



General Terms and Conditions of Sale and Delivery

April 2025

1. Scope of application

These General Terms and Conditions of Sale and Delivery apply to all legal transactions concluded by Plastigum AG (hereinafter referred to as "Seller") with another company or with end users (hereinafter referred to collectively as "Buyer"). They apply both to the delivery of goods and, analogously, to the provision of services. Deviations from the General Terms and Conditions of Sale and Delivery shall only be effective if accepted in writing by the Seller. The Seller does not recognize any terms and conditions other than its own. The Buyer expressly waives the right to assert its own terms and conditions of purchase or delivery.

2. Offer – Offer documents

- 2.1 The Seller's offers are non-binding. The information in presentations, brochures, price lists, etc. is non-binding.
- 2.2 Offers that do not contain an acceptance period are non-binding. Tacit acceptance is excluded.
- 2.3 Offers that do not contain a validity period are valid for a maximum of 3 months.

3. Conclusion of contract

- 3.1 The contract shall be deemed to have been concluded when the Seller has executed a written order confirmation or sent a delivery to the Buyer after receipt of the Buyer's order. The content of the contract is determined exclusively by the text of the order confirmation, the content of the delivery and these General Terms and Conditions of Sale and Delivery.
- 3.2 The information contained in the Seller's drawings, brochures and the like as well as other written or verbal statements of the Seller shall only be authoritative if and to the extent that they are expressly referred to in the order confirmation.
- 3.3 Subsequent amendments and additions to the contract require the written confirmation of the seller in order to be valid.
- 3.4 If the choice of material, the technical design or the construction is made by the seller, the buyer is obliged to check the order confirmation for correctness before the presumed start of execution.

4. Regulations in the country of destination

- 4.1 The Purchaser shall draw the Supplier's attention to the statutory, official and other regulations and standards relating to the execution of the deliveries and services, the operation and the prevention of illness and accidents at the latest when placing the order.

5. Prices

- 5.1 The prices agreed in the contract apply ex works or ex warehouse of the seller. If fees, taxes, customs duties and other charges are levied in connection with the delivery, these shall be borne by the Buyer. The Buyer shall also pay all ancillary costs, e.g. for freight, insurance, export, transit, import and other permits and certifications.
- 5.2 If the order differs from the total offer, the seller reserves the right to change the price accordingly.
- 5.3 The Seller reserves the right to adjust the price if the delivery period is subsequently extended for one of the reasons stated in clauses 6.4, 6.5 or 6.6, or if the type or scope of the agreed delivery or services has changed, or if the material or the design has changed because the documents supplied by the Buyer did not correspond to the actual circumstances or were incomplete.
- 5.4 Costs for the production of customer-specific auxiliary materials (e.g. tools, moulds), which are required for the production of the delivery, shall be borne by the Buyer on a pro rata basis in accordance with a separate agreement and shall be invoiced additionally. The auxiliary materials are the property of the Seller and shall be properly stored by the Seller and used only for the manufacture of the Buyer's parts. Revision and above-average maintenance costs shall be borne by the Buyer and shall be invoiced to him.

6. Delivery

- 6.1 The delivery period shall commence at the latest of the following dates:
 - a) Date as per order confirmation;
 - b) Date of fulfillment of all technical, commercial and other requirements incumbent on the buyer;
 - c) Date on which the seller receives a down payment or security to be paid before delivery of the goods.
- 6.2 The Seller shall be entitled to make partial or advance deliveries and to invoice these accordingly.
- 6.3 Underdeliveries or overdeliveries of up to 10% of the total quantity per order item (or a maximum of one unit for a total quantity of less than 10 units per order item) are due to production-related reasons and cannot be prevented. There is no change to the agreed price per unit for under- or over-delivery. The customer confirms with his order that an under-delivery is not to be regarded as an error. If the customer considers an underdelivery to be an error, the customer must notify us of this in writing at the latest at the same time as his order. The customer confirms with his order to bear the costs for an overdelivery as long as the price charged for this corresponds to the confirmed price. If no other written agreement has been made, the customer undertakes to pay a maximum of 10% of the overdelivery per order item (or a maximum of one piece for a total quantity of less than 10 pieces per order item).
- 6.4 The order confirmation is decisive for the scope and execution of the delivery and service. Material or services not included therein shall be invoiced additionally.
- 6.5 If unforeseeable circumstances or circumstances independent of the will of the parties, such as all cases of force majeure, occur which hinder compliance with the agreed delivery period, this shall in any case be extended by the duration of these circumstances. These include, in particular, official interventions and prohibitions, transport and customs clearance delays, transport damage, energy and raw material shortages, labour disputes and the failure of an essential supplier that is difficult to replace. These aforementioned circumstances shall also entitle the Seller to extend the delivery period if they occur at a supplier of the Seller.
- 6.6 The delivery period shall be extended appropriately if the Seller does not receive information required for the fulfillment of the contract from the Buyer in good time, or if the Buyer subsequently changes it and thus causes a delay in the deliveries.
- 6.7 The buyer shall inspect the delivery within 5 working days of taking delivery. The buyer must report any defects as soon as they are discovered. Otherwise the delivery shall be deemed to have been accepted.

7. Transfer of benefit and risk

Regardless of the type of delivery, the benefit and risk for the purchased item shall pass to the buyer upon shipment/transport ex works. Transportation/shipment ex works shall be deemed to be the time of delivery. The vendor accepts no liability for transport damage.

8. Payment

- 8.1 The Seller's invoices are payable net without deduction within 30 calendar days of the invoice date. Unauthorized deductions shall be charged subsequently. In individual cases, the seller reserves the right to demand advance payments.

- 8.2 Payments are to be made in the agreed currency without any deductions and free to the seller's paying agent.

- 8.3 The buyer is not entitled to withhold payments due to warranty claims or other counterclaims.
- 8.4 The value of goods per order is at least CHF 300. Orders with a value of goods of less than CHF 300 are generally invoiced in the amount of CHF 300 excluding VAT

- 8.5 If the Buyer is in default with an agreed payment or other performance from this or other transactions, the Seller may, without prejudice to its other rights:
 - a) postpone the fulfilment of its own obligations until such payment or other performance has been effected and claim a reasonable extension of the delivery period,

- b) demand payment of all outstanding claims from this or other transactions and charge default interest on these amounts from the respective due date at a rate of 1.25% per month plus VAT, unless the Seller can prove that costs exceeding this amount have been incurred. In any case, the seller is entitled to demand pre-litigation costs, in particular reminder fees and lawyer's fees, from the buyer.

- 8.6 Discounts or bonuses granted by the seller shall be forfeited without further ado in the event of default by the buyer.

- 8.7 The buyer may not withhold payments in the event of non-recognized complaints or counterclaims that have not been legally established. Payments shall also be made if insignificant parts are missing but this does not make it impossible to use the delivery or if reworking of the delivery is still necessary.

- 8.8 If legal transactions between the Seller and the Buyer are concluded via purchasing organizations (purchasing associations, etc.), payments made by the Buyer to the purchasing organization shall have no debt-discharging effect vis-à-vis the Seller. The debt-discharging effect shall only occur upon receipt of the payment by the seller.

- 8.9 The seller retains title to the delivered goods until the buyer has settled all claims arising from the business relationship. The seller is entitled at any time to enter the retention of title in the retention of title register at the buyer's place of residence. If a retention of title is not possible at the buyer's place of residence.

9. Warranty, liability

9.1 Defects

The Seller undertakes to perform the deliveries and services in accordance with the specifications stated in the delivery contract or in the relevant order confirmation. A delivery or service is defective if it is not or only partially suitable for the intended use under the specifications previously agreed between the seller and the buyer.

9.2 Obligation of the buyer to give notice of defects

Externally recognizable defects must be noted immediately by the Buyer on the delivery bill and must contain precise details of the circumstances and nature of the defects complained of. The Buyer shall send a copy of this delivery bill to the Seller without delay. Hidden defects must also be reported to the Seller in writing, on the delivery bill and within 7 calendar days. The Seller shall not recognize any notices of defects that arrive late. Notices of defects shall not cancel the payment obligation (Section 8.).

9.3 Warranty obligation and scope of the buyer's rights

Warranties are also void in the event of alleged damage caused by mere ageing or incorrect storage, e.g. prolonged exposure to sunlight.

9.4 Liability

The Seller's liability shall be limited to a maximum of the value of the products supplied by the Seller and produced by the Seller. Claims for damages (including liability for consequential damages, e.g. for lost production) are excluded in full to the extent permitted by law.

10. Withdrawal from the contract

- 10.1 Unless a more specific provision has been made, the prerequisites for the buyer's withdrawal from the contract are a delay in delivery due to gross negligence on the part of the seller and the unsuccessful expiry of a reasonable grace period set. Withdrawal must be asserted by registered letter.

- 10.2 Irrespective of its other rights, the seller is entitled to withdraw from the contract.

- a) if the execution of the delivery or the start or continuation of the service is impossible for reasons for which the buyer is responsible or is further delayed despite the setting of a reasonable grace period,
 - b) if doubts have arisen as to the Buyer's ability to pay and the Buyer, at the Seller's request, neither makes advance payment nor provides suitable security prior to delivery, or

- c) if the extension of the delivery period due to the circumstances listed in clauses 6.4, 6.5 or 6.6 amounts to more than half of the originally agreed delivery period, but at least 6 months.

- 10.3 Withdrawal may also be declared with regard to an outstanding part of the delivery or service for the above reasons.

- 10.4 If insolvency proceedings are opened against the assets of one of the contracting parties or if such proceedings cannot be carried out due to a lack of sufficient assets, the other contracting party shall be entitled to withdraw from the contract without setting a grace period.

- 10.5 Notwithstanding the Seller's claims for damages, including pre-litigation costs, in the event of withdrawal, services or partial services already rendered shall be invoiced and paid for in accordance with the contract. This shall also apply if the delivery or service has not yet been accepted by the Buyer and for preparatory acts performed by the Seller. Instead, the seller shall also have the right to demand the return of items already delivered.

- 10.6 Other consequences of withdrawal are excluded.

11. Rights of the seller

The Seller may withdraw from the contract in whole or in part if the Buyer's financial circumstances deteriorate significantly.

12. Technical documentation and documents

The Seller reserves the right of ownership and copyright to offers, cost estimates, calculations, illustrations, drawings and other documents. If such documents are designated as "confidential", the Buyer shall require the express written consent of the Seller before passing them on to third parties.

13. Place of performance, place of jurisdiction and applicable law

- 13.1 The place of performance for deliveries, payments and all obligations is that of Plastigum AG which has invoiced.

- 13.2 The place of jurisdiction is the registered office of the seller.

- 13.3 All legal relations between the Seller and the Buyer shall be governed exclusively by Swiss substantive law to the exclusion of the Swiss Federal Act on Private International Law and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Sales Convention).