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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 of Sales and Delivery

1. General:

1.1. Any offers and deliveries – also under any future transactions – are performed exclusively subject to our General Conditions of Sales and Delivery. Any conflicting conditions are herewith expressly not accepted without this requiring further rejection in a specific case. Conditions of the customer are subject to our express written consent.
 1.2. Delivery of products not made by us or work/services with respect to such products may be subject to additional, higher-ranking individual conditions.
 1.3. For the purpose of the General Terms and Conditions of Sales and Delivery, the following definitions apply:
 Conditions, Conditions of Delivery = these General Terms and Conditions of Sales and Delivery; customer = the commercial or self-employed customer; buyer or other contractual partner as entrepreneur as defined in secs. 14, 310 of Germany's Civil Code (BGB); „we“, „us“, „our“, = we as user of the conditions, who provide the deliveries and work/services for the customer; goods = the goods, work/services due under an oral, written or otherwise concluded agreement or on a quasi-contractual legal relationship

2. Offer:

2.1. Our offers are without engagement, ex works, plus the applicable statutory rate of value-added tax (VAT) at the time of delivery/performance. They can only be accepted within 2 weeks of receipt. Any arrangements and subsidiary agreements outside the offer shall require our written confirmation. When the goods are ordered electronically we will confirm receipt of the order. The confirmation of receipt does not constitute a binding acceptance of the order.
 2.2. Our offer is subject to correct and on-time deliveries to ourselves by our own suppliers, unless we are answerable for belated or non-delivery by our suppliers.
 2.3. Any deliveries and work/services provided beyond 4 months after contracting shall entitle us to a reasonable price adjustment. In the case of any continuing contractual obligations where costs have risen, we may reasonably adjust prices at any time.
 2.4. We charge a packaging surcharge of € 15 per order for small orders, particularly spare parts and consumables with a net order value up to €250.
 2.5. We reserve the property rights and copyrights to illustrations, drawings, calculations, technical data sheets, formulations and other documents. The customer must obtain our express written confirmation prior to forwarding these to third parties.

3. Delivery/Performance:

3.1. Our deliveries and work/services are provided ex works; in the case of merchandise for resale and at our discretion, also direct, ex wholesaler or manufacturer.
 3.2. The fulfilment of our delivery obligation is subject to the prompt and proper fulfillment of the obligation on the part of the customer; the customer shall in particular provide the information required for fulfillment of the contract completely and in due time. Any returns are only made by agreement and at the risk and expense of the customer. In the event that the goods are not collected on time when made available, we shall be entitled to warehouse the goods at the customer's expense. In such a case, risk shall pass to the orderer upon the goods being made available by reporting their readiness for collection.
 3.3. If delivery is carriage-free, the customer shall ensure that all preparatory work has been executed and the delivery or work/services can be provided at once. Waiting time and additional work may be charged to the customer.
 3.4. If we have to deliver the goods, we may choose transport type and transport route at our reasonable discretion.
 3.5. Dispatch is ex our works in the name and on behalf of the customer and in a manner that appears favourable to us, though without our assuming any guarantee for the safest, least-cost and quickest conveyance. Risk shall pass upon handover of the goods to the natural or legal entity (e.g. freight forwarder) named to execute the dispatch.
 3.6. Any deliveries are provided in packaging usual on the market, which is not taken back, unless provisions of statute are a bar thereto. We shall be entitled to insure the goods against theft, breakage, fire, water and any other loss/damage and damage during transport at the customer's expense, unless the customer can prove that it has taken out this insurance.
 3.7. If, in any call-off delivery contracts, the partial quantities to be delivered in each case are not called off or divided up in time by the orderer, we shall be entitled – after setting a fruitless subsequent term – to make the division ourselves and deliver the goods or refrain from performing the partial delivery and/or the service still to be provided under the contract and, instead, may demand compensation based on non-performance.

4. Delivery/Performance time:

4.1. Our delivery/performance times are non-binding, unless expressly agreed in writing. The delivery terms shall commence upon receipt of our order acknowledgement at the customer's premises, though not before all details of order execution have been clarified and all preconditions to be met and information to be provided by the customer are in place; the same shall apply to delivery dates.
 4.2. We shall be entitled to make premature and partial deliveries. The delivery day is the day of reporting readiness for dispatch, otherwise the day of dispatch.
 4.3. The delivery/performance term shall be reasonably extended in the event of occurrences for which we are not answerable, e.g. strikes, energy breakdowns, traffic jams, failures of deliveries to us on the part of our suppliers, cases of force majeure, etc. The same shall apply if such events occur among our sub-suppliers. Only in case of binding set delivery/performance terms may the customer – taking account of the above reasonable extension – rescind the contract, provided that the delivery/performance term has been exceeded and no delivery and/or work/service was made by us despite our having been set a reasonable subsequent term. In such a case, the customer is merely entitled to claim demonstrable damage caused by delay and only if we are answerable for the delay due to gross negligence or willful action.
 4.4. In the event that the customer refuses acceptance, we shall be entitled – after fruitless expiry of a subsequent term of 4 working days – to rescind the contract and/or demand compensation, incl. any extra outlays. We are optionally entitled to dispose otherwise of the product supplied or to supply the buyer subject to a reasonably prolonged subsequent term. In such a case, our claim for damage caused by delay shall survive intact, without evidence, if shall amount to 1% of the net invoice amount for each month, and to max 20% of the net invoice amount. Any higher damage caused by delay may be claimed subject to evidence. The customer is permitted to evidence that we have sustained no damage/loss or reduction in value at all, or that damage is much lower than the lump sum.

5. Contract manufacturing / Sale of machinery:

5.1. In case of contract manufacturing for the customer, all required materials have to be provided by the customer at the place of production completely and in due time. The same applies to technical data sheets, formulations, procedural instructions and other information required for contract manufacturing.
 5.2. The specifications are, to items 5.1, as well as any and all models, templates, tools or fixtures provided by the customer, shall be placed at our disposal free of charge. They will be handled and used by us with the same care as if they were our own. We shall not be responsible for accidental loss or deterioration of the provided materials.
 5.3. The waste or scrap normally produced during contract manufacturing does not constitute a defect and the customer shall not be compensated for such waste or scrap. In case of contract manufacturing, the customer shall provide sufficient spare material.
 5.4. The provided material shall be inspected for obvious defects promptly upon receipt of the goods. The customer shall be notified of any defects without delay. We do not assume any warranty that the goods provided by us in the course of contract manufacturing are suitable for a particular use or show a particular property, unless this is expressly confirmed in writing.
 5.5. If the customer purchases machinery or accessories of other manufacturers that we distribute as dealer, the provisions of item 7.1. shall apply. If we provide the customer not only with our Terms and Conditions of Sales and Delivery but also with General business conditions of the manufacturer, our Terms and Conditions of Sales and Delivery shall take precedence in case of doubt.

6. Quality, inspection, and information duties:

6.1. Quality descriptions, specifications, data sheets or other oral or written statements on the usability or property of the goods and work/services are non-binding, unless agreed in writing. Public statements, promotions or advertising on our part or by other manufacturers do not constitute data on properties and/or data on the intended purpose. Immediately upon receipt of the goods or work/services, the customer shall satisfy itself, by taking suitable measures, e.g. incoming inspections, that the delivered goods are suitable for their intended purpose, viz. as regards number, completeness, properties, absence of defects and other characteristics within the meaning of sec. 377 of Germany's Commercial Code (HGB). In case of doubt, the customer has to take samples/any out test runs.
 6.2. Any transport damage shall be recorded in writing upon receipt of the goods, noted in the consignment note, and reported to us without delay.
 6.3. The deviations in quality, colour, tone, purity, length and strength that normally occur in the production of papers, incl. laminated papers and special papers such as foils, do not constitute a defect of the goods. In general, deviations in dimensions, weights, colours and quality as well as in performance within tolerances usual in the sector or under relevant provisions (e.g. DIN) are permissible. Quantity deviations up to 10 % cannot give rise to complaints. We reserve the right to make changes to the goods in the wake of technical developments and production options, unless these jeopardize an usability of which we are aware in the goods to be supplied. Any waste/scrap due to production technology may be charged to the customer.
 6.4. Where items not manufactured by us are delivered, the quantity, dimensions, weight and other details of their property and use shall exclusively be subject to the specifications of the manufacturer.

7. Acceptance / Complaints:

7.1. If a defect is established, the customer shall report same to us without delay, though no later than 5 workdays. The same shall apply to article and quantity deviations and to hidden defects, counting from the date of obtaining knowledge of the defect within the guarantee period.
 7.2. All work/services provided by us shall be accepted promptly. Usage shall be deemed as acceptance. If a defect is hereby discovered the procedure shall be as specified in item 7.1. If an examination of any notification of defects reveals that no guarantee case is concerned, we may charge the customer the costs of the examination at the usual cost rates.

8. Export controls:

In case of exports, the customer shall be responsible for compliance with the applicable import, export, export control and customs laws in force in Germany, Europe and the country of destination. The customer shall, prior to exporting, obtain at his expense the requisite approvals and other certificates (e.g. customs value, procedures, tariff numbers...) and – where necessary – submit same to us. Any refusal of an export approval and/or certificate by the authorities in charge shall not entitle the customer to return the goods or to compensation. Such refusal shall not frustrate the underlying transaction.

9. Force majeure:

Force majeure, like natural disasters, unrest, strikes, lockouts and other unforeseeable, unavoidable and serious events, shall exempt both parties for the duration of the disruption and to the extent of their effects from their various duties, provided that the disrupted performance is due to such circumstances. In such a case, we may rescind the contract wholly or partially in respect of the section that has not yet been performed.

10. Guarantee and liability:

10.1. Any guarantee rights of the customer presuppose that the latter has met its examination (item 5) and notification duties (item 7) without delay. Cover by the guarantee is confined to defects that occur when the goods are used, as contractually agreed, for the intended purpose. As stipulation of property, only our expressly confirmed product description or that of the manufacturer shall apply in principle.
 10.2. Any remedying of defects caused by normal wear and tear, external impact or operating errors is excluded from the warranty, unless mandatory statutory claims exist, e.g. from or in connection with product liability or an independent guarantee undertaking. The same shall apply to any defects that occur due to alterations not made by us to the goods. We assume no liability that the delivered products are in line with the customer's specific intended purpose or that they can be deployed and used together with the customer's other products supplied by one and the same manufacturer or other manufacturers, viz. trouble-free and without impairment.
 10.3. The guarantee period is 1 year from handover of the goods/provision of the work/services. In the case of contracts for used goods, the limitation period is 1 year from delivery of the goods.
 10.4. Guarantee declarations of other manufacturers shall not apply either for or against us. We do not issue guarantees to our customers in the legal sense.
 10.5. If operating instructions handed over by us to the customer are faulty, our duty is confined to supplying defect-free operating instructions and then only if the faulty operating instructions are a bar to due and proper operation.
 10.6. In the event of defects in the goods, our warranty shall initially, at our discretion, provide for a reworking or for substitute deliveries (subsequent performance).
 10.7. If subsequent performance fails, the customer may, as a general rule, demand a reduction in the purchase price or rescission. However, the customer shall have no right to rescission in the event of a minor breach of contract, viz. in case of minor defects. Should the customer legitimately rescind the contract after subsequent performance has failed, it shall not be entitled to additional damage claims on the grounds of the defect. If the customer asserts claims for compensation after subsequent performance has failed, the goods shall remain with the customer if this can be reasonably expected. Any compensation shall be limited to the difference between the purchase price and the value of the faulty item. This shall not apply if the contractual infringement was caused by deceit or willful action.

11. Exclusion and limitation of liability:

11.1. Claims of the customer on the grounds of a defect are statute-barred 1 year after transfer of risk. This shall not apply if we can be accused of gross negligence or in case of physical or health injury attributable to us or to loss of life on the part of the customer or its vicarious agents or other third parties; then the statutory limitation periods shall apply.
 11.2. If we, our vicarious agents and any third parties commissioned by us infringe immaterial contractual duties based on slight negligence, we shall not be liable.
 11.3. Liability shall be excluded for whatever reason in respect of defects that occur due to external impact, like voltage fluctuations, improper installation, improper operation and incorrect product use/maintenance/alteration by the customer or by third parties commissioned by the customer. The same shall apply to any defects occurring due to normal wear and tear.
 11.4. Where the customer is entitled to claim for damages in lieu of performance, our liability shall be limited to the foreseeable, typically occurring damage. The liability for consequential damage, particularly indirect damage such as lost profits, loss of production at the customer's, shall be excluded. This shall also apply to claims for damages for culpa in contrahendo, for other failures to comply with a duty or for claims in tort for property damage pursuant to sec.823 of Germany's Civil Code (BGB).
 11.5. The above disclaimers shall not affect claims of the customer based on product liability. Nor shall the disclaimers apply to physical or health injury attributable to us or to loss of life on the part of the customer or its vicarious agents or other third parties. The same applies to the grossly negligent or willful breach of material contractual duties (cardinal duties). Any liability beyond what has been described in items 10.1. to 10.7. is excluded irrespective of the legal nature of the claims asserted.

12. Payment terms:

12.1. Unless otherwise agreed or confirmed unilaterally by us, any work/services and deliveries shall only be provided against advance payment. Bills of exchange or cheques are accepted only by special agreement and only for payment.
 12.2. Any discounts shall require our written consent.
 12.3. The customer is automatically in arrears on expiry of the payment period. It has to pay interest on arrears at 9 % above the base rate. We reserve the right to further claims for damages. Payments of the customer shall first be credited to costs and interest, and for the rest pursuant to sec. 366 para 2 of Germany's Civil Code (BGB).
 12.4. To the extent that we become aware of any facts which, in line with accepted business practices, give rise to justified doubts as to the orderer's creditworthiness, any of our receivables under the business relationship, incl. those that are deferred, shall become due and payable with immediate effect. In such cases, any still-outstanding deliveries or services need only be executed against advance payment or the furnishing of reasonable security.

13. Offset, right of retention, ban on assignment:

Any counterclaims only entitle the customer to offset if they are undisputed, are recognized by us or are final. The same applies to the right of retention. Any assignment of rights by the customer shall require our express consent.

14. Reservation of title:

14.1. Ownership of the delivered goods remains with us pending payment in full of all current, conditional or future receivables under an ongoing business relationship with the customer. This shall also apply where individual or all of our claims are included in a current invoice (current account) and the balance has been struck.
 14.2. The customer shall be authorized to resell and/or process goods delivered in the ordinary course of business as long as it is not in arrears with payment. If the customer resells the goods, it shall be obliged to resell the goods delivered under reservation of title only under reservation of title, if the goods are not paid for immediately by the third-party buyer. No other disposal, specifically by pledge or use as collateral, is permitted.
 14.3. Should the customer infringe the contract, in particular if it defaults in payment or infringes its duty pursuant to item 13, we shall be entitled to request the return of the goods; this return does not constitute a termination of the contract, a right which we reserve.
 14.4. The customer herewith already assigns all claims, incl. security and ancillary rights, that accrue to it under or in connection with the resale of the goods against its end buyer or any third parties, irrespective of whether the goods delivered by us under reservation of title are resold without being processed or after being processed. The customer is prohibited from making any arrangements with its buyer which could in any manner exclude or impair our rights. Specifically, the customer may not enter into any covenant which negates the advance assignment of the claim to us. The Purchaser remains authorized to collect the claims assigned to us until further notice. We refrain from revoking this authorization provided that the customer fulfils his payment obligations. We are entitled to demand that the customer notify us in writing of the content and scope of the assigned claims and the names and addresses of the debtors.
 14.5. If the goods delivered by us are sold together with other items, specifically other conditional goods, then the claim against the third party shall be deemed to be assigned at the delivery price agreed between ourselves and the customer, unless the amounts attributable to the various goods can be determined from the invoice. If the customer processes or commingles the goods with other goods, irrespective of whether they belong to us or not, this is always on behalf of us as manufacturer within the meaning of sec. 990 of Germany's civil code (BGB), with no obligation for us. If our goods are processed or commingled with other items not belonging to us, we shall acquire co-ownership of the new things in a ratio of the goods' value to the other processed or commingled items at the time of processing or commingling. The customer shall keep the sole or joint property for us at no charge.
 14.6. At the request of the customer, we undertake to release the securities to the extent that the value of the securities exceeds the claims to be secured by more than 10%; we shall be responsible for selecting which securities to release. In the event of seizures or any other attachments by third parties, the customer has to notify the third-party of our security rights, mark the goods owned by us as such and, in addition, inform us without delay.

15. Industrial property rights and copyright:

15.1. Wherever any third party asserts justified claims against the customer based on an infringement of industrial property rights or copyright (hereinafter: property rights) by goods delivered by us where their use is as contractually agreed, we assume liability in dealings with the customer solely on the basis of the following conditions:
 15.2. We shall, at our discretion and at our expense, effect a right of use for the goods or alter the goods in such a way that property rights are not infringed, or exchange the goods. If this is not possible subject to reasonable conditions, we shall take back the goods for reimbursement of the purchase price.
 15.3. The above duties only exist if the customer notifies us in writing without delay of any claims asserted by third parties, and if no infringement of property rights is recognized by the customer, and if the customer reserves for us all defensive measures and settlement negotiations. In the event that the customer discontinues use of the product for loss-reduction reasons or on other grounds, it shall point out to the third party that the discontinuation of use does not involve recognition of an infringed property right.
 15.4. Any claims of the customer based on infringed property rights shall be excluded wherever the customer is answerable for the property right infringement. The same shall apply wherever the property right infringement is caused by special specifications of the customer, by an application not foreseeable by us, or by the fact that the customer alters the goods or uses them together with products not supplied by us.
 15.5. Any claims going beyond this are excluded. This disclaimer shall not apply wherever – e.g. pursuant to Germany's Product Liability Act (ProdHaftG) or in cases of willful action, gross negligence or infringements of material contractual duties – we assume mandatory liability. Likewise, the customer's right to rescind the contract under the above conditions shall remain intact.

16. Secrecy:

16.1. Technical data and other, not obvious commercial and technical details of which the customer becomes aware owing to the business relationship with us, are trade and business secrets and shall be treated in confidence by the customer. They may only be used within the scope of the goods' intended purpose. The duty to maintain secrecy shall remain intact for 24 months after the contractual relationship has ended.

17. Choice of law/Place of performance/Jurisdiction/Collateral clauses:

17.1. In respect of any, also future legal relationships, between the customer and ourselves, the law of the Federal Republic of Germany shall apply, ousted the UN Convention on Contracts for the International Sale of Goods (CISG).
 17.2. The place of performance shall be our registered office.
 17.3. If the customer is a merchant, legal entity under public law or public special interest, the courts at our registered office shall have exclusive jurisdiction in any disputes. We shall, however, be entitled to sue the customer at its general venue.
 17.4. Should any provision of this Agreement be ineffective, this shall not affect the validity of the remaining provisions. Any invalid term shall be replaced with a valid provision reflecting the economic intent and purpose of the ineffective provision.
 17.5. The contractual provisions are subject to the written-form requirement. To be effective, any amendments and supplements to the contractual arrangements and hereto shall be in writing. The same shall apply to any departures from the written-form requirement.

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.