



GENERAL TERMS AND CONDITIONS

1. General

These General Terms and Conditions shall be binding if declared to be applicable in our offer, product/price lists or order confirmation.

Deviating purchasing terms and conditions will only be valid if and insofar as expressly accepted by us in writing.

In addition to these General Terms and Conditions, the provisions of the Swiss Code of Obligations shall apply.

2. Prices

Unless agreed otherwise in writing, all prices are quoted in Swiss francs, net without any deductions, exclusive of value-added tax and without transport costs, i.e. ex works Hans Kaspar AG. Any additional costs such as freight, transport packaging, insurance, customs duty, taxes, fees, dues and similar costs shall be borne by the buyer.

Price lists and offers shall only be binding for us during the specified periods. If an order confirmation is issued, it alone shall be authoritative. We reserve the right to adjust the prices due to changes in market conditions or exchange rate fluctuations.

Especially if the exchange rate of an agreed reference currency to the Swiss franc should change by more than 5 per cent in the period between the conclusion of the agreement and the delivery or should the commodity and material prices increase by more than 5 per cent in the same period, we may adjust the purchase price in the scope of the change.

3. Payment terms

The purchase price shall be paid within 30 days of the issue of the invoice to a bank account specified by us without deducting cash discount, expenses, taxes, dues, fees, customs duty or similar amounts. All bank expenses for over-seas transfers shall be borne by the buyer.

If the payment period is not complied with, the buyer shall be in default as of the end of the period, even if no reminder is sent. The buyer shall pay default interest amounting to 10 per cent/year on the arrears.

4. Delivery

Unless specified otherwise in the order confirmation, the delivery shall be made ex works through collection by the buyer. Delivery to another destination will only be made upon express request and at the expense and risk of the buyer.

We will do our best to comply with the delivery dates confirmed in writing. The agreed delivery dates shall be extended without any further consequences if hindrances should occur that we cannot avert despite having exercised due diligence; this shall also apply to hindrances that occur at our upstream suppliers. For example, such hindrances include unforeseen events in the form of force majeure, war, international tension, unrest, late or faulty delivery of the required raw materials, operational malfunctions, epidemics or labour conflicts.

In the event of culpable failure to comply with the agreed delivery period, we shall only be in default of delivery after a reasonable grace period of at least 20 days has been granted. Any obligation to pay damages shall be limited to intent and gross negligence.

5. Inspection of the goods and notice of defects

The buyer shall inspect the delivery within three days of the arrival of the goods at the destination and report any defects to us in writing without delay, as otherwise the goods will be deemed approved. If no inspection plan has been agreed in writing, the buyer shall comprehensively inspect the delivered goods for flawlessness and correspondence with guaranteed properties.

If we are responsible for the transport of the goods, the buyer shall indicate any transport damage on the receipt and report these to us within three days of the receipt of the goods, as otherwise the goods will be deemed approved.

Concealed defects may be reported until the expiry of the "best before" date specified on the delivered goods, at the latest within one year of the delivery. Concealed defects shall be reported without delay.

6. Warranty rights of the buyer

A representative sample of the goods objected to shall be sent to us along with the notice of defects. We may have the reported damage reviewed by our own staff or experts of our choice.

Our warranty obligation is limited to replacement. The right of revocation or reduction is expressly excluded. The buyer's right to damages is expressly excluded, unless damage is caused by intent or gross negligence.

Any warranty obligations will expire if the buyer modifies the supplied goods without our written approval or treats, uses or stores the goods incorrectly.

Warranty claims due to defects of the goods will expire at the end of one year following their delivery to the buyer.

7. Withdrawal

Cancellation of orders is subject to our express written consent and refund of all costs incurred.

We may withdraw from delivery obligations assumed if the buyer's financial situation has deteriorated significantly or is different from what we have been led to believe. The right of withdrawal shall exist especially if bankruptcy proceedings are instituted over the buyer or a person affiliated with or affected by the buyer, the balance sheet is deposited with the judge or a debt moratorium has been applied for.

Withdrawal by the buyer is only possible in accordance with section 4.

8. Place of fulfilment, jurisdiction and applicable law

The place of fulfilment is Zufikon, Switzerland.

The courts of Bremgarten, Switzerland, shall have exclusive jurisdiction over all disputes arising from this agreement.

Swiss law shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of law rules.

9. Authoritative original text

Should any differences arise between the German, French or English version of the GTC, the German original text shall be authoritative.