

General terms of sale and delivery

- 1 For all business transactions between the purchaser and DR. TRETTER AG, these general terms of sale and delivery shall apply exclusively. No deviations therefrom shall be accepted, unless they have been approved by us in writing.
- 2 All catalogues and offers by DR. TRETTER AG are subject to change without notice and are non-binding. Orders shall be binding upon DR. TRETTER AG only once they have been confirmed in writing. Unless the customer objects within 3 working days of receipt, the customer shall be deemed to have accepted the confirmation.
- 3 All prices are given in CHF (Swiss francs) ex-factory (freight collect), plus packaging. Express surcharges shall be borne by the purchaser. Unless cargo is a feasible option, we shall determine the delivery method. The delivery method chosen by us shall not provide a basis for claims against DR. TRETTER AG. If the sales prices are increased while an order is being placed, the customer shall be charged, without prior notification, the prices stated on the day of delivery.
- 4 All claims on the part of the purchaser – irrespective of their legal basis – shall lapse after 12 months.
- 5 The dispatch of goods shall be at the purchaser's risk and expense. Risks shall be transferred to the purchaser as soon as the goods are dispatched. Packaging shall be charged at cost price and cannot be returned.
- 6 Payments are to be made without any deductions within 30 days from the date of invoice. For larger orders or long production times, DR. TRETTER AG may demand a deposit as part of the confirmation issued. In case of defaults beyond the 30 days from the date of invoice, interest amounting to 5% above the current bank rate of the European Central Bank plus expenses shall be borne by the employee. Where bills of exchange are used, discounts and expenses must be borne by the party submitting the bills. All amounts given are exclusive of VAT.
- 7 Delivered goods shall remain our property until all outstanding debts have been settled, regardless of the legal basis from which they arose. In case of blending, mixing or completed installation, we reserve the right to seize the goods. Purchase price claims resulting from the resale of unpaid goods in violation of the contract shall, as a precaution and to the extent of the amount owed to us, hereby be ceded to us. As part of this cession, the purchaser shall be liable for the quality and collectability of the goods. In case of resale to a customer, this cession shall be made in full; in case of several purchasers, the cession shall reflect their relative shares.
- 8 To determine whether the agreed delivery period or delivery date have been complied with, the time the goods to be delivered left the factory or the time when the customer was informed that the goods were ready for dispatch shall be the relevant criterion.
- 9 Delivery times may be changed without prior notice – subject to the goods being unsold – and are to be regarded as approximations only. They exclude notice of default, claim for damages and withdrawal from the contract on the part of the purchaser.
- 10 For orders of goods with a value below CHF 100.00, a surcharge shall apply. The amount invoiced must not be less than CHF 100.00.

- 11 Complaints, provided they are not excluded in principle by the above terms, are only accepted within 8 days following receipt of the goods. In case of demonstrable material or manufacturing defects, we shall provide free replacements in the form of goods as originally ordered by the customer. Further claims for damages, notably price reductions, compensation for wages or other losses are excluded.
- 12 Changes in the economic situation do not constitute a reason for the purchaser to withdraw from the contract.
- 13 In the event that, as a result of disruption of operations in our production facilities or those of a sub-contractor – for example due to a lack of personnel or raw materials, etc. or incidents of any type over which we have no control –, delays are caused in the delivery of the services entrusted to us, we shall be entitled to extend the agreed delivery times accordingly.
- 14 All rights in relation to the objects (drawings, images, calculations, descriptions, models and other documents, information and aids) made available to the customer shall remain with DR. TRETTER AG. The customer undertakes to keep confidential production and business secrets of DR. TRETTER AG and objects entrusted to them. The customer also agrees neither to make unauthorised use of objects received from DR. TRETTER AG nor to place them at the disposal of third parties. Finally, the customer is under the obligation to return such objects to DR. TRETTER AG at first request.
- 15 Schaffhausen, Switzerland, shall be the place of fulfilment in terms of delivery and payment for both parties and the place of jurisdiction. This also applies to actions on bills of exchange.

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