

## General terms and Conditions

1. For all deliveries and services, the following general terms and conditions apply exclusively if no other written conditions are explicitly fixed. We acknowledge no alternative conditions even if they don't explicitly contradict our conditions.
2. Orders and supplements related to them need a written confirmation from Merz-Meyer AG in order to be valid. For special orders, the customer has to accept a quantity tolerance of plus or minus 10%.
3. All prices are calculated from St. Margrethen, except those mentioned otherwise, and do not include packaging, which is charged at cost and non-returnable. Costs can in any case be subject to change. If cost increases occur between the order confirmation and delivery we are entitled to newly calculate the price accordingly.
4. Shipping is at the cost and risk of the buyer; the buyer has to bear this risk even if exceptionally shipping paid by sender has been arranged. Goods are not insured by the seller.
5. Invoices are to be paid in whole within 30 days. After this delay, an interest of 2% above the current bank rate will be charged. All expenses generated by reminders and collection fees are charged to the client. If the financial situation of the buyer deteriorates (e.g. in the case of a protest of the bill, if the buyer declares a freeze on payments or in the case of suing for payment and complaints concerning bills, performance) or if the agreed payment deadline hasn't been respected, Merz-Meyer AG is authorized to make due all invoices, in particular bills due at a later date as well, and to cancel the sales contract. Several deliveries form a lump delivery and thus a lump invoice. Payments on partial deliveries are considered as advances on the invoice of the total delivery.
6. Reservation of proprietary rights: All delivered goods remain the property of Merz-Meyer AG until the complete payment of the lump invoice and until the clearing of any possible debts from current balance, to be paid by the buyer. In the case where the buyer resells the goods delivered by Merz-Meyer AG before having paid the invoice, it has already been agreed upon that the invoice to be paid by the secondary buyer is owed to Merz-Meyer AG. The buyer is obliged to regularly place at Merz-Meyer AG's disposal lists concerning those invoices due to Merz-Meyer AG. If Merz-Meyer AG so desires, the buyer is obliged to mention on its invoices that the invoices are, by cession, due to Merz-Meyer AG's favor and that the amount of these invoices must be paid to an account chosen by Merz-Meyer AG. The buyer must immediately inform Merz-Meyer AG if the delivered goods under the reservation of proprietary rights or if the ceded invoices have been pawned by a third party.
7. Perturbations in the enterprise or events of unavoidable nature, interruptions or delays in the delivery of raw materials, shortage of raw materials or other similar situations exempt Merz-Meyer AG from delivery obligations. All deterioration in the credit worthiness of the buyer or any justified reason to fear such a change gives Merz-Meyer AG the right to cancel a sales contract or make the delivery dependent upon pre-payment.
8. Default complaints are only taken into consideration if Merz-Meyer AG receives them in the 8 days which follow the receipt of the goods.
9. It has been agreed upon that all juridical affairs concluded with Merz-Meyer AG are treated based on Swiss law. The site of performance for the two parties is St. Margrethen. The court of jurisdiction is exclusively the St. Gallen commercial court.