

## General Terms of Sale

### 1. Applicability

These General Terms and Conditions of Etimark AG apply to all orders and commissions unless otherwise agreed in writing by both parties. If individual provisions of these General Terms of Sale should become invalid, this shall not affect the remaining provisions. Unless expressly approved in advance in writing, we do not accept the General Terms and Conditions, procurement terms or other conditions of business partners.

### 2. Prices

All prices are net prices exclusive of VAT and any delivery costs or transport costs. Our quotes and price lists are generally valid for 3 months. Prices are only binding insofar as deteriorating economic conditions do not compel us to adjust production and delivery to the changed circumstances.

### 3. Quantities

Excess and short deliveries of up to 10% may be possible for production reasons and may not be rejected. Excess and short deliveries are made without prior notice. The buyer is obliged to accept and pay for the goods that are within these margins in accordance with the confirmed unit price for the quantity that is actually delivered.

### 4. Delivered Materials

We do not guarantee the technical usability, the quality of the end product or excessive rejects of material supplied to us for processing by the customer or its suppliers. The material is stored at our premises at the buyer's risk.

### 5. Delivery Dates

Confirmed delivery dates may change if changes are made to the order details (material, quantity, layout, etc.) during the lead time. Late delivery of printed documents, unforeseeable delays in the delivery of materials by our suppliers, defective machinery and force majeure events justify a delay or interruption in the execution of the order. This shall not entitle the customer to cancel the order or to claim compensation. Transactions/contract orders have an agreed lead time but generally no defined delivery dates. Delivery will be made on call by the buyer. Remaining quantities will be delivered and invoiced one month after expiry of the agreed maximum lead time, with notification to the buyer.

### 6. Cancellation of an Order

If an order is cancelled, the customer shall bear all the costs that have accrued and have been incurred up to that point. The costs of materials that have been reserved/ordered for the order must be paid in full by the buyer even if the order is cancelled.

### 7. Warranty/Liability and Complaints

We cannot warrant the suitability of our products for the customer's intended purpose. Instructions for use, recommendations and suggestions made by our sales advisers are given to the best of their knowledge and are based on practical experience. However they are not binding and do not relieve the buyer of the responsibility to perform its own tests. Under no circumstances can liability be accepted for damage, detriment or lack of product suitability resulting from our recommendations. We undertake to deliver the quoted quality.

The buyer shall inspect the ordered goods immediately upon delivery. Any complaints about the quantity and condition of the goods shall be submitted in writing within 10 days, stating the reasons. We will replace

free of charge any goods that are shown to be defective or incorrectly processed at the time of delivery. By agreement, the purchase price may also be refunded and the goods that are the subject of the complaint returned. No other claims such as wages, penalties for delay, etc. will be accepted.

Warranty claims shall, in any event, expire 1 year after delivery of the goods to the place of performance.

To the extent permitted by law, no liability whatsoever can be accepted for indirect harm or consequential damages arising from defects in the goods, such as loss of profit, loss of output, claims by third parties, that exceed the value of the goods.

### 8. Tools, Printed documents and Intellectual Property

Tools and printed documents that are produced or procured by us shall remain our property and in our possession, even if they are invoiced to the buyer in full or in part. Printed documents comprises job files, fine drawings, proofs and printing plates. Unless specifically requested by the customer, tools and printed documents will only be kept for a maximum of 5 years. No refund will be given for tools and printed documents that become unusable as a result of technical developments. Printing plates can only be used for a maximum of 30 months due to material deterioration and will not be replaced by us. The creation of any new printed documents, printing plates and tools that are consequently required may be invoiced with subsequent orders.

Etimark AG retains the intellectual property to designs and developments. The buyer shall not use such designs and developments itself or pass them on to third parties without written consent and payment.

### 9. Print Approval of Printed Labels, Lids, Packaging and Customised Designs

The "Print Approval" signed by the customer is binding for the layout and text, and serves as the sole criterion for the authoritative for the printing. For colour printing, we must have received a contract proof that the customer has declared to be correct. Minor deviations in colour shall not be deemed a defect.

### 10. Terms of Payment, Late Payment and Default by the Buyer

Unless otherwise agreed, our terms of payment for invoices are 30 days net with no discount or other deductions. In the event of late payment with no reason given, a reminder charge of CHF 25.00 and late payment interest of 8% p.a. will be charged. Any debt collection charges shall be borne by the buyer.

In the event of default by the buyer, we reserve the right to suspend our services in respect of this order or any other orders, to retain undelivered goods and to demand late payment interest. This shall not prejudice our entitlement to enforce other legal rights in respect of late payment. We shall retain title to the goods until such time as full payment of the purchasing price is received (reservation of title). We reserve the right to provide payment records as a source of information.

### 11. Place of Performance and Assumption of Risk

The place of performance for both parties is CH-9472 Grabs/SG, Switzerland. The risk shall pass to the buyer upon signing the contract.

### 12. Jurisdiction

**In a deviation from the usual jurisdiction, the chosen place of jurisdiction is deemed to be CH-9470 Buchs, Switzerland, and the competent court is the Commercial Court of the Canton of St.Gallen in Switzerland.**