

## General Terms of Business

### 01 Applicability

These General Terms of Business regulate all business relations between Kolb Distribution Ltd. or Kolb Distribution B.V. (both hereinafter referred to as "KOLB") and the Customer. On notification to the Customer and conclusion of the contract, they form an integral part of the contractual relationship and are applicable thereafter to each contract which is concluded.

Varying terms of business are not recognized unless KOLB has approved them in writing. These General Terms of Business remain valid where KOLB, being aware of the Customer's varying terms of business, fulfils the Customer's order without reservation.

Should individual provisions of these General Terms of Business be or become invalid or contain a gap, the obligations imposed by the remaining provisions shall not be affected. Invalid parts shall be replaced by valid provisions which correspond as closely as possible to the legal and economic purpose of the invalid provision. The same procedure shall be followed if gaps are found to exist in the contract.

### 02 Offer, order and conclusion of the contract

Any offers made by KOLB as well as any information on price, quality, delivery date and availability are non-binding unless expressly stated as being binding. An offer which is stated as being binding is valid for 30 (thirty) days unless otherwise agreed. A contract is deemed to have been concluded when KOLB confirms the Customer's order in writing or fulfils the order.

### 03 Delivery/performance of the contract

The offer and confirmation by KOLB are determinative for the scope and performance of the delivery of goods. The particular sizes and weights for the delivery shall conform to the sizes and weights determined by KOLB and stated in the delivery documentation. The goods are accepted as being in accordance with the contract provided there is no more than a maximum negative difference of 1.5 % for a nominal filling weight of 1-15 kg and a maximum negative difference of 1 % for a nominal filling weight of more than 15 kg.

Delivery is made at the Customer's expense and shall be to the Customer's domicile, unless a special place of delivery is agreed on by the parties or arises from the nature of the transaction.

Partial deliveries are permissible unless the opposite is expressly agreed. Delivery dates are only binding if they have been agreed in writing. If KOLB cannot meet them, it must inform the Customer without delay and has the right to be granted an appropriate grace period. Compensation for late delivery is excluded.

### 04 Technical Material

The Customer and KOLB may agree on the delivery of technical appliances, equipment or spare parts (jointly 'Technical Material'). To the extent agreed Technical Material shall be installed by KOLB. Delivery and/or installation shall be effected in compliance with the instructions of the manufacturer.

Save where otherwise agreed, ownership of Technical Material is transferred to the Customer. The use and risk are transferred to the Customer when delivery is made. In every case, operation and monitoring are a matter for the Customer. The Customer acknowledges the fact that proper operation requires that no modification is made to the Technical Material and installation, that it is not used or handled in an inappropriate manner or used contrary to the manufacturer's instructions and that proper operation is possible only with the use of products recommended by KOLB, that the safety data sheets and product information are followed and the recommended maintenance work performed.

### 05 Supporting advice

Supporting advice on the use and application of the goods and/or Technical Material which is made available by KOLB, together with sales advice, are provided with due care. However, advice does not release the Customer from its responsibility to have the goods

and/or Technical Material expertly examined as to their suitability for the intended application.

### 06 Payment

Invoices are to be paid in full within the stated term. Discounts may not be deducted unless this has been expressly agreed. Unless otherwise agreed, the term of payment is 30 (thirty) days as of the date of issue of the invoice.

Should the Customer not meet the payment deadline it is, irrespective of any reminder, in arrears of payment and must pay interest on arrears amounting to 4 (four) percent above the prevailing discount rate of the National Bank of Switzerland, subject to a minimum of 5 (five) percent p.a. In the event of default, KOLB has the right to withdraw from the contract without further notice and to demand compensation.

Payment shall be made by bank transfer. Payment is deemed to be made when the amount has been credited to KOLB's bank account in full and irrevocably. Checks and bills of exchange are not accepted as a means of payment.

### 07 Warranty

The Customer is obliged to examine the delivered goods without delay and to report in writing any defects within 5 (five) days of receipt. Hidden defects are to be reported in writing within 5 (five) days of their detection, at the latest, however, 6 (six) months following the receipt of the goods. Should the Customer not make such a report, or fail to do so within the time limits prescribed above, the delivered goods shall be deemed faultless and approved in all their functions.

Where complaints have been lodged in good time against goods, these goods are to be rejected and shall be replaced by KOLB (replacement delivery). Further claims by the Customer arising from statutory warranty (e.g. reduction, rescission) are, to the extent legally permissible, expressly rejected. Rejected goods may only be returned with the express consent of KOLB.

KOLB makes no warranty and accepts no liability for the performance by goods, Technical Material and installations of the intended purpose or for their function.

In the case of Technical Material and installations, the warranty is given by the manufacturer or any subcontractors who may have been engaged and depends on their instructions. KOLB accepts no responsibility for the operation and monitoring of Technical Material and installations.

In the event of failure to comply with the law, the contract, these General Terms of Business or the separate conditions, recommendations and directives referred to therein, all warranty and liability on the part of KOLB shall lapse.

### 08 Liability

Except in the event of intent and gross negligence on the part of KOLB, the Customer shall have no claim to compensation.

### 09 Data protection

The Customer agrees to the processing, storage and use of any of his personal data necessary for carrying out the order.

### 10 Retention of title

Goods which have been purchased by the Customer remain the property of KOLB even after delivery until payment has been made in full. On request, the Customer undertakes to support KOLB in all actions to protect his ownership (e.g. entry in the retention of title register). In the event of seizure or any other form of confiscation by a third party, the Customer is obliged to inform KOLB of this without delay.

### 11 Applicable law/place of jurisdiction

Swiss law applies exclusively to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods 1980 and Swiss Private International Law. The place of jurisdiction is Zurich/Switzerland; KOLB is, however, also entitled to bring a claim against the Customer at its registered office or domicile.