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This document contains the following information:

- General terms and conditions of sales and delivery, Sihl GmbH, Düren
- General terms and conditions of business and delivery, Sihl AG, Bern
- General terms and conditions of purchase Sihl AG, Bern

General Terms and Conditions for Sale and Delivery

- General:**
 - Only our General Terms and Conditions of Sale and Delivery apply to offer, order confirmations, deliveries, and services, including under future business relationships. Contracting terms and conditions are hereby expressly not recognised unless there is a further discrepancy in the individual case. The terms and conditions of the client require our express written consent.
 - Supplementary terms and conditions may also apply as a priority for the delivery and provision of products not manufactured by us.
 - The following terminology applies for general sales and delivery terms and conditions: Terms and conditions, terms and conditions of delivery = these General Terms and Conditions of Sale and Delivery; client = the customer or, if not independently, principal or other contractual partner as an entrepreneur in the sense of Articles 14 and 310 German Civil Code; "we", "us", "our" = we as the user of the terms and conditions who provide the client with the deliveries and/or services; goods = the goods, work or service owed based on a contract entered into verbally, in writing or in another manner, or based on a legal relationship similar to a contract.
- Offer orders**
 - Orders by the client are not binding on us until they have been confirmed at least in writing (§ 126 b BGB German Civil Code) or by electronic means having been entered in our EDP system. Where we make offers, they are non-binding and understood as ex works. All pricing details are regarded as plus statutory Value Added Tax at the time of delivery/service. Offers are valid for two weeks after receipt. Offers and order confirmations are subject to proper and timely self-delivery by our supplier unless we are responsible for delayed or non-performed delivery by the supplier.
 - Amendments to an appropriate price adjustment or confirmation being made are only possible within 48 hours of receipt of the order confirmation by the client. Changes to orders are excluded where the goods have either already been produced due to the order, or where production of the goods has commenced. The same applies accordingly to services to be provided by us. Otherwise, all agreements and ancillary arrangements outside of an order require an order confirmation or a quote by us in writing.
 - With deliveries and services that occur later than 4 months after entering into the contract, we are entitled to adjust the price accordingly. With a continuing obligation, an appropriate price adjustment is possible at any time in the event of rising costs.
 - We reserve copyright and rights of title to illustrations, drawings, calculations, technical datasheets, formulae and other documents. The client must have our express written consent before disclosure of third parties.
- Delivery/service**
 - Our delivery/service is ex works. With retail goods, also at our discretion directly to wholesalers or manufacturers. Compliance with our delivery duty requires the prompt and proper performance of the obligation of the clients. In particular, the client shall make the information and order data available in good time and in full. Returns are only made after consultation with the client at its risk and on its account. Where the goods are not collected on time in part or in whole when made ready, we are entitled to stop the contract at the risk of the client. In this event, risk is transferred when the goods are made ready for the ordering party by notifying readiness for collection.
 - Where the delivery/service is free of carriage, the client shall immediately ensure that all preliminary work necessary for the delivery/service has already been performed, and the delivery/service can occur there without delay. Waiting times and additional costs may be invoiced to the client.
 - Where we are to deliver the goods, we are entitled to select the transport type and route at our own discretion. Shipping is from our plant in the name of and on behalf of the client in a manner that appears favourable to us, however without a guarantee for the most secure, cheapest and quickest carriage. Risk is transferred on handover of the goods to the natural person or legal entity (e.g. haulier) determined for performing shipment.
 - All deliveries are made ready in packaging usual for commerce, which is not taken back unless statutory provisions state otherwise. We are entitled to insure the goods at the cost of the client against theft, breakage, water and other damage/transport damage, unless the client is shown to have to have taken out insurance.
 - With delivery contracts on demand, where the respective partial quantities to be delivered are not retrieved or assigned in time, after a grace period has gone unheeded, we are entitled to deliver ourselves and deliver the goods, or to back away from performance of the partial delivery or, as may apply, outstanding performance under the contract, a demand compensation due to non-performance in its lieu thereof.
 - The creation of security stocks of goods to be stored for clients without an order being placed requires express agreement, and occurs based on payment normally invoiced by us.
 - Standard certificates and test reports for production processes and goods (e.g. DIN ISO certification) are made available at the request of the client. We issue all other certification over and beyond standard certificates and reports against reimbursement of the required costs.
- Delivery/service time:**
 - Delivery deadlines and service times stated by us, even if stated in the order confirmation, remain non-binding unless expressly agreed in writing (§ 126 b BGB German Civil Code). To the best of our ability we will endeavour to keep to delivery and service periods. Delivery periods commence on receipt of our order confirmation and before all details for performing the order have been clarified, all conditions to be met by the client have been complied with, and all information has been provided. The same applies to delivery deadlines.
 - We are entitled to early and partial delivery. The day of notifying readiness for shipping is regarded as the day of delivery. Otherwise it is the day the goods are sent.
 - The delivery/service period is extended appropriately in the event of incidents beyond our control, such as strikes, energy outages, traffic jams, failed self-delivery, force majeure etc. The same applies if corresponding events occur with our subcontractors. The client is only entitled to withdraw from the contract with delivery/service periods set as binding in consideration of the aforementioned appropriate extension where the delivery/service period is passed, and a delivery/service is not performed by us despite an appropriate grace period. In this event, the client is only entitled to claim for provable arrears losses, and also if the arrears are due to gross negligence or willful intent.
 - In the event of the client's failure to acceptance, after a fruitless grace period of 4 working days we are entitled to withdraw from the contract and/or demand compensation, including any additional costs. We are entitled to either dispose of the delivery item in any manner, or combined with the client with an appropriately extended grace period. In this event, our entitlement to arrears damages remains in place, which without evidence accounts for 1%

- of the net invoice amount for every month, to a maximum of 20% of the net invoice amount. Higher arrears losses can be claimed only if evidence is provided that a loss or reduction in value has actually not occurred or is significantly lower than the fixed amount.
- Acceptance/ complaints:**
 - Where defects are evident, the client is to inform us of them within no later than five working days. The same applies in the event of deviations in quantities and in the event of latent defects as of becoming aware of the defect within the warranty period.
 - Services provided by us are to be accepted without delay. Use is regarded as acceptance. In the event of a defect becoming apparent here, the procedure in Clause 7.1 is to be followed. Where an inspection of a reported defect reveals that it is not covered by warranty, we are entitled to charge the costs of the inspection to the client at the normal rates.
- Export controls:**

With exports, the client is responsible for complying with import, export and customs legislation in Germany, Europe and the destination country. Before export, the client is to obtain the required permits or other licences and information (e.g. customs value, export procedure, tax heading etc.) at its own costs and, where required, provide it with them. Refusal of a permit and/or certificate for export by the relevant authorities does not entitle the client to return the goods or to compensation. It does not eliminate the basis for business.
- Force majeure:**

Force majeure such as natural disasters, unrest, strikes, lockouts and other unforeseeable, unavoidable events release us from our obligations for the duration of the disruption to the extent of its effect from the respective duties, provided that disruptions to performance are due to these circumstances. In this event, we are entitled to withdraw in part or in whole from the part of the contract still unperformed.
- Warranty and liability:**
 - Warranty rights of the client require it to comply without delay with its investigation (Clause 6) and notification (Clause 7) duties. Only faults occurring during the proper contractual use of the goods are covered by the warranty. In principle, only our express contract product description or that of the manufacturer applies for determining the characteristics.
 - The rectification of faults due to normal wear and tear, external influences, or operating errors is excluded from the warranty unless mandatory statutory claims, for instance due to product liability or a standalone warranty assurance, exist. The same applies to faults occurring due to alterations to the goods not made by us. We provide no guarantee that the delivered products match the specific purposes of the client, or can be installed and used with other products of the client from one and the same manufacturer or other manufacturer without our express written consent.
 - The warranty period is one year as of handover of the goods/provision of the service. With contracts for used items, the warranty period is one year as
- Contract production/ machinery sale**
 - Where we produce for the client under contract production, the client shall provide the materials required in full and in on time to the place of production. The same applies to technical data-sheets, formulae, process instructions, and other information required for the contract production.
 - We are to be handed at no charge the information in accordance with Clause 5.1 as well as any other necessary models, templates, tools or equipment provided by the client. They will be handled and used by us with the care applied in our own matters. We are not liable for accidental damage to or deterioration of these items provided.
 - Waste or, as may apply, offcuts normally associated with contract production do not constitute a defect and is not to be charged to the client. With contract production, the client makes sufficient reserve material available.
 - The items provided are inspected by us for apparent defects prior to the receipt of the goods. Where defects are found, the client is informed of them promptly. Without express written confirmation, we do not guarantee that goods supplied by us as part of contract production are suited to a specific purpose or have a specific characteristic.
 - The provisions of Clause 7.1 apply where the client acquires from us machinery or accessories of other manufacturers that we distribute as a dealer. Where we also provide the client with terms and conditions of the manufacturer together with our delivery conditions, our delivery conditions prevail in the event of doubt.
- Quality inspection and information duties:**
 - Descriptions of quality, specifications, datasheets or other verbal or written information about the usefulness or characteristics of the goods and/or services are non-binding unless they are agreed in writing. Public statements, press releases or statements by us or another manufacturer represent no indication of quality and/or statement of usefulness. Immediately after receipt of the goods/service, the client shall see for itself that the delivered goods are suitable in the sense of Section 377 German Civil Code for its purpose with regard to number, completeness, characteristics, freedom from defects and other qualities by means of suitable measures, for instance incoming goods inspections using representative samples/models. In the event of doubt, the client shall establish this by means of samples/test runs.
 - We are to be informed without delay after receipt of reporting the facts in writing.
 - Deviations in quality, colour, tone, cleanliness, length and strength common when manufacturing paper, including laminate and specialist papers such as film represent no defect with the goods. In general, deviations in dimensions, weight, colour, quality and performance are permitted under tolerances normal for the industry and relevant regulations (e.g. DIN). Deviations in quantity of up to 10% cannot be objected to. During technical development and production opportunities, we reserve the right to make changes to the goods where this does not adversely affect the usability known to us of the goods to be supplied. Offcuts/ rejects occurring during production cannot be objected to by the client.
 - Quantities, dimensions, weight and other details regarding characteristics and usage are solely in line with manufacturer information with delivery of items not manufactured by us.
- Acceptance/ complaints:**
 - Where defects are evident, the client is to inform us of them within no later than five working days. The same applies in the event of deviations in quantities and in the event of latent defects as of becoming aware of the defect within the warranty period.
 - Services provided by us are to be accepted without delay. Use is regarded as acceptance. In the event of a defect becoming apparent here, the procedure in Clause 7.1 is to be followed. Where an inspection of a reported defect reveals that it is not covered by warranty, we are entitled to charge the costs of the inspection to the client at the normal rates.
- Export controls:**

With exports, the client is responsible for complying with import, export and customs legislation in Germany, Europe and the destination country. Before export, the client is to obtain the required permits or other licences and information (e.g. customs value, export procedure, tax heading etc.) at its own costs and, where required, provide it with them. Refusal of a permit and/or certificate for export by the relevant authorities does not entitle the client to return the goods or to compensation. It does not eliminate the basis for business.
- Force majeure:**

Force majeure such as natural disasters, unrest, strikes, lockouts and other unforeseeable, unavoidable events release us from our obligations for the duration of the disruption to the extent of its effect from the respective duties, provided that disruptions to performance are due to these circumstances. In this event, we are entitled to withdraw in part or in whole from the part of the contract still unperformed.
- Warranty and liability:**
 - Warranty rights of the client require it to comply without delay with its investigation (Clause 6) and notification (Clause 7) duties. Only faults occurring during the proper contractual use of the goods are covered by the warranty. In principle, only our express contract product description or that of the manufacturer applies for determining the characteristics.
 - The rectification of faults due to normal wear and tear, external influences, or operating errors is excluded from the warranty unless mandatory statutory claims, for instance due to product liability or a standalone warranty assurance, exist. The same applies to faults occurring due to alterations to the goods not made by us. We provide no guarantee that the delivered products match the specific purposes of the client, or can be installed and used with other products of the client from one and the same manufacturer or other manufacturer without our express written consent.
 - The warranty period is one year as of handover of the goods/provision of the service. With contracts for used items, the warranty period is one year as

- of delivery of the goods.
- Guarantee declarations of other manufacturers do not bind us and do not affect us. We provide our clients with no guarantees in the legal sense.
- Where an operating instruction provided by us is incorrect, we are only obliged to deliver an error-free operating instruction, and only if the fault with the operating instruction goes against proper operation.
- With defects to the goods, we initially perform the warranty, as chosen by us, by means of improvement or replacement service (supplementary performance).
- Where supplementary performance fails, the client is invariably entitled as it chooses to demand reduction or cancellation. The client is not entitled to cancel with only minor breaches or minor defects. Where the client withdraws with justification from the contract after failed supplementary performance, it is not entitled to claim compensation in addition to this due to the defect. Where the client makes claims for compensation after failed supplementary performance, the goods remain with the client if reasonable for it. Compensation is limited to the difference between the purchase price and the value of the defective item. This does not apply if the breach has been caused fraudulently or with willful intent. The same applies to the German Civil Code does not apply to unused, but not new items, or to new items modified, processes, or otherwise amended by the client.
- Exclusion and limitation of liability:**
 - Claims by the client due to a defect expire one year after the transfer of risk. This does not apply if there is an accusation of gross negligence and the client is being responsible for injury or harm to health or in the event of the client, one of its vicarious agents, or a third party losing its life. Statutory limitation periods apply in this event.
 - We are not liable for minor breaches of insignificant contractual obligations committed by us, our vicarious agents, or third parties commissioned by us.
 - Liability, for whatever reason, is excluded with defects caused due to external influences such as voltage fluctuations, incorrect installation, operation and usage/maintenance changes to the product by the client or by third parties commissioned by the client. The same applies to defects occurring due to normal wear and tear.
 - Where the client is entitled to a claim for making good the loss instead of performance, our liability is limited to making good the foreseeable typically occurring loss, even as part of supplementary performance. Liability for consequential losses, indirect losses such as lost profit, lost production with the client are excluded. This also applies to claims for compensation due to fault when entering into the contract, other breaches, due to a tortious claim for compensating, or the making good of material damage in accordance with Section 823 of the German Civil Code.
 - The aforementioned restrictions to liability do not affect claims by the client under product liability. In addition, the restrictions to liability do not apply in the event of injury and harm to health that can be ascribed to, or in the event of the loss of life of the client or its vicarious agents and third parties. The same applies in the event of grossly negligent or intentional breach of significant contractual duties (material obligation). Further liability as that set out in Clause 10.1 to 10.7 is excluded regardless of the legal nature of the asserted claim.
- Terms of payment**
 - Without further agreement or unilateral promise by us, services and deliveries are only provided against payment in advance. Bills of exchange and cheques are accepted only on separate agreement and for payment only in cash.
 - Discount deductions require our written consent.
 - The client enters automatically into payment arrears on expiry of the payment period. While in arrears, the client is to pay debt interest of 9% over the base rate, and we reserve the right to assert a further claim for compensation. Payments by the client are first offset against costs and interest, otherwise in accordance with Section 366 (2) of the German Civil Code.
 - Where we are made aware of facts that, when judged commercially, lead to justified doubt in the creditworthiness of the client, we are able to immediately make due all receivables under the business relationship, including such ones that are deferred. In these cases, we only need to perform outstanding deliveries or services against payment of an appropriate security.
- Offsetting, right of retention, prohibition of assignment:**

Counterclaims only entitle the client to offsetting if they are undisputed, recognised by us, or established with force of law. The same applies to rights of retention. The assignment of client rights requires our express consent.
- Retention of title:**
 - All goods delivered by us remain our property until settlement of all current, conditional or future receivables from the ongoing business relationship with the client. This also applies if individual or all of our receivables are accepted in a current account and the client provides a security draw.
 - The client is entitled to further sell and process goods delivered to it in the ordinary course of business, provided that it does not fall behind in payments with us. In the event of onward sale, the client is obliged to only resell goods delivered to it under retention of title only also under retention of title on its side if the goods are not immediately paid for by the third-party acquirer. Other remuneration, in particular pledging or providing as security, is not permitted.
 - In the event of conduct by the client in breach of the contract, in particular in the event of payment arrears or a breach of a duty in accordance with Clause 13, we are entitled to demand the goods back without this involving removal from the contract, which remains reserved.
 - The client assigns as of now all receivables including securities and ancillary rights arising from or in connection with the onward sale to the end user or third parties, and regardless of whether the goods delivered by us under reservation are sold on without or after processing. The client is prohibited from entering into agreements with its clients that are able to exclude or adversely affect our rights in any way whatsoever. In particular, it may not enter into any arrangements that make advance assignment of the receivable to us void. The client remains authorised to collect the receivables assigned to us until revocation. We will not revoke this authorisation to collect for as long as the client complies properly with its payment obligations. We are entitled to have the content and scope of the assigned receivables as well as the name and address of the debtor submitted to us in writing.
 - Where the goods delivered by us are sold on with other items, in particular with other reserved goods, the following applies: Where the amounts applicable to individual goods cannot be determined on a case-by-case basis from the invoice, the receivable is assigned to the third party at the amount of the delivery price agreed between us and the client. Where the goods are further processed or combined with other, third-party or in-house goods, this is always done for us as the manufacturer in the sense of Section 950 of the German Civil Code. Where our goods are processed or inseparably

- mixed with other items, we acquire co-ownership in the new item in proportion of the value of our goods to the value of other items processed or mixed with processing or mixing. The client safeguards without charge ownership or co-ownership for us.
- We undertake to release the securities allocated to us at the request of the client when the value of the securities exceeds the receivables to be secured by more than 10%. The choice of securities to be released is a matter for us. In the event of attachments or other third-party interventions, the client shall inform the third party of our security rights, identify the goods owned by us as such, and inform us otherwise without delay.
- Commercial protective rights and copyright:**
 - Where a third-party asserts justified claims against the client due to a breach of a commercial protective right or copyright (hereinafter "protective rights") due to goods delivered by us when making use thereof under the contract, we are liable towards the client solely based on the following conditions.
 - As we see fit and at our costs, we will acquire the right to use the goods, alter the goods in such a way so as not to breach the protective right, or replace the goods. Where this is not possible under the contract, we are entitled to demand a breach of the protective rights to be secured by more than 10%. The aforementioned obligations only exist if the client informed us of the asserted claims without delay in writing, does not acknowledge a breach of the protective rights, and all defence actions and settlement negotiations are reserved for us. Where the client suspends use of the product to reduce damage or for other reasons, it shall notify the client of this in writing and acknowledge a breach of protective rights is associated with suspension of use.
 - Claims by the client due to breaches of protective rights are excluded where it is responsible for the breach of protective rights. The same applies where the breaches of protective rights are caused by specific requirements of the client, by use not foreseeable by us, or the goods are altered by the client or used together with products not delivered by us.
 - Further claims against us are excluded. This exclusion of liability does not apply where, for example, mandatory liability is claimed in accordance with product liability legislation, in cases of willful intent or gross negligence, or the breach of significant contractual duties. In the same way, the right of the client to withdraw from the contract exists under the aforementioned conditions.
- Confidentiality:**

All technical data and other, non-disclosable commercial and technical details made aware to the client under the business relationship with us are trade and business secrets and to be kept confidential by it. It may only be implemented and used for the purpose of the goods. The obligation of confidentiality continues after termination of the contractual relationship for 24 months.
- Governing law place of performance/ jurisdiction/ ancillary provisions**
 - For all legal relationships, including future ones, between the client and us, the law of the Federal republic of Germany applies without the UN Convention on Contracts for the International Sale of Goods (CISG).
 - The place of performance is our registered office.
 - Where the client is a merchant, legal entity under public law, or a public-law special fund, sole jurisdiction for all disputes lies with the courts covering our registered office. Nevertheless, we are entitled to bring proceedings against the client in its general place of jurisdiction.
 - Individual provisions being invalid does not affect the effectiveness of the remaining provisions. Such provisions coming as close as possible to that commercially intended according to the sense and purpose of the invalid clause will replace the ineffective one.
 - Contractual relationships are subject to the written format. Amendments and additions to contractual agreements as well as these terms and conditions of sale and delivery are required to be in writing to be effective. The same applies to deviations from the requirement for the written format.

As of 06/2018

General terms and conditions of business and delivery, SIHL AG Berne

1. **General**

Our General Terms and Conditions of Business and Delivery below apply to all offers, deliveries and services, including those that form the basis of future business transactions. Any deviation from these conditions must be in written form. Conflicting General Business Conditions of the contractual partner are hereby expressly not acknowledged unless any objection is raised in a particular case.
2. **Delivery time**

Every attempt will be made to meet delivery times. If the delivery is delayed for reasons beyond the control of the supplier (act of nature beyond control, importation or transport problems, delay by sub-contractors, order amendments made subsequently by the buyer etc.) the delivery time will be put back accordingly. The exceeding of the delivery time does not entitle the buyer to withdraw from the contract or to refuse to accept the goods, and/or to compensation.
3. **Prices**

The supplier reserves the right to make price alterations if between the date of the order and the time of delivery the duty rates, exchange rate or import or turnover taxes are increased or if new taxes and charges are introduced for which the supplier is not responsible.
4. **Complaints**

The buyer is required to inspect the delivered goods on receipt. Defects are to be reported to the supplier in writing without delay, but at the latest within 8 days of receipt of the goods. In any case the right to complain ceases 12 months after receipt of the delivery. Complaints must be supported with samples and must indicate the production number and quantity affected. Complaints do not release the buyer from his obligation to payment. The supplier must be given the opportunity to inspect the reported defects on site. The goods delivered may not be sent back to the supplier without his express written agreement. In the case of justified complaint the supplier is free either to deliver a replacement within an appropriate time or to grant a corresponding reduction in price. The buyer is responsible for ensuring that the goods supplied are properly stored (see product specifications). Storage instructions issued to the buyer with the goods must be followed absolutely. The burden of proof of this is with the buyer. Improper storage by the buyer precludes any claim for compensation.
5. **Damage during transport**

Damage during transport is to be reported by the buyer to the transport company concerned on receipt of the goods. Claims for compensation are to be addressed to the transport company concerned.
6. **Consequential damage**

We expressly decline any liability on our part for any direct, indirect or consequential damage whatsoever. Similarly we decline any liability whatsoever if the products are used for a purpose other than that for which they were intended, or if they are handled incorrectly.
7. **Mill Reels**

A mill reel may show several flaws. The flaws are marked with paper tape on the edge of the roll, and also indicated with a coloured line. The customer is invoiced only for perfect net running meter.
8. **Under and oversupplies**

The customer accepts under or oversupplies of up to 10%.
9. **Conditions of payment**

The conditions of payment applying to the client are noted on the invoice. Any discount deductions made to which the buyer is not entitled will be charged to the buyer.

Payments must be made to either the bank or the postal check account indicated on the invoice within 30 days of the invoice date without deductions. Any deviation from this payment condition must be noted on the invoice.

The payment deadlines must be observed even if transport, delivery or acceptance of the delivery is delayed or made impossible for reasons beyond the control of the supplier. It is not permitted to reduce or withhold payments on account of complaints, claims or counter-claims by the customer not acknowledged by the supplier.

If the customer does not meet the agreed payment deadlines he must pay interest of 5% per annum on arrears from the date the payment was due, without any particular reminders.
10. **Reservation of proprietary rights**

The goods remain the property of the supplier until they have been paid for in full.
11. **Place of jurisdiction**

The place of performance and place of jurisdiction for all claims is Berne. However the supplier reserves the right to prosecute the buyer before the courts at his domicile.

General Terms and Conditions of Purchase SIHL AG, Bern, July 2014

§ 1 General

1. Our Terms and Conditions of Purchase apply exclusively. Contrary or deviating conditions of the supplier will only be accepted if they are confirmed in writing or correspond to mandatory law. This also applies to unconditional acceptance of a delivery while being aware of conflicting conditions.
2. Our Conditions of Purchase apply to all future transactions with the supplier, even if these are not explicitly referred to once again in an individual case.
3. If any provision of these Conditions becomes invalid, the validity of the remaining provisions shall thereby remain unaffected.

§ 2 Order

1. The supplier is required to accept our order in writing within a period of 5 working days. If an acceptance is received later, a contract is created if we do not object within a period of 10 working days from receipt of order acceptance.
2. We retain ownership and copyright of illustrations, drawings, calculations and other documents. They shall be used exclusively for production on the basis of our order. After completion of the order, they shall be returned to us without prompting.

§ 3 Prices and payment

1. The net amount shown in the order is binding. Unless otherwise agreed, the price includes the shipping costs specified in art. 5 and the certificates of origin or technical characteristics of the product.
2. Invoices can only be processed if - in accordance with the requirements of our order - they specify the order number and the order line item, as well as our item number; the supplier is responsible for any consequences arising due to non-compliance with this obligation.
3. Unless otherwise agreed, we will pay the invoice within 14 days from the delivery of the goods and receipt of the invoice with a 3% discount or the net amount within 60 days after it becomes due and after receipt of the invoice.
4. We retain set-off and retention rights to the extent permitted by law. In case of a defective delivery, we also have the right to retain compensation in the amount of three times the costs required for the elimination of the defect. If the supplier, after notification of the defect, does not remedy the defect immediately and we are not reasonably able to wait any longer, we can remedy the defect ourselves and demand reimbursement of the necessary expenses.

§ 4 Delivery time

1. The delivery time specified in the order is binding. If the supplier is required to deliver certification of origin or technical quality in addition to the goods themselves, these shall be provided within the agreed delivery time. The provision of such certificates is an essential part of the performance obligation of the supplier. On-time delivery shall be determined based on receipt of the delivery at our or the agreed delivery address.
2. The supplier is required to notify us immediately in writing if circumstances occur or become apparent which indicate that the delivery time cannot be met.
3. In case of delayed delivery, we are entitled to a penalty of 0.1% of the contract value per full calendar day of delay, not to exceed, however, more than 5% of the order value. We are required to declare retention of the contractual penalty at the latest upon payment of the invoice that followed the delayed delivery.
4. The assertion of further damages caused by the delay, on the basis of which the penalty will be deducted, is expressly reserved. In this regard, we point out that as a production and assembly operation, on-time delivery is especially important for us. Even the absence of a small portion or a necessary certificate may be cause for production and delivery delays of a substantial scope and cause damages that far exceed the order value.
5. If the delivery takes place before the agreed delivery time, we are not required to accept it. In the case of premature acceptance, the agreed delivery date will still prevail for determination of the due date for payment to the supplier.

§ 5 Shipping

1. The delivery, unless otherwise agreed in writing, shall be made under ICC "INCO Terms 2010" DDP, duty paid, and additionally insured, and shall include packaging. The place of performance for the service is our receiving location, unless our registered office is indicated.
2. On all shipping documents and delivery notes, the supplier is required to indicate our order number and order line item, as well as our item number; if the supplier fails to do so, it is responsible for any resulting delays.
3. We are entitled to return the packaging material to the supplier at its own cost and risk.
4. Transport and packaging risk is borne by the supplier.

§ 6 Quality of the delivery

1. The goods - depending on the order - are subject to the supplemental Conditions of Quality. In addition, the product must meet applicable national and international legal requirements, the relevant regulations and guidelines, as well as the documents on which the order is based, such as drawings, descriptions, designs, specifications, and conditions for acceptance.
2. All goods shall comply with to the latest safety regulations and must be certified by the competent authorities upon delivery and approved as fit for purpose.
3. If agreed, delivery must also include evidence of the origin or the technical quality of the goods.

§ 7 Warranty and compensation rights

1. If contractual or regulatory acceptance is anticipated, the supplier shall bear the increased costs incurred thereby. It shall indicate the acceptance date at least two weeks in advance.
2. We are required, within a reasonable time limit, to check the delivery for deviations from the agreed quality. Any evident defects claimed in this process are considered in all cases to have been claimed in time, if our report of defects is sent to the supplier within ten days after receipt of the goods. The complaint of hidden defects is considered in all cases to have been made in time if our report of defects is sent to the vendor within ten days after discovery.
3. The statutory warranty and damage claims are available to us in full.
4. The warranty period is 24 months from the transfer of risk; we reserve the right to apply longer statutory limitation periods. The claims for warranty for defects in the goods shall lapse two years after delivery of the goods to us. The objections due to existing defects persist, if, within one year after delivery, the prescribed notice is made to the supplier.

§ 8 Product Liability

1. If the supplier is responsible for product damage, it is obligated to indemnify us on first request from third-party claims where the cause lies within its control and organisation, and it is solely liable in external relationships.
2. In this context, the supplier is also required, in accordance with its responsibility, to reimburse any expenses arising out of or in connection with any recall campaign carried out by us.
3. We have the right to enter into settlements with injured third parties; the liability of the supplier shall not be affected as long as the settlements are economically necessary and appropriate.
4. The supplier undertakes to maintain product liability insurance with coverage of at least CHF 5,000,000 per incident of personal injury/property damage - all-inclusive.

§ 9 Proprietary Rights

1. The supplier warrants and represents that no proprietary rights of third-parties are violated in connection with its delivery. This excludes deliveries made according to our product specification.
2. If a third party claim is made against us for this reason, the supplier is obligated to indemnify us from these claims upon first written request. The indemnification obligation of the supplier refers to all expenses incurred by us arising from or in connection with the claim by a third party.
3. With regard to the execution of settlements with injured third parties, § 8 para. 3 applies mutatis mutandis.

§ 10 Retention of Title – Provision

1. The retention of ownership by the supplier is excluded.
2. If we provide parts to the supplier, we reserve the right of ownership. Processing or transformation by the supplier is performed for us. If our retained goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our goods to the other processed items at the time of processing.
3. If the item provided by us is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods to the other processed items at the time of mixing. If the mixing is done in such a way that the item of the supplier is to be regarded as the main item, it shall be agreed that the supplier transfers ownership to us on a pro-rata basis; the supplier shall retain sole ownership or co-ownership for us.
4. The supplier is required to insure the property belonging to us at the supplier's own expense at the replacement value, against fire, water and theft.
5. The supplier is required to provide us, no later than by the end of the first week of January of each year, a list of the provided items belonging to us, as at 31 December of the previous year.

§ 11 Confidentiality

1. The supplier is required to keep all specifications, formulas, formulations, calculations and other documents and information confidential and use them only for the stated purpose. The information obtained will be made accessible by the supplier only to those employees who are also sworn to confidentiality and only insofar as it is necessary for the purpose of delivery to us. In the case of external processing work, we must be notified of the name and address of the third party in advance of any intended disclosure. In addition, the third party must also undertake to maintain confidentiality. In the event that the third party breaches confidentiality, the supplier already now assigns all resulting claims to us. We accept this assignment.

The confidentiality obligation shall also apply beyond the date of execution of this contract, unless the supplier can demonstrate that the information in question:

- is commonly known
- becomes known through no fault of the supplier or
- was or is obtained lawfully from a third party or
- is already known to the supplier.

§ 12 Data Protection

The supplier takes note of the fact that, under the Federal Data Protection Act (DPA), its data will be stored by us. The processing of data is carried out in compliance with the Federal Data Protection Act.

§ 13 Jurisdiction - Applicable Law

1. Exclusive jurisdiction for all disputes lies with the court in the location of the registered office of SIHL AG. We reserve our right to sue the supplier before the court having jurisdiction over the supplier's registered office or domicile.
2. The entire legal relationship with the supplier is governed exclusively by Swiss law, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).
3. In addition, the "INCO Terms" of the International Chamber of Commerce, as amended, shall apply.