

## General Conditions of Supply



These general conditions of supply are applicable to all consignments made and all services rendered by Weibel CDS AG. In case purchasing conditions of our customers differ from these terms, they shall apply only after having been expressly confirmed by us in writing. Acceptance of goods supplied shall be deemed as recognition of our terms.

All agreements and legally relevant declarations of the parties to the contract must be in writing to be valid.

### 1. Scope of supplies and services

All supplies and services are exhaustively specified in the order confirmation. Weibel CDS reserves the right to over- or undersupply up to 10% of the ordered volume.

Unless otherwise provided, packaging material cannot be returned.

### 2. Drawings, technical documents and tools

Drawings, photographs, dimensions and weights provided by Weibel CDS AG are only of approximate value, unless they have expressly been stated as mandatory. The customer shall be responsible for working drawings submitted by him not to violate patent rights of third parties. He shall keep Weibel CDS AG harmless against claims for compensation based on alleged patent violations that may be committed by Weibel CDS AG by using such drawings.

All information submitted shall not be made accessible to third parties or be reproduced, or be used for purposes other than agreed upon.

Tools and molds of all kind remain in all cases the property of Weibel CDS AG. This is especially applicable to tools and molds paid for in full or in part by the customer.

### 3. Delivery time

We do our best to keep the delivery terms stated. Due to the risks and peculiarities of working with polymers, these terms are, however, noncommittal, unless otherwise expressly stipulated. Our contractual obligations are subject to our being supplied by our subcontractors correctly and in due course of time.

The delivery time starts as soon as the contract is entered into, all official formalities such as, but not limited to, import or payment permits have been completed, payments due with the order have been made, any agreed securities given and the technical and quality points settled.

Compliance with the delivery time is subject to the customers' fulfillment of his contractual obligations and co-operation responsibilities.

In case of a delay, the customer may set Weibel CDS AG an additional period of time of at least 8 weeks if Weibel CDS AG is in delay in the performance of its deliveries or services, and may cancel the contract following its unavailing expiry. However, the customer is not entitled to any liquidated damages or claims.

#### **4. Prices, delivery and payment terms**

Prices charged for are those in effect on the day of delivery and are to be understood in Swiss Francs, ex works (Incoterms 2010), payable immediately, net cash, without discount, unless otherwise agreed upon. Quality certificates and samples are charged for separately and are not included in the price of the product. Transportation is solely at the customers' expense and risk. The customer shall be responsible for taking insurance against risks of any kind.

In case dates of payment are exceeded, all legal consequences of default take effect, without any prior formal notice. In particular, we reserve the right to charge interest at the rate applied from time to time by our bankers. Moreover, the total balance will be due for immediate payment regardless of any other terms of payment provided.

Additional quantities, as per article 1, shall be charged at the price agreed upon in the order confirmation. Weibel CDS AG reserves the right to amend prices according to the inflation rate applicable in case the wage rates or raw material prices vary between the submission of the quotation and the fulfillment of the contractual obligation. In addition, price adjustments shall apply if technical or performance requirements have undergone changes.

Goods supplied will remain our property until all of our claims, including also those arising in the future, have been paid in full.

The customer shall not be entitled to any rights concerning the return of packaging material or recycling of products delivered by Weibel CDS AG.

#### **5. Guarantee, liability for defects**

The guarantee period is 12 months and starts when the goods leave our works.

The customer shall inspect the goods within a reasonable time and shall inform Weibel CDS AG immediately in writing of any deficiencies as far as the parties have not agreed upon a different delivery and acceptance procedure in writing. Else the goods deem to have been taken over.

At its choice, Weibel CDS AG may replace the goods proved to be defective or refund the price paid. Products for which notification of defects has been given shall be delivered to Weibel CDS AG, at its request.

In no case whatsoever shall the customer be entitled to claim damages other than the replacement of the goods supplied. This specifically refers to, but is not limited to the loss of production, loss of use, loss of orders, loss of profit and any other direct or indirect consequential damages.

#### **6. Jurisdiction and applicable law**

All legal relationships between the parties will be exclusively governed by Swiss substantive law. Herisau, Switzerland will be the place of jurisdiction for both parties in all matters.

In case Weibel CDS AG appears as plaintiff, it will be entitled to enter an action also at the customer's place of business.

The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

Weibel CDS AG

Waldstatt, Switzerland, January 2012