

1. Applicability

The following General Terms and Conditions of Sale and Delivery shall apply, if they are declared to be applicable in the offer or in the order confirmation of **KUNSTSTOFF-PACKUNGEN AG**, CH-8280 Kreuzlingen hereinafter „KG“).

Terms and Conditions of the customer/purchaser are not applicable to us even if we fail to explicitly decline them after receipt thereof by us.

2. Offers

All our offers are non-binding. The contract shall be deemed concluded once KG has confirmed the order in writing.

3. Confirmation of Order

Confirmation of order is exclusively decisive for determining the scope, quality and function of the goods. Services and guarantees which are not part of the confirmation of order are only binding once confirmed by KG in writing. In case of multiple delivery contract, the confirmed quantity of goods must be procured within one year (starting from the first delivery date mentioned in the confirmation of order) if no longer period for the procurement of goods is agreed upon. Once this period has expired, KG is entitled to choose between sending the goods not called-up to the customer/purchaser (including invoice) and claiming compensation for damage caused.

4. Delivery Date

Delivery dates are confirmed with reservation of unforeseen events and run from the date of the confirmation of order, provided that all documents to be obtained by the customer/purchaser are submitted and the agreed down payment is paid. If the KG is in delay of delivery, the customer/purchaser shall grant KG a reasonable extension of time to complete the delivery. The right of the customer/purchaser to withdraw from the contract due to a delay of delivery is excluded. Damages resulting from any delayed delivery incurred by the customer/purchaser will only be compensated if the delay has been caused by gross negligence or wilful misconduct by KG.

5. Delivery Quantity

Delivery quantities stipulated in the confirmation of order of KG are solely binding. Divergences in quantity of up to +/- 10% are customary in the industry, shall not be deemed as insufficient quantity and, therefore, shall not give rise to a claim against KG.

6. Prices

The price pursuant to the confirmation of order only applies for this order. In case of multiple delivery contract, after the expiry of one year KG is entitled to reasonably adjust the prices. Prices stated are per „ex works“. Prices do not include Value-Added Tax (VAT).

7. Shipment and Shipping Risk

The goods shall be dispatched at the customer's/purchaser's risk, ex works. For deliveries with a value of goods below CHF 1'000.-- postage and shipping costs will be charged separately.

8. Payment Terms

Invoice amounts are due and payable net (without a discount) within 30 days from the date of invoice. In case of any delay in payment KG is entitled to demand default interest; the interest is based on the interest rate on current accounts customary with major Swiss banks plus 2%. Tool costs will be due for an advance payment of 50% by the customer/purchaser upon receipt of the confirmation of order. All goods delivered remain property of KG until payment in full of the purchase price owed.

9. Call-up of the Goods

KG is entitled to invoice the goods not called-up within the agreed period and to demand from the customer/purchaser the procurement of these goods within 14 days. Once this period has expired, the goods not called-up shall be stored at the expense and risk of the customer/purchaser. KG may claim compensation for damage caused if the goods have not been manufactured.

10. Projects and Preliminary Studies

KG is entitled to invoice extra costs for preliminary studies, plans, samples and prototypes. Should no order be placed by the customer/purchaser, all the results as well as the intellectual property rights on all documents such as offers, blueprints, drawings, preliminary studies, plans, samples and prototypes, remain the property of KG. The customer/purchaser must not disclose such results and documents to third parties, independent of whether or not an order is placed by the customer/purchaser.

11. Tools

Tools always remain the property of KG. The customer/purchaser does not acquire co-owned or jointly owned property, even with an advance payment. Regarding the tools the customer/purchaser

has no right of surrender. Without express consent of the customer/purchaser KG must not deliver goods which have been manufactured using such tools to third parties. Costs of modifications and repairs of such tools shall be payable by the customer/purchaser and automatically extend the agreed period for the procurement. KG stores and maintains the tools free of charge during three (3) years after their last use. Once this period has expired, KG is free from all obligations and may freely dispose of the tools.

12. Defects of the Goods

Defects of the goods shall be notified in writing after no later than 10 days after delivery of the goods. To the extent allowed under the law, KG shall not be liable for hidden defects. If a defect is duly notified and demonstrated, KG is entitled to choose between delivering a replacement free of charge against return of the defective good and granting an appropriate price reduction. To the extent allowed under the law, any further claims are excluded (i.e. rescission of the contract and compensation for damages). KG is not liable for the suitability of the goods (i.e. packaging) with the customer/purchaser intended contents. KG has no obligation to examine whether the packaging is compatible with its contents. It is within the customer's responsibility to ensure that the ordered goods of KG are construed and produced in a way that they can be filled properly with its intended contents and that the intended contents can be properly stored therein. If extrusionblow-, injectionblow-molded-parts and injection-molded parts are delivered according to instructions from the customer/purchaser based on his proposals, templates, samples, models, specifications (incl. raw material) or drawings, KG's warranty shall be limited solely to the extent that the goods delivered have been manufactured in accordance with the instructions from the customer/purchaser. If components or raw materials, which are used for the production of the goods, are to be purchased via a subsupplier according to the instructions of the customer, KG shall not be liable for any breach of warranties or misrepresentations regarding such components or raw materials.

13. Outturn Samples

The unconditional approval of outturn samples or specially manufactured samples does exclude a later notice of defects if the delivered goods have been manufactured according to such samples. However, KG reserves the right to have certain deviations and tolerances regarding hardness and colour.

14. Intellectual Property Rights

Where KG has delivered goods/items based on drawings, models, templates and other documents provided by the customer/purchaser, it is the customer/purchaser who is liable that the intellectual property rights of third parties have not been infringed. The customer/purchaser undertakes to immediately indemnify KG for all and any third-party claims in connection herewith. KG reserves all its intellectual property rights on all documents and goods/items, which KG has prepared for the customer/purchaser; they may only be made available to third parties subject to KG's written consent as they may only be used by the customer/purchaser for its own purposes subject to KG's written consent.

15. Right to Withdraw from the Contract

KG reserves the right to withdraw from the contract, if delivery becomes impossible, is significantly impeded or cannot reasonably be expected due to force majeure, currency, trade-policy and other government measures, strikes, lockouts, economic fluctuations, unforeseeable operational disruptions, damage from fire and frost, delayed or defective delivery of the necessary raw materials, obstruction of traffic routes and other circumstances, which, without being caused by KG, etc., significantly complicate or render impossible the delivery. Where KG withdraws from a contract as a result of the aforementioned occurrences, customer/purchaser has no right to claim damage compensation. In the event of increases in material prices or wages or when using alternative materials, KG is entitled to raise the purchase prices instead of withdrawing from the contract.

16. Place of Performance, Jurisdiction and Applicable Law

Place of Performance and place of jurisdiction is KREUZLINGEN. KG reserves the right to take legal action against the customer/purchaser at its place of registered office or residence. This contract is governed by and shall be construed in accordance with the internal laws of Switzerland (excluding Swiss Private International Law and international treaties, in particular the Vienna Convention on the International Sale of Goods).