

INPLASTEC AG

A. Scope of application

I. Conclusion of a contract

1. Our terms of delivery and payment apply exclusively; purchase terms of the buyer which contradict or differ from our terms of delivery and payment will not be accepted, unless we have expressly approved them in writing. Our terms of delivery and payment also apply in cases where we conduct the delivery to the buyer without any reservations and in knowledge of the contradicting or differing purchase terms.
2. The contract only becomes legally binding when our written Sales Order Acknowledgement has been received.

II. Extent of delivery and services

Our product, quantity, prices, INCOTERMS, delivery time and services are in general stated in the Sales Order Acknowledgement.

III. Tools and imprints

All tools and imprints remain our property, irrespective of any participation of the buyer in the manufacturing costs or any claims on design rights the buyer may have. All proprietary, industrial and intellectual property rights for our designs and models belong exclusively to us.

IV. Prices / Conditions of Payment

1. Unless agreed otherwise in the Sales Order Acknowledgement, our prices shall be calculated in EURO, EXW (INCOTERMS® 2010), without insurance, including normal packaging and including the sales tax applicable on the day of delivery. Special packaging is invoiced at cost. The costs of agreed and prescribed inspection shall be charged to the buyer. We reserve the right to change prices due to increases or decreases of costs in the amount of such changes in costs, in particular concerning the change of material costs or raw material prices, which occur between the conclusion of the contract and delivery and for which we are not responsible and which were not predictable for us at the time of the conclusion of the contract. We will demonstrate such changes in costs upon request of the buyer.
2. As long as any Sales Order Acknowledgement does not state otherwise, payments shall be due net (without any deductions) and delivery of goods will be made upon receipt of prepayment of the amount of invoice. In the event of failure to comply with the agreed payment date, the buyer shall be deemed to be in default without the need for us to send any reminder and shall be required to pay interest on late payments at the rate 5 % above the then prevailing discount rate of the Swiss National Bank per annum. We reserve our right to enforce further claims for damage.
3. The buyer may only offset uncontested or legally valid claims or claims that are acknowledged by us.
4. We shall be entitled to assign our claims (e.g. receivables) against the respective purchaser to a third party. Any conflicting clauses shall be invalid.

V. Retention of ownership

1. All goods supplied shall remain our property (reserved goods) until all claims are satisfied, in particular the outstanding claims, to which we are entitled within the framework of the business relationship. This also applies to future and conditional claims, e. g. from acceptor's bills. We are entitled to make the corresponding entries for the reserved goods in the title retention register in accordance with article 715 f. of the Swiss Civil Code.
2. We are entitled to take back the reserved goods if the buyer is in breach of the contract, especially in cases of default payment. The taking back of the reserved goods only constitutes a cancellation of the contract if we state this in writing. We are only entitled to sell the reserved goods to another party after cancellation of the contract.

B. Execution of the delivery

I. Delivery period / delivery deadline

1. If not otherwise agreed between us and the buyer the delivery will be ex works (EXW – INCOTERMS® 2010).
2. The agreed delivery period commences with the date of our Sales Order Acknowledgement, however not until all technical details have been clarified. The same applies to delivery deadlines.
3. The dispatch date ex works is decisive for the observance of delivery times and delivery deadlines. If the goods cannot be dispatched in time without us being culpable, then advising readiness to deliver is deemed to constitute compliance with the delivery periods and deadlines.
4. If we are prevented from fulfilling our obligations by unforeseen events which after exercising due care are beyond our reasonable control and affect us or our suppliers, e.g. war, force majeure, internal unrest, natural disasters, accidents, other operational disturbances, or the delay in the delivery of essential material or raw materials, the delivery time is extended by the period of the hindrance as well as an appropriate start-up time. If it becomes impossible or unreasonable for us to make the delivery we can withdraw from the contract; the buyer has the same rights if accepting the goods is unreasonable as a result of the delay. Strikes and lockouts also constitute hindrances beyond our control for which we cannot be held responsible in the meaning of this clause.
5. A right for the buyer or for us to withdraw from the contract according to clause 4 generally applies to the unfulfilled part of the contract only. In case the partial deliveries made cannot be put to use by the buyer, he is entitled to withdraw from the entire contract.

II. Dispatch and passage of risk

1. In the absence of other instructions by the buyer we are entitled to determine the mode of dispatch and the means of transportation as well as the forwarding agent or carrier.
2. If the loading or the transportation of the goods is delayed due to reasons for which the buyer is responsible, we are entitled at our choice to either store the goods or to deliver the goods to the buyer, in each case at the cost and risk of the buyer.

Furthermore we are entitled to take all measures we consider necessary to maintain the goods at the cost of the buyer as well as to invoice the goods as delivered. The statutory provisions with regard to the default in taking delivery remain unaffected.

3. In case the parties agreed on a request date for the delivery of the ordered goods and the buyer does not call these goods within four working days from the request date or the parties have agreed on a date for collection of the ordered goods and the buyer does not collect the ordered goods on the agreed date for collection, we are also entitled at our choice to either store the goods or to deliver the goods to the buyer, in each case at the cost of the buyer. Furthermore we are entitled to take all measures we consider necessary to maintain the goods at the cost of the buyer as well as to invoice the goods as delivered. The risk of an accidental loss of the goods will be borne by the buyer from the date the ordered goods have been prepared for collection.
4. In the case of damage to goods in transit the buyer shall immediately arrange for identification of the facts with the competent agency.
5. With the transfer of the goods to the forwarding agent or carrier or to another person who is entrusted with the dispatch, or at the latest, when the goods leave the factory or warehouse, the risk of an accidental deterioration or an accidental loss is passed to the buyer.

III. Mass / weights / qualities etc.

1. Deviations from mass, weights, qualities, deficiencies, number of pieces, length, etc. are valid according to DIN or to normal practice.
2. As far as legally admissible, no warranty is given in respect of colour fastness. The right to marginal levels of bleaching and fading are reserved.
3. We reserve the right to over- or undersupply by up to 10% for customised production and up to 20% in case of deliveries below 500 kg and also for partial deliveries.

IV. Advice on application

Unless expressly agreed otherwise, all technical advice offered by us relating to the technology is without warranty. It does not release the buyer from the obligation to examine the products supplied by us in respect of their suitability, including the suitability for the intended further processing and the intended application.

V. Notification of defects and warranty

1. The buyer must verify the goods immediately upon their delivery. Complaints must be made in writing and notified to us before processing and no later than within eight (8) days upon receipt of the goods with a detailed description of the defects.
2. Where the buyer neglects to make such notification within this time limit, then the deliveries and services shall be deemed to have been accepted. Any hidden defects must be notified, in writing, immediately upon discovery, to us, at the latest following expiration of the warranty clause pursuant to clause V. 6 of these General Terms of Delivery and Payment.
3. Should the goods supplied have a material defect, we will remedy the defect or provide goods without a defect (rectification of defect) at our sole discretion and provided the buyer has presented us with a justified and orderly notice of this defect.
4. The quality of the delivered goods is determined exclusively and finally by the

respective product specification. The details which are provided in the product specifications do not constitute any product warranties.

5. Our liability shall be limited to the quality of its products in conformity with standard specifications. Operating instructions, recommendations, and suggestions of our technical application advisory team, are provided to the best of our knowledge and in accordance with experiences made in practice. They are, nevertheless, non-binding and do not release the buyer from making its own experiments and examinations. No liability results therefrom.
6. The warranty period for goods defective due to faulty design or poor workmanship is 12 month, unless otherwise agreed, beginning with the dispatch of the goods from our works.

VI. General limitation of liability

1. Insofar as it is not otherwise regulated in these conditions, we are only liable for damages or claims for expenses incurred in vain as a result of the infringement of contractual and/or non-contractual obligations only with intent or with gross negligence, including intent or gross negligence of our legal agents, managers or vicarious agents.
2. The liability for damages which are caused by intentional or gross negligent behaviour of other vicarious agents is limited to damages which are customary and foreseeable in this type of contract.
3. Any cases involving breach of contract and any legal consequences thereof, as well as any claims of the buyer, regardless of their legal grounds, are exclusively governed by the present General Terms of Delivery and Payment. In particular, any claims for damages, diminution, cancellation of or withdrawal from the contract are excluded. Under no circumstances shall the buyer be able to assert claims for compensation for damages, which did not arise on the object itself, such as damages for loss of production, loss of capacity, foregone opportunities, *lucrum cessans*, as well as other direct or indirect damages. In excess of this, so far this is legally permissible, our obligation to provide compensation for damages, regardless of the legal grounds, shall be limited to the invoice value of our goods which played a direct role in the damaging event.
4. This exemption from liability does not apply to cases of wilful intent or gross negligence on our part; however, it shall be applicable for wilful intent or gross negligence on the part of auxiliary persons.

VII. Other

I. Applicable law

The legal relationship between us and the buyer shall be governed by the substantial laws of Switzerland to the exclusion of the provisions of the Swiss Private International Law Statute and the provisions of the Convention of the United Nations dated 11.04.1980 on Contracts for the International Sale of Goods.

II. Place of jurisdiction

Any disputes and procedures which arise from or in the context of the contract shall be subject to the jurisdiction of the ordinary courts having jurisdiction at the registered

headquarters of the Seller. We are also entitled to sue the buyer at his general place of jurisdiction.

Inplastec AG, Kasimir-Pfyffer-Strasse 4, 6003 Luzern, Switzerland Dated: September 18, 2017