



## 1. General conditions

Our general conditions of sale and terms of delivery are an integral part of every contract having been concluded between ourselves and our customers. Eventual existing purchasing conditions of the buyer are in no case binding for us, even if we have not expressed our explicit contradiction against such special terms of the customer.

## 2. Utilization

The products having been supplied by ourselves or by our own agencies to the customer are exclusively destined for the own use and may therefore not be resold. If there are any exceptions from these prescriptions to be made, these exceptions would require our explicit agreement.

## 3. Orders / Contract agreement

The minimum order quantity is 100 kg. By way of exception smaller quantities can be ordered with an extra charge of EUR 80 / CHF 120. By ordering, the customer declares authoritatively that he wants to buy the goods. As contract agreement the order confirmation is required in writing or at delivery according to the order.

## 4. Deliveries

The sizes and weights having been determined by ourselves prior to the shipment of the commodities are relevant for our calculations. Partial shipments are allowed. The quantity to be delivered having been determined by both the parties of the contract may be as stated thereafter exceeded or also have an underweight, without according the customer the right to submit any claims in this respect:

Ordered quantity up to 500 kg	+/- 10%
Ordered quantity over 500 kg	+/- 5%

Special agreements are subject to alteration if special manufactures should have to be carried out.

## 5. Dispatch

As far as the dispatch is concerned, there are applicable the regulations according to the Incoterms (last edition). In case of a delivery where the carriage is paid, both route of delivery and mode of shipment are determined by ourselves. If the customer should however wish another itinerary of delivery or another mode of shipment, and provided that this different way of delivery should be accepted, he would be constraint to take charge of the eventually resulting additional freight costs in comparison to the possibility of dispatch which was determined by ourselves, if there has been arranged a delivery with paid carriage. If hindrances occur, such as war, serious breakdown, interruption of traffic, orders proclaimed by a supreme authority and cases of force majeure as well as strikes and lock-out from work, scarceness of raw-materials and lacking of manpower, which impede the manufacture and the dispatch of the commodities, such hindrances release the supplier for the duration of the mentioned troubles and in the scope of their consequences from his obligation to carry out the deliveries and give him the right to withdraw - also partially - from the contract, without giving the buyer the right to claim for damages.

## 6. Prices

The deliveries will be invoiced according to the arranged prices. In case of deliveries where the carriage is paid, all the eventual increases of the freight tariffs are to be borne by the buyer himself. Eventually arising costs for the re-exploitation of non returnable so-called one-way packaging's are not

included in our sales prices and would therefore have to be invoiced additionally to the customer in case of need.

## 7. Proviso regarding the prices

If the cost factors taken as a basis for the calculation of our prices should undergo an alteration, we are entitled to adapt the prices accordingly.

## 8. Terms of payment

The invoices are payable within 30 days. It must moreover be mentioned that all the terms of payment, eventually also particular terms, having been arranged with the customer are relevant. All expenses and charges arising in connection with the procedure of payment are to be borne by the customer.

## 9. Default

In case of default we are empowered to apply for the immediate settlement of the complete balance resulting from the business relations. We are moreover also entitled to debit the buyer with the interests payable on arrears which are usual in the banking business. Such interests are those interests which have to be paid to receive the necessary trade credits. The settlement of a counter-claim against our own claims made on the customer is inadmissible. If there should exist well-founded doubts as far as solvency and trustworthiness of the buyer are concerned, we are empowered - regardless of our other rights - to ask for advanced payments for those deliveries which have not yet been carried out.

## 10. Reservation of title

The supplier shall remain the owner of all the deliveries carried out until full payment has been received in accordance with the contract. During the period of the reservation of title the customer shall, at his own costs, maintain the delivered commodities in perfect conditions. The customer shall furthermore take all measures to ensure that the supplier's title of property is in no way prejudiced or even suppressed.

## 11. Technical leaflets

The customer assumes the obligation to read and to take notice of the received technical instruction sheets and to comply with the recommendations given in these leaflets.

## 12. Dissatisfied customer's complaints

The customer is obliged to test the delivered commodities absolutely upon receipt, in order to be convinced that their quality and suitability meet with the requirements of the intended use and with the corresponding conditions of production. If such an indispensable test should be omitted or not be carried out on a sufficiently wide scale or if obviously visible deficiencies should not be notified us immediately or latest within 14 days after having received the commodities in question, the delivered products will be considered as accepted by the buyer as far as such deficiencies are concerned. Not visible deficiencies are considered as being accepted if they were not notified us immediately after having been discovered, latest however before one year after the dispatch of the products has elapsed. Objections are to be made in writing, with the simultaneous indication of both invoice number and lot number. Rejected as unsatisfactory products may only be sent back after having received our explicit consent. A dissatisfied customer's complaint, which has been notified us regularly and which is fully justified, obliges us, under the adequate taking into account of the customer's interests, to concede him a discount, as well as the improvement and touching up or the exchange of the



delivered products, or, if necessary, even the re-acceptance with the simultaneous reimbursement of the purchase-price. As a maximum amount to be refunded for a damage applies basically the purchase-price of the quantity consumed by the customer of the product having been rejected by him as unsatisfactory, with the exclusion of any possible subsequent claims for damages.

### 13. Guarantee

In principle Rotoflex AG does not guarantee that its products are appropriate for a designated application. Rotoflex AG only guarantees that at the time of delivery certain physical and chemical characteristics of its products (see point 2) are concordant within the bounds of customary in a trade and technical metering precision with the characteristics of an agreed standard, for example a sample. A guarantee only applies to such characteristics resulting from the recipe and therefore may be impacted by Rotoflex AG. For example constancy of the recipe itself, viscosity, density, optical characteristics like colouring, transparency, brilliance etc. It does not apply to characteristics beyond our control for example adherence, which is affected of the compound and pre-treatment of the print-substrate. Only if specially agreed, Rotoflex AG guarantees to a greater extent. Shelf life: see separate information sheet.

### 14. Liability

Claims of the customer for indemnifications in connection with a suffered damage, which was the consequence of a delayed delivery or of an insignificant negligent inobservance of our contractual or legal duties, are excluded.

### 15. Packaging / Returnable containers or barrels

Unless otherwise specially agreed, the so-called non-returnable one-way packaging is not taken back by the supplier. So far as the customer believes that these packaging could be usable again for his own purposes, he will be constraint, before using them again, to remove or to deface our company name and our company logo as well as the designation and denomination of the commodities. Damaged returnable containers or barrels will be repaired or replaced and the resulting costs will be charged to the customer.

### 16. Exclusion of the supplier's further liability

All possible cases of infringement of the concluded contract and their legal consequences as well as the claims of the customer - regardless of the legal arguments - are conclusively regulated in these general conditions of sale and terms of delivery. All the claims for indemnification of damages, decrease and annulment of the contract or withdrawal from the contract which have not been clearly and expressly mentioned, are excluded. Under no circumstances there will be accepted claims of the buyer for indemnification of damages which have not been produced at the delivered product itself, such as for example loss of production, losses of usufruct, loss of orders and avoided profits as well as other collateral or immediate damages. This exclusion from the liability does not apply in case of illicit intention or gross negligence through the supplier, but it also applies for illicit intention or gross negligence committed by temporarily engaged auxiliary workers. This exclusion from liability does however not apply as soon as this responsibility contrasts with coercive law.

### 17. Jurisdiction and applicable law

The place of jurisdiction for both the customer and the supplier shall be the registered place of business of the supplier. The supplier shall however be entitled to sue the customer at the latter's registered address. The contract shall be governed by Swiss substantive law. Please take note that the German version is legally binding.

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