

## General terms of delivery of the Printcolor group

### 1. Scope of applicability

- 1.1. All orders are accepted and executed exclusively according to the following general terms of delivery. By passing an order, the buyer accepts these general terms of delivery and refrains from advancing his own general terms of business. These terms of business cannot be considered as agreed upon even if Printcolor does not expressly oppose to them or executes an order. Special agreements which alter or supplement Printcolor's general terms of delivery are only valid if confirmed in writing by Printcolor.
- 1.2. The legal invalidity of one or more provisions of these terms of delivery does not affect the validity of the remaining provisions.

### 2. Offers and delivery

- 2.1. All offers are submitted without obligation. The order of a buyer is only considered as accepted if it is confirmed either in writing or by executing the order. The buyer carries the risk of incorrect transmission of changes or supplements or of agreements with sales or technical advisors if they are transmitted by phone, verbally or by electronic means.
- 2.2. The descriptions and specifications in catalogues, price lists and other documents describe and explain the products mentioned therein. The information could be incomplete or inexact and cannot be considered as a guarantee for individual features.
- 2.3. Delays in delivery do not allow the buyer to claim damages or to refuse acceptance of the goods. Printcolor reserves the right to carry out partial deliveries if the complete delivery is delayed.
- 2.4. The buyer accepts a tolerance of +/- 10% on the ordered quantity if he orders a special version, mixture or standard products being filled in other than standard containers.

### 3. Terms of payment / Ownership

- 3.1. The invoices are payable 30 days net after the date of issue. Cash discounts are not accepted.
- 3.2. If payment is delayed, and after a reminder has been sent, a default interest of 7% p.a. is owed, starting from the due date.
- 3.3. The goods are delivered under **an extended reservation of proprietary rights** and Printcolor remains the owner of the goods until they have been completely paid for.
- 3.4. The buyer authorizes Printcolor expressly to register a retention of title ("Eigentumsvorbehalt") in the retention of title register.

### 4. Packing / Risk transition

- 4.1. Printcolor determines the kind of packing, the mode of shipment and way of transport.
- 4.2. Once the goods have been handed over to the first carrier, they are being transported at the buyer's own risk, even if Printcolor is paying for the freightage.
- 4.3. Claims for damages in transit are therefore to be addressed by the consignee/buyer directly to the carrier.

**5. Liability for defects, compensation and application advices**

- 5.1. Printcolor guarantees a proper composition of the delivered goods and, if expressly agreed upon, their suitability for the intended purpose. No further guarantee can be given, in particular not
- 5.1.1. for the processing of the material and the results therefrom
  - 5.1.2. for the continuity of a quality which, from the point of view of the buyer exists, but has not been recognized or been considered as irrelevant by the seller and has therefore not expressly been assured
  - 5.1.3. when the products are used on treated or untreated material which is only similar to the one for which an assurance has been made
  - 5.1.4. for the use of the products for a purpose unknown to or not foreseen by the seller
  - 5.1.5. for any kind of consequential damage.
- 5.2. Data and information given by Printcolor are noncommittal and represent no warranties of certain characteristics.
- 5.3. Printcolor's liability is limited in each case to the value of the supplied goods.
- 5.4. All data and information concerning suitability and application of the goods does not free the buyer from his own examination and investigation of the inks before commencement of production on color shade, adhesion and other characteristics.
- 5.5. Notices of defect for immediately visible defects are to be made in writing immediately before use or mixture of the goods, at the latest 8 days after receipt of the goods. Hidden defects must be announced in writing within one week after detection. In all cases, the warranty claim expires 6 months after receipt of the goods.

**6. Force majeure**

- 6.1. All incidents and events beyond Printcolor's control and influence are considered as force majeure and releases Printcolor from any guarantee and delivery obligation.

**7. Place of fulfillment / place of jurisdiction**

- 7.1. Place of fulfillment for rights and duties of both parties and **exclusive place of jurisdiction** for all disputes are the headquarters of Printcolor (**8965 Berikon**) and **Swiss law** is applicable exclusively, whereas the regulations of the **United Nations Convention on Contracts for the International Sale of Goods (CISG)** are expressly excluded.

Berikon, 18.10.2011