

General Terms and Conditions of Delivery and Services (GTC) – June 2008 (English)

1. General

All offers and agreements are based exclusively on the present GTC. The placement of an order or acceptance of a delivery will be deemed to be acknowledgement of the GTC. Diverging terms provided by the customer which have not been expressly acknowledged by us in writing are not binding on us, even if we have not explicitly rejected them.

The invalidity or modification of individual terms does not affect the validity of our remaining GTC.

Verbal or telephone agreements are only binding subject to written confirmation by us.

2. Offers and acceptance of orders

Our offers are subject to change. All orders placed only become legally valid after they have been confirmed in writing by us.

Unless otherwise agreed, our terms and conditions of delivery are ex works at Reinach.

3. Prices

Our prices are calculated on the basis of costs as currently known (raw materials, wages, statutory taxes and duties, etc.) and apply solely to the period and quantity stipulated by us. Our prices are exclusive of value-added tax, which will be additionally invoiced for deliveries within Switzerland.

4. Plates and artwork

Charges for making plates will be in accordance with our current price list. Any additional work or special services will be charged separately.

5. Quantity tolerance

Unless otherwise agreed, we are in principle entitled to deviate from the stipulated delivery volume by plus/minus ten percent if production conditions so dictate.

6. Quality

The order shall be carried out according to the relevant DIN/EN standards and as per the state of the art technology, except where specific customer specifications have been agreed.

7. Delivery period

We endeavour to dispatch the ordered products within the agreed delivery period. This is conditional on all details of execution being clarified and on the customer's timely satisfaction of all requirements to be met by him (artwork, approving printed material, etc.). If the customer demands any changes following confirmation of the order, we reserve the right to extend the delivery period.

8. Payment

Unless otherwise agreed, invoices fall due for payment within 30 days net from the date of invoice. Discounts will not be granted. In the event the customer defaults on payment, interest on arrears will be payable in accordance with Art. 104 of the Swiss Code of Obligations even if a reminder is not issued.

In terms of payment, each delivery is determined to be a separate transaction; the customer is not entitled to offset our payment claims with any counterclaims.

9. Reservation of ownership

The delivered goods remain our property until such time as the customer has satisfied all liabilities toward us.

10. Acceptance by the customer

The customer is required to accept goods on the following terms:

- (1) orders with a specified delivery date are to be accepted by that date at the latest;
- (2) call-off orders must be accepted within one year of the day on which the order was placed.

If the customer defaults in accepting delivery of the goods, we are entitled to invoice the quantities due and to claim warehousing costs.

11. Warranty

We guarantee the product features which the customer has been assured of. Any more extensive warranty is excluded, in particular for defects resulting from further processing. Notice of defective goods must be made immediately, appending the relevant control/box label. The defective goods must be held in storage and may only be destroyed subject to our consent. Complaints regarding defects should be made before using the goods and by no later than six weeks after receipt.

Any advice we provide on the use of products, whether verbally or in writing, is non-binding and does not release the customer from his obligation to verify the suitability of our products for the intended processes and purposes. Product liability is borne solely by the customer. Lodging of complaints regarding defects does not release the customer from his obligation to comply with his contractual commitments and with these GTC.

12. Markings, trademarks and other commercial property rights

All measures taken by us at the customer's request, in particular putting markings, imprints or designs on a tube, a tube closure or on other packaging or products, and other such measures of any kind, are the sole responsibility of the customer.

With respect to all such markings and measures, the customer will ensure that no commercial property rights or other third party rights are infringed or affected. The customer herewith releases us from all claims by third parties and will hold us safe and harmless against all court and out-of-court measures and the consequences of the said in connection with such markings and other measures.

In the event that we become aware of the existence of third party rights, we are entitled to discontinue deliveries to the customer at any time. If we continue to deliver, this does not affect the customer's duty to defend us and hold us safe and harmless against claims by third parties.

If we so request, the customer is required at any time to inform us immediately of all the facts and circumstances in connection with third party rights.

13. Liability

Liability is limited to the replacement of faulty material delivered by us. Other claims relating particularly to consequential damages or indirect damages or relating to product liability claims from the market are excluded.

14. Force majeure

All events and facts outside our influence or control are deemed to be *force majeure* and as such exempt us from any warranty or delivery obligation.

15. Place of performance and jurisdiction / applicable law

The place of performance and jurisdiction is **Arllesheim**. Material Swiss law is applicable under exclusion of international treaties.