



## General Terms and Conditions of Sale and Delivery ("GTC")

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### 1. General

These GTC shall apply to all deliverables and provision of services by G. Bopp + Co. AG ("Bopp") as per Bopp's order acknowledgement. Any other terms submitted by the Customer shall not apply unless explicitly accepted by Bopp in writing.

### 2. Offers

Offers submitted by Bopp are non binding (see sect. 3 below).

### 3. Conclusion of Contract

The contract between the Customer and Bopp shall take effect upon Customer's receipt of Bopp's written acknowledgement stating its acceptance of the order.

State-of-the-Art electronic signatures which conform to applicable laws shall be considered to be binding.

### 4. Order Cancellation

In the event that the Customer cancels an order prior to its completion the Customer shall be obliged to pay for the following:

- a) Costs incurred for order related material (particularly for non-reusable material);
- b) Costs incurred for labour and machine operating time as well as logistics (transport and storage);
- c) Administrative expenses calculated at 10% of costs according to a. + b. (above).

In the event that an order is cancelled after its completion but prior to delivery the Customer shall pay the agreed price. In case ordered products – at least partially – can be reused by Bopp a respective price reduction shall apply. The disposal of unusable material is subject to the payment of a disposal fee.

### 5. Multiple-Delivery Contracts

Bopp may enter into a written arrangement which is directed to the delivery of ordered products in successive instalments during a certain predefined period of time. The Customer commits to request delivery of and pay all instalments by the end of such period. The following shall apply to instalments which - by the end of such period - the Customer has neither requested delivery nor made payment for:

- a) For goods which are produced based on Customer specific requirements and therefore non-reusable must be paid in full by the Customer. The disposal of unusable material is subject to the payment of a disposal fee.
- b) In the event that such goods are semi-finished products or otherwise reusable by Bopp, the price to be paid by the Customer shall be reduced in accordance with the degree of reusability.
- c) Upon the Customer's request Bopp may extend the predefined period of time. Storage costs

during the extended period shall be borne by the Customer. Based on the complexity of the storage requirements such costs shall be between 3% and 6% (per year) of the product price. Storage costs are invoiced on a pro-rated basis.

### 6. Rules and Regulations Applicable in the Country of Destination

The Customer shall notify Bopp of rules and regulations applicable in the country of destination which may have an impact on the deliverables or services. Bopp's deliverables and services shall only then comply with the applicable rules and regulations in the country of destination if such compliance has been expressly agreed upon.

### 7. Pricing / Terms of Payment

Only prices confirmed by Bopp in its order acknowledgement shall be binding. Unless otherwise agreed in writing the Customer shall bear all incidental costs in connection with the delivery of goods or performance of services by Bopp, including but not limited to shipping and handling, insurance, import, transit, export and other permits as well as any type of taxes (especially VAT), dues, fees and duties. The minimum invoice amount shall be CHF 500.00.

### 8. Payment Terms

- 8.1 Payment terms are as set forth in Bopp's order acknowledgement.
- 8.2 The payment dates shall be observed irrespective of any delays in conjunction with the transport, delivery, assembly, commissioning or acceptance of the deliverables or services due to reasons not solely attributable to Bopp or if insignificant parts are missing, repairs or reworking need to be carried out which do not prevent the deployment of the deliverables or services.
- 8.3 In the event that due dates for payments are not met or the contractually agreed securities are not provided in accordance with the terms of the contract Bopp – after having provided a short period of grace – shall be entitled to terminate the contract, and claim payment for all work done and materials processed up to such date (such claim may be set off against any advance payments made by the Customer). The same shall apply in the event that the Bopp – due to circumstances which occur after concluding the contract – is seriously concerned that the Customer's ability to fulfil its payment obligations are endangered.
- 8.4 Delayed payments are subject to an interest rate of 5% p.a. Bopp reserves the right to claim additional damages not covered by the interest rate.



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### 9. Delivery Dates and Delivery

- 9.1 Bopp's obligation to fulfil delivery dates is contingent upon Customer's fulfilment of its contractual obligations.
- 9.2 The delivery date or period shall be extended:
- in the event that the information required by Bopp for the performance of its contractual obligations is imprecise, incomplete or not duly received or if the Customer subsequently changes such information causing a delay in the delivery of the supplies or services;
  - in the event of impediments which Bopp is unable to prevent despite applying the required diligence;
  - in the event of other circumstances which Bopp is not solely accountable for.
- 9.3 Incoterms 2010 shall apply. The applicable code shall be specified in the order acknowledgement.

### 10. Excess and Short Deliveries

Due to technical reasons it is not always possible to provide the exact length of reel or quantity. Bopp therefore reserves the right to provide excess or short deliveries of up to 10% of the ordered length of reel or quantity, as the case may be.

### 11. Use and Risk

Use and risk shall transfer to the Customer upon leaving Bopp's premises. This also applies in cases where Bopp is responsible for freight and delivery.

### 12. Inspection of Deliverables

The Customer shall inspect the deliverables promptly upon receipt. Notice of defect shall be given in writing within eight (8) days of the delivery date – with regard to hidden defects promptly after discovery of such defects. Otherwise the delivery shall be deemed approved.

### 13. Warranty

In the event of any justified claim due to defects Bopp shall, in its sole discretion, either replace the deficient products at its cost and expense or credit the Customer's account with an amount equal to the price of the defect products. All other claims or warranties, and all liability for direct, indirect, incidental, consequential or other damages are excluded. The Customer shall indemnify and hold Bopp harmless regarding any such claims by third parties. Bopp does not warrant the suitability of the deliverables or services for the envisaged or any other purpose unless agreed in writing.

### 14. Payment

Payments shall be made net within 30 days of delivery unless agreed otherwise in writing. In case of late payment, Bopp shall have the right to claim late payment interest and collection expenses. With the exception of sect. 6.3, offsetting shall only be permitted with uncontested counterclaims.

### 15. Retention of Title and Ownership

Bopp shall retain title to the deliverables until payment of the purchase price is effected in full. The Customer shall be required to assist in any and all measures necessary to protect Bopp's title to the goods.

### 16. Confidentiality

The parties shall treat all facts and information confidentially that are neither obvious nor generally accessible. Such include but are not limited to plans, blue prints and technical data provided by Bopp. In the event of doubt, facts and information shall be treated confidentially.

This provision shall also apply to information disclosed in the forefront of the conclusion of the contract. This obligation shall continue to remain in effect after the fulfilment or termination of the contractual relationship. The disclosure of the existence or any details of the relationship between the parties shall be subject to the prior written approval of the respective party.

### 17. Severability

If any provision of these GTC is held to be invalid, unenforceable or impossible to perform in whole or in part, the parties agree to replace such provision with a provision that reflects the legal and economic objectives of these GTC as closely as legally permitted.

### 18. Governing Law

The legal relationship, including the origin of this contract with the Customer shall be governed by the laws of Switzerland. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

### 19. Jurisdiction

The parties hereto consent to the exclusive jurisdiction of the courts of Zurich, Switzerland with respect to any disputes arising out of the agreement between the parties.