shipped by the supplier according to our shipping instructions to the shipping address indicated by us. A notification of dispatch shall be submitted in duplicate for each individual consignment to the respective shipping address on the day of dispatch. The notifications of dispatch, consignment notes and package markings must all bear the purchase order number, the request number, the receiving department and other comments requested with the order.
- 3.2 The relevant goods shall remain at supplier's risk until delivery to us is completed.
- 3.3 The supplier shall bear the consequences of false, incomplete or delayed freight documents. In case of non-fulfilment of the foregoing provisions, we are entitled to refuse the delivery.
- 3.4 The supplier shall be liable for any damages and costs which are the result of improper shipping (e.g. demurrage, shunting costs, etc.). Excepted are cases where the supplier can prove that neither he nor his vicarious agents are responsible for the improper shipping.
- 3.5 We are not liable for the outstanding costs of any transport insurance.

4. Delivery periods, delivery dates, delay

- 4.1 The term of delivery indicated in the orders is binding. Should it become apparent that the supplier will not be able to meet an agreed delivery period or date, the supplier must inform us immediately in writing, stating the reasons for and the expected duration of the delay.
- 4.2 If the supplier does not meet the agreed time of delivery, the supplier is in default without further notice.
- 4.3 We are at liberty to set the supplier a final deadline causing the respective legal consequences under statutory law (art. 107 Swiss Code of Obligations).
- 4.4 In the event of a default, the supplier owes to us a **contractual penalty** of 1 % of the compensation invoiced under the order per each day of delay; however such penalty is limited at 20% of the compensation. The payment of the contractual

penalty does not relieve the supplier of his contractual obligations. In the case of force majeure the contractual penalty does not apply.

5. Prices

- 5.1 Prices indicated in the orders are binding on you. These prices are net prices, i.e. they do not include the applicable value added tax.
- 5.2 Unless agreed otherwise in writing, prices include the price of delivery (*“free our works”*), including packaging. The return of packaging requires a separate agreement. In the exception that a price is agreed „ex works“, „ex warehouse“ or „excluding packaging“ we will only be responsible for the most favourable freight charges or packaging costs.

6. Invoicing and Payment

- 6.1 Invoices shall be submitted in duplicate for every order separately and must display the purchase order number. The supplier shall be responsible for all consequences of non-compliance with these obligations, unless the supplier can prove that he is not responsible for such non-compliance.
- 6.2 Payments shall be effected according to the conditions given in the order.
- 6.3 Payment of invoices does not imply a waiver of claims based on defects in regard to the delivery. A later notice of defects is not excluded by such payment.
- 6.4 We are entitled to rights of offset or retention according to the statutory provisions. The supplier is only entitled to rights of offset or retention against us if the claims are either undisputed or *res judicata*.

7. Assignment of claims

Without our prior written consent, the supplier is not entitled to assign the execution of the agreement or supplier's contractual claims under it to any third parties, whether in full nor in part.

8. Liability for Defects

- 8.1 The supplier shall be liable that supplier's delivery is of the agreed quality, fulfils the intended use, complies with recognised technical standards and is not in any way defective as to impair the value, merchantability or fitness for the normal or pre-destined use and is free from the rights of third parties.
- 8.2 We will be fully entitled to any statutory claims relating to defective goods. We are entitled, in our sole discretion, to claim repair of any defective goods and/or delivery of non-defective replacement goods. We expressly reserve the right to claim damages in relation to any defective goods, especially the so called „compensation in lieu of performance“ (*„Schadensersatz statt der Leistung“*).
- 8.3 We are entitled to conduct the remedy of defects at supplier's costs in case of imminent danger or particular urgency.
- 8.4 The period of limitation for claims for material deficiencies are subject to the statute of limitation of 2 years, beginning with the time of passage of the risk.
- 8.5 In case of the rectification of any defect, the period of limitation for dealing with material defects in any rectified goods will start running anew with the completion of the rectification; in case of rectification of defect by means of delivery of spare parts, this shall only be applicable for the spare parts. If the spare parts are

constitutive parts of the entire object that is being manufactured by the supplier, the period of limitation for dealing with material defects will start running anew for the entire object.

- 8.6 We are obliged to examine the delivery in a reasonable period of time for eventual discrepancies in quality or quantity. Our notifications of defect are in time if they have been made within 30 calendar days, starting with receipt of the delivery and, in the case of concealed defects, starting with their discovery.
- 8.7 In case of legal deficiencies the supplier shall in addition keep us harmless from eventual claims of any third parties. A statute of limitations period of 10 years shall apply to legal deficiencies.

9. Product liability and recall

- 9.1 In case claims are lodged against us on the basis of product liability, the supplier shall be obliged to hold us harmless of such claims insofar and to the extent that the damage was caused by a non-conformity of the subject matter of the contract delivered by the supplier.
- 9.2 In the case of liability which is depending on fault, however, this will only apply if the supplier is at fault. If the cause of the damage is within the supplier's area of responsibility, the onus of proof shall be on him to such extent.
- 9.3 In the afore-mentioned causes the supplier shall bear all costs and expenses, including the costs of a possible prosecution or recall action. Apart from this the provisions of the statutory law shall apply.

10. Place of Performance, Legal Venue and Applicable Law

- 10.1 The place of performance for all deliveries and performances is the location to which the goods must be delivered in compliance with the respective order.
- 10.2 The legal relationship between us and the supplier shall be governed by the substantial laws of Switzerland to the exclusion of the provisions of the Swiss Private International Law Statute and the provisions of the Convention of the United Nations dated 11.04.1980 on Contracts for the International Sale of Goods.
- 10.3 Any disputes and procedures which arise from or in the context of the contract shall be subject to the jurisdiction of the ordinary courts having jurisdiction at our registered headquarters. We are also entitled to sue the supplier at his general place of jurisdiction.

Inplastec AG, Kasimir-Pfyffer-Strasse 4, 6003 Luzern, Switzerland Dated: September 18, 2017