

1. General

- 1.1 These General Terms & Conditions are binding insofar as they are declared applicable in the offer, the contract of sale, the order confirmation or the invoice. Any other conditions of the buyer are valid only to the extent that they are expressly accepted by Sekisui Alveo in writing.
- 1.2 These General Terms & Conditions take precedence over the buyer's General Terms & Conditions.
- 1.3 All agreements and legally relevant declarations by the parties to the contract must be in writing to be valid.
- 1.4 If the General Terms & Conditions are available in more than one language, the German version alone is definitive.

2. Offers and Conclusion of Contract

- 2.1 The national contact persons of Sekisui Alveo are agents and are not authorised to conclude contracts in the name of Sekisui Alveo AG.
- 2.2 The contract of sale is considered to be concluded once Sekisui Alveo AG has confirmed acceptance of the order in writing. No order may be altered or cancelled after receipt of the order confirmation without written consent from Sekisui Alveo AG.
- 2.3 In the case of first-time customers, an operative contract is only concluded once the buyer has signed the provisional order confirmation from Sekisui Alveo AG and once the corresponding agent has received this document.
- 2.4 Offers which do not contain an acceptance period are not binding.

3. Scope of Delivery

- 3.1 With regard to the scope and execution of the delivery and service, the order confirmation is definitive. Additional charges will be made for any material or services which are not included therein.
- 3.2 Sekisui Alveo is entitled to make changes to the order confirmation upon consultation provided that these changes lead to improvements.

4. Regulations in the Country of Destination

- 4.1 No later than when placing the order, the buyer must notify Sekisui Alveo of legal, official and other regulations and standards relating to the execution of the delivery and services, to processes as well as to aspects pertaining to health and safety.
- 4.2 In the event of legal action being taken against Sekisui Alveo as a result of the buyer's failure to fulfil the aforementioned duty of notification, the buyer undertakes to fully indemnify Sekisui Alveo.

5. Prices

- 5.1 The prices quoted in the order confirmation are valid for 3 months. For deliveries later than 3 months as calculated starting from the date of the order confirmation, Sekisui Alveo AG reserves the right to adjust the prices prior to delivery.
- 5.2 Unless otherwise agreed, prices given by Sekisui Alveo AG shall be considered as net, "Ex Works" (EXW, Incoterms[®] 2010) including packing but excluding transport, insurance and VAT.

6. Terms of Payment

- 6.1 Unless otherwise agreed and confirmed, payments must be made within 30 days net starting from the invoice date.
- 6.2 The place of settlement for all payment obligations is Lucerne, Switzerland. The payments must be made by the buyer without any deduction for cash discount, expenses, taxes or fees of any kind. Other terms of payment must be agreed separately.
- 6.3 In the case of delayed payment, Sekisui Alveo AG is entitled to charge default interest in accordance with the interest rate charged by UBS AG, Lucerne, for unsecured credit in the relevant currency. In addition, Sekisui Alveo expressly reserves the right to assert additional claims.
- 6.4 In the case of delayed payment or if there are fears that the buyer will not be able to fulfil his payment obligations, Sekisui Alveo AG reserves the right to suspend planned delivery consignments with immediate effect and is entitled to demand advance payments for future

deliveries. If the advance payment is not received within 14 days of the assertion of this right, Sekisui Alveo AG is authorised to withdraw from the contract either in full or in part. Further claims remain expressly reserved.

6.5 The buyer is not permitted to offset debts against the Sekisui Alveo Group.

7. Proprietary Rights

7.1 Sekisui Alveo retains the proprietary rights for all goods delivered until full payment of the sales price. The buyer is committed to taking all necessary measures to protect the property of the Sekisui Alveo Group.

7.2 By concluding the contract, the buyer authorises Sekisui Alveo AG to inscribe the proprietary rights or make a notation in all public registers, books or suchlike in accordance with the relevant national legislation and at the expense of the buyer. The buyer undertakes to assist with this as far as required and to fulfil all formalities relating to this matter.

7.3 The buyer will keep the goods supplied in a state of good repair at his own expense during the proprietary rights period. He will be liable to Sekisui Alveo AG for theft, breakage, fire, water and other risks. He will, moreover, take all necessary measures to ensure that Sekisui Alveo AG's proprietary rights are neither impaired nor rescinded.

7.4 If the legal regulation in the country of the buyer is not sufficient for legally valid proprietary rights comparable to proprietary rights in Switzerland, the proprietary rights will be based on the specifications in the offer or in the order confirmation of Sekisui Alveo AG.

7.5 If no legal regulation in the buyer's country exists which is comparable to proprietary rights in Switzerland, Sekisui Alveo AG is entitled to demand a bank guarantee or similar security for the amount of the corresponding order at the time of the order confirmation and to refuse delivery until the aforementioned security is handed over in the original.

8. Date of Delivery

The date of delivery shall be adjusted as required if

- the information required to execute the order is not received by Sekisui Alveo in good time, or if this information is subsequently changed by the buyer
- payments are not made by the due date, letters of credit are opened too late or the necessary import licenses are not received by Sekisui Alveo in good time
- hindrances occur which Sekisui Alveo cannot avert despite taking the required care, regardless of whether these hindrances originate with Sekisui Alveo, the buyer or a third party. Such hindrances include occurrences of force majeure such as epidemics, mobilisation, war, revolution, serious breakdown in operations, accidents, labour conflicts, late or deficient delivery of the necessary raw materials, semifinished or finished products, the need to scrap important work pieces, actions or omissions on the part of the authorities and acts of nature.

9. Delay in Delivery

9.1 The buyer is entitled to claim compensation for damage caused by a delay in delivery, provided that the delay has been proved to have been caused by Sekisui Alveo and that the buyer is able to document a loss as a result of this delay. If the buyer is assisted by a replacement delivery, he cannot claim compensation for damage caused by the delay.

9.2 Compensation for damage caused by a delay in delivery shall not exceed 0.5 % for every full week of delay, and it shall not exceed a total maximum of 5 % calculated on the contract price of the delayed part of the delivery. The first two weeks of delay do not constitute grounds for a claim for compensation due to damage caused by a delay.

9.3 The buyer has no other rights or claims resulting from a delay in delivery or services other than those expressly stated in Articles 9.1 and 9.2.

10. Delivery

- 10.1 Sekisui Alveo almost always delivers the exact quantities of goods specified in the order confirmation. However, if increased or reduced quantities cannot be avoided, these must not exceed $\pm 10\%$.
- 10.2 The terms of delivery agreed with the buyer are specified in the order confirmation. In the absence of such an agreement, delivery is made "ex works" (EXW, Incoterms[®] 2010).
- 10.3 Transport risks are borne in accordance with the applicable terms of delivery (Incoterms[®] 2010). Complaints relating to transport must be recorded in writing by the buyer on the freight documents.
- 10.4 Sales in an EU Member State are made "ex works": depending on the applicable VAT legislation, different documents are required to prove that the shipment to another Member State actually took place. In the case of "ex works" sales, these documents will be provided by the customer. The buyer therefore agrees to present the relevant documentary evidence, when requested to do so by Sekisui Alveo, in order to prove that the goods have been delivered to another Member State. Such documentation may include:
- CMR
 - Registration number for the means of transportation
 - Invoice from the shipping company
 - Insurance documents
 - Written declaration that the recipient with a registered office in another EU Member State has received the goods
 - Name of the ferry or shipping company, airline number and, where applicable, the number of the trailer or container in which the goods were transported
- 10.5 The buyer accepts that, if he is unable to provide valid evidence of this shipment, this may result in Sekisui Alveo AG charging VAT and, if applicable, late-payment interest and fines insofar as these

are levied by the corresponding tax authority, and that these must additionally be paid by the buyer.

11. Warranty and Liability

- 11.1 Sekisui Alveo makes every effort to ensure that its delivered products are free from manufacturing and material defects and that they comply with the sales specifications.
- 11.2 Characteristics covered by warranty are those specified in the Product Sales Specification (PSS) and possible Customer Sales Specification (CSS) and those expressly specified as such in the order confirmation. The warranty applies as a maximum until the expiry of the warranty period.
- 11.3 Obvious defects of any kind must be reported by the buyer immediately upon acceptance of the goods. In this case, the buyer must grant Sekisui Alveo access to the goods, upon request, in order to inspect the defects.
- 11.4 Non-obvious defects of any kind must be reported by the buyer as soon as they become apparent and within a maximum of two (2) years from the delivery date.
- 11.5 Should defects appear, the buyer may demand a replacement delivery or correction of the defects by Sekisui Alveo during the warranty period.
- 11.6 If the product defect is not corrected by means of a replacement delivery or in some other way by Sekisui Alveo within a reasonable period (60 days), the buyer may demand a reduction of the sales price or cancellation of the contract.
- 11.7 The warranty expires prematurely if the buyer or a third party undertakes inappropriate modifications or processing steps, or if the buyer, in the event of a defect, does not immediately take all appropriate steps to mitigate the damage and give Sekisui Alveo the opportunity to correct the defect.
- 11.8 Excluded from the warranty and liability on the part of Sekisui Alveo are all damages which cannot be proved to be due to bad material or improper workmanship or which are due to other reasons for which Sekisui Alveo is not

responsible. Additionally, all consequential damages or losses caused by a defect are excluded.

11.9 The buyer has no rights or claims in relation to manufacturing and material defects or in relation to any failure to provide characteristics covered by warranty other than those expressly stated in Articles 11.5 and 11.6.

11.10 All cases of breach of contract and their legal consequences as well as all claims by the buyer, irrespective of their legal foundation, are conclusively regulated in these Terms and Conditions. In particular, unless they are expressly stated, all claims for compensatory damages, for diminution of the price, for termination of the contract and for withdrawal from the contract are excluded. Liability for consequential damage or loss is excluded insofar as there are no compulsory requirements of product liability law to the contrary. When Sekisui Alveo grants liability for consequential damages or loss as a gesture of goodwill on an individual basis, it is always without prejudice.

12. Governing Law

All legal relationships between the buyer and Sekisui Alveo are governed by Swiss law, without recourse to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13. Place of Jurisdiction

The court with jurisdiction for any disputes between the buyer and Sekisui Alveo is the ordinary court for the registered office of Sekisui Alveo AG, Lucerne (Switzerland). Sekisui Alveo also reserves the right to take legal action against the buyer at the court of competent jurisdiction for the buyer's registered office or at any other competent court of jurisdiction.