

General Commercial Terms & Conditions

1. General / Scope

- 1.1 These General Commercial Terms & Conditions (GCTC) are based on Swiss law and shall be applicable worldwide if the parties acknowledge them expressly or tacitly. Differently phrased terms and conditions shall be valid only if they have been accepted expressly and in writing by ASTORplast AG.
- 1.2 These GCTC shall take precedence over any general commercial terms and conditions of the purchaser.
- 1.3 All agreements and legally relevant declarations of the contracting parties shall require the written form to be valid. Only orders issued in writing shall be binding for us. Orally agreed arrangements shall require written confirmation by ASTORplast AG to be effective.
- 1.4 All documents named hereinafter shall be the basis of the contract. They shall be applicable in the order of priority hereinafter. In case of conflicts, the higher-ranking provision shall take precedence over the lower-ranking. The order of priority shall be:
 - (a) the written purchase contract as provided in our order confirmation for the respective purchase,
 - (b) the order confirmation,
 - (c) our written price offer on which the purchase contract is based and, if such was not delivered, our current price list,
 - (d) these GCTC.
- 1.5 The documents belonging to the price offer, such as brochures, drawings, illustrations, weights and other data, unless expressly designated as binding at the request of the purchaser, shall be only approximately authoritative and shall not be part of the contract. The right to amendments due to technical further developments and process improvements shall be reserved.
- 1.6 We shall make guarantees only by special written agreement. Any reference to DIN standards or other standards shall constitute merely product descriptions and shall not represent any guarantee.
- 1.7 If an official permit or authorization is necessary for execution of the order, the purchaser shall furnish same at its own costs.
- 1.8 If the purchaser provides materials for further processing, they shall be delivered free to our factory, and they must satisfy the specification necessary for processing. After conclusion of processing, the purchaser shall take back any remaining materials at its costs, otherwise ASTORplast AG shall reserve the right to destroy or dispose of the goods.
- 1.9 If multi-language versions of the GCTC exist, the German version shall be the sole deciding version.
- 1.10 Should any provision of this contract be or become ineffective, or should the contract contain a loophole, the legal effectiveness of the other provisions shall be unaffected thereby (severability clause). Instead of the ineffective provisions, an effective provision that comes as close as economically possible to the intent of the parties shall be deemed to be agreed from the beginning. The same shall apply in the case of a loophole in these GCTC.

2. Entry into contract and price offers

- 2.1 A price offer shall be valid for three months unless otherwise agreed in writing.
- 2.2 The purchase contract shall be deemed to be entered into when ASTORplast AG has received the purchase order and confirmed acceptance thereof in writing. The order confirmation shall be authoritative for the definition of scope and execution of the

contract services. After receipt of the order confirmation, amendments to or cancellation of the purchase order shall be possible only with written consent of ASTORplast AG.

3. Prices

- 3.1 The information in price lists and brochures shall be non-binding and shall be considered as guideline prices. Information provided by telephone shall not have any long-term validity unless it clearly is a price offer with specified validity dates.
- 3.2 The minimum invoice in Switzerland shall be 200.- Swiss francs, excluding value-added tax, and for deliveries abroad shall be 200.- Euros, excluding statutory sales tax.
- 3.3 The prices stated in the order confirmation shall be valid for 3 months. For deliveries after the expiration of 3 months, counted from the date of the order confirmation, ASTORplast AG shall reserve the right to adjust the prices before shipping the goods.
- 3.4 Unless otherwise agreed, the prices of ASTORplast AG shall be understood as net "FCA Einsiedeln" (Incoterms® 2010) for deliveries outside Switzerland and "EXW Einsiedeln" (Incoterms® 2010) for deliveries in Switzerland, including packaging, without transportation, without insurance and not including the statutorily prescribed sales tax.

4. Payment terms

- 4.1 Unless otherwise agreed, the period allowed for payment shall be 30 days net from the invoice date.
- 4.2 The place of performance for all payment obligations shall be CH-8840 Einsiedeln, Switzerland. The payments shall be made by the purchaser without deduction of discounts, expenses, taxes and fees of any kind. Differently phrased payment terms shall be specially agreed and must be in writing.
- 4.3 In the case of late payment, ASTORplast AG shall have the right to charge late payment interest at the rate applied by Credit Suisse AG, Zurich (Switzerland) for unsecured loans in the respective currency. Furthermore, ASTORplast AG shall expressly reserve the right to assert further claims.
- 4.4 In the case of late payment, or if it must be feared that the purchaser will not be able to meet its payment obligations, ASTORplast AG shall reserve the right to immediate suspension of planned deliveries and shall be entitled to demand a prepayment for further deliveries. If the prepayment does not arrive within 14 days after the demand, ASTORplast AG shall have the right to withdraw entirely or partly from the contract in question. Further claims in this connection shall remain expressly reserved.
- 4.5 All costs in connection with collection of overdue payments, including late payment interest and reminder charges, shall be borne in any case by the purchaser.
- 4.6 ASTORplast AG shall reserve the right to supply new customers as well as customers from abroad and even existing customers only against prepayment.

5. Set-off

- 5.1 Sums due to the purchaser as well as counterclaims, even if they arise from the same contract, shall be permitted to be used as set-offs only with the written understanding of ASTORplast AG.

6. Delivery deadlines

- 6.1 The beginning of the delivery deadlines indicated by us shall not be binding and shall require in advance
 - clarification of all technical questions,
 - furnishing of any applicable permits – see Section 1.7 of these GCTC – by the purchaser,

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- if provision of materials by the purchaser was agreed, receipt of the material – see Section 1.8 of these GCTC.
- 6.2 The delivery deadlines are confirmed in the order confirmation.
- 6.3 It shall be permissible for the delivery deadline to be adapted reasonably if
- the particulars needed for execution of the purchase order are not delivered to ASTORplast AG in due time, or if they are subsequently modified by the purchaser;
 - periods allowed for payment are not respected, letters of credit are opened too late or necessary permits do not arrive at ASTORplast AG in due time;
 - hindrances occur that ASTORplast AG is unable to avoid despite taking the requisite care, regardless of whether these occur at ASTORplast AG, at the purchaser or at a third party. Such hindrances shall be cases of force majeure, for example epidemics, mobilization, war, riot, major operating disturbances, accidents, labor conflicts, late or defective delivery of the needed raw materials, semifinished or finished products, scrapping of important workpieces, official actions or cases of negligence, natural events.

7. Scope of supply, shipping and transportation

- 7.1 The order confirmation shall be authoritative for the scope and execution of the supplies and services. Material or services not contained therein shall be additionally billed.
- 7.2 In principle, ASTORplast AG shall deliver the exact amounts in accordance with the order confirmation. Should surpluses or deficits be unavoidable, they shall not exceed $\pm 10\%$.
- 7.3 Following consultation, ASTORplast AG shall be permitted to make changes compared with the order confirmation, provided they achieve an improvement.
- 7.4 The delivery terms agreed with the purchaser shall be stated in the order confirmation. If no agreement was signed, delivery shall be made "FCA Einsiedeln" (Incoterms® 2010) for deliveries outside Switzerland and "EXW Einsiedeln" (Incoterms® 2010) for deliveries in Switzerland.
- 7.5 Shipping of the ordered goods shall always take place at the purchaser's costs and risks, even in the case of carriage-paid delivery. The packaging material shall not be taken back.
- 7.6 Transportation risks shall be borne in conformity with the applicable delivery terms (Incoterms® 2010). Difficulties in connection with transportation shall be stated in writing by the purchaser on the shipping documents.
- 7.7 Sales in a EU member state shall be subject to "FCA Einsiedeln" (Incoterms® 2010): Depending on applicable legislation, different documents shall be demanded in order to verify that the transportation has actually taken place in another member state. For "FCA Einsiedeln" purchases, these documents shall be procured by the customer. The purchaser shall therefore declare that it understands that it must present the appropriate documents to ASTORplast AG on request in order to verify delivery of the goods in another member state. This documentation may include the following:
- Contract for the International Carriage of Goods by Road (CMR),
 - registration number of the transportation vehicle,
 - invoice of the carrier,
 - insurance documents,
 - written declaration that the recipient with registered office in

- another EU member state has received the goods,
 - name of the ferry or of the carrier, number of the airline company and if necessary number of the trailer or container in which the goods were transported.
- 7.8 The purchaser shall declare that it understands that – should it not be possible for it to provide solid evidence of transportation – the consequence may be that ASTORplast AG shall bill for the statutory sales tax and if applicable late payment interest and monetary penalties to be paid additionally by the purchaser, if the tax authority in question levies such.

8. Late delivery

- 8.1 The purchaser shall have the right to claim compensation for late deliveries provided a delay was demonstrably caused by ASTORplast AG and the purchaser is able to prove loss as a consequence of this delay. If the purchaser would be accommodated by replacement delivery, the claim for compensation for late delivery shall be canceled.
- 8.2 The compensation for late delivery shall be at most 0.5% for each full week of delay but in total shall not be more than 5%, calculated on the contract price of the delayed part of the delivery. The first two weeks of delay shall not justify any claim for compensation for late delivery.
- 8.3 The purchaser shall not have any rights and claims for late delivery of the supplies or services other than those expressly mentioned in Sections 8.1 and 8.2.

9. Regulations in the destination country

- 9.1 The purchaser shall be required to make ASTORplast AG aware, at the latest with the purchase order, of the statutory, official and other regulations and standards that relate to the execution of supplies and services, to the business and to disease and accident prevention.
- 9.2 Should ASTORplast AG be prosecuted as a result of disregard for the above notification obligation, the purchaser shall undertake to hold ASTORplast AG completely harmless.

10. Reservation of ownership

- 10.1 ASTORplast AG shall reserve ownership of the entire supply until its purchase price has been paid in full. The purchaser shall be obligated to take all actions necessary to protect the ownership of ASTORplast AG.
- 10.2 Upon entry into the contract, the purchaser shall empower ASTORplast AG to arrange for an entry of or annotation about the reservation of ownership, pursuant to the statutes of the country in question, in all public registers, ledgers or the like at the purchaser's costs, and shall be obligated, to the extent necessary, to assist in meeting all formalities in this respect.
- 10.3 The purchaser shall maintain the delivered goods in flawless condition at its own costs for the duration of the reservation of ownership. It shall be liable to ASTORplast for theft, breakage, fire, water damage and other risks. Furthermore, it shall take all precautions to ensure that the ownership claim of ASTORplast AG is neither encumbered nor nullified.
- 10.4 Should a regulation comparable with the reservation of ownership in Switzerland not suffice for legally valid reservation of ownership in the purchaser's country, the reservation of ownership shall be defined in conformity with the criteria of the price offer or the order confirmation of ASTORplast AG.
- 10.5 Should a regulation comparable with the reservation of ownership in Switzerland not exist in the purchaser's country, ASTORplast AG shall be entitled to demand a bank guaranty or similar collateral in the amount of the corresponding order upon

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confirmation of the order and to refuse to make delivery until the said surety is handed over in the original.

11. Warranty and liability

- 11.1 ASTORplast AG shall endeavor to ensure that the products delivered by it are free of manufacturing and material defects and that they conform to the sales specifications.
- 11.2 Assured characteristics shall be the particulars listed in the order or in a supply contract and the information in the corresponding product data sheet. The assurance shall be valid at the longest until expiration of the warranty period of 1 year after delivery. Should characteristics deviating from the product data sheet be agreed, they shall take precedence.
- 11.3 The purchaser shall file complaint about obvious deficiencies, regardless of their nature, immediately upon acceptance of the goods. In this case the purchaser shall be required to permit ASTORplast AG access to the goods upon request for the purpose of follow-up inspection or, if ASTORplast AG so requests, to send back a representative amount of the goods.
- 11.4 The purchaser shall file complaint about non-obvious deficiencies, regardless of their nature, as soon as they are discovered, but at the latest within one year after delivery.
- 11.5 Should product deficiencies come to light, the purchaser shall be entitled to demand replacement delivery or elimination of the defect by ASTORplast AG during the warranty period.
- 11.6 If the product deficiency is not eliminated within a reasonable period (60 days) by replacement delivery or in some other way by ASTORplast AG, the purchaser shall be entitled to a reduction of the purchase price or to nullification of the contract.
- 11.7 The warranty shall expire early if the purchaser or third parties undertake improper changes or processing steps or if the purchaser, in the event that a deficiency has occurred, does not immediately take all appropriate actions to minimize the harm and give ASTORplast AG the opportunity to eliminate the deficiency.
- 11.8 Damage that does not result demonstrably from poor materials or defective workmanship or, that results from other causes for which ASTORplast AG is not responsible shall be excluded from the warranty and from liability on the part of ASTORplast AG.
- 11.9 ASTORplast AG shall be subject to unlimited liability according to the Product Liability Act in cases in which it expressly makes a guarantee or accepts a procurement risk and also in cases of malicious or grossly negligent violation of obligations. ASTORplast AG shall also be subject to unlimited liability in cases of malicious or negligent injury to life, body or health. For damage to property and assets caused by slight negligence, ASTORplast AG shall be liable only in the case of violation of substantial contractual obligations (cardinal obligations), albeit limited to the damage typical of the contract and foreseeable upon entry into the contract.
- 11.10 For deficiencies in material or workmanship as well as for lack of assured characteristics, the purchaser shall not have any rights and claims other than those expressly mentioned in Sections 11.2 to 11.6.
- 11.11 A guarantee and liability on the part of ASTORplast AG shall be ruled out for provided sample goods, regardless of whether these were issued for a fee.
- 11.12 In all cases of contract violations and their legal consequences as well as all claims of the purchaser, regardless of the legal basis on which they are made, the final decision shall be governed by these terms and conditions. In particular, all claims that are not expressly mentioned for damages, reduced price, cancellation of

the contract or withdrawal from the contract, shall be excluded. Liability for all consequential damage (such as consequential damage due to deficiency, indirect damage, lost profit, frustration damage or third-party claims blamed by the purchaser on ASTORplast AG) shall be excluded, unless provisions of product liability law necessarily rule otherwise. If ASTORplast AG admits liability for consequential damage in an individual case out of goodwill, this shall not have any prejudicial effect.

12. Ownership of die-cut tools and machines

- 12.1 All die-cut tools and machines used for manufacture of the products shall be owned by ASTORplast AG, even if their production costs were borne in full or partly by the customer. Loaning of die-cut tools and machines to the customer or to third parties shall be excluded. Nevertheless, in the absence of an understanding to the contrary, ASTORplast AG shall be obligated to refrain from using die-cut tools and machines that the customer has fully financed to produce goods for third parties.
- 12.2 If no reorder is received within five years, ASTORplast shall have the right to dispose of the die-cut tools and machines, in particular to destroy them.

13. Data protection

13. ASTORplast AG shall use the data communicated by the purchaser for filling and processing the purchase order(s) or inquiries and for upkeep of ongoing customer relations. To the extent necessary for delivery of goods, data shall be transmitted to the shipping company hired for delivery. You as the purchaser shall expressly declare your consent to this use of your data.

14. Applicable law

- 14.1 All legal relations between the purchaser and ASTORplast AG shall be subject to Swiss substantive law, to the exclusion of UN purchasing law (CISG or Vienna Convention).

15. Court venue

The ordinary courts having jurisdiction over the registered office of ASTORplast AG, CH-8840 Einsiedeln shall be competent for all disputes between the purchaser and ASTORplast AG. Nevertheless, ASTORplast AG shall also have the right to sue the purchaser in the competent court having jurisdiction over its registered office.