

General Terms and Conditions of ISP AG, Neusatzweg 23, 4133 Pratteln

I. General

All our agreements, sales, deliveries and other services including consulting services are fully subject to these General Terms and Conditions (GTC), insofar as they have not been amended or supplemented by written agreement. Verbal agreements are invalid.

The acceptance of the order takes place with our delivery of the goods or through our written order confirmation.

II. Offer

Our written offers are binding for 90 days, unless otherwise noted.

Our offers are confidential and may only be given for inspection to persons who are involved with our offers.

Agreements, especially oral collateral agreements, promises, guarantees and other assurances given by our sales staff shall only become binding with our written confirmation.

Our publications and sales documents serve as a general orientation. All technical data, weights and illustrations are not binding. Constructions are subject to changes. The customer may only rely on certain properties when these are offered to him specifically and in written form by us.

III. Prices and terms of payment

The prices do not include VAT, freight, postage and packaging- unless other offered rates provided are stated . Any additional costs due to required material and security checks or special logistics and transport processes are not included and are billed separately. For invoicing, the measured weights at the point of departure prevail. If the goods are invoiced in liters, the volume is calculated at the average density of + 20 ° C.

Unless agreed otherwise, the invoices are due 30 days net from the date of invoice. We reserve the right to require a different form of payment. Not permitted are the withholding of payments nor the resolution of our claims with counterclaims that are not recognized by us. The ownership of the delivered product remains with us until the payment of the invoice is effectuated. If the customer delays the payment of the invoice, we are entitled to register the reservation-of proprietary rights in the reservation-of-proprietary rights registry at the expense of the customer.

The minimum order value is CHF 50.- net value of goods. For export deliveries, the minimum order value is CHF 100.- net merchandise value.

If the customer is delayed with a payment obligation, he shall pay a default interest of 5% and a compensation for damage.

IV. Delivery and testing

We will always endeavor to comply with our stated and carefully calculated delivery deadlines. However, in situations where we are not responsible for interference in business operations with or at our suppliers, nor in cases of force majeure, which are based on unpredictable and involuntary events, the delivery time is extended accordingly. Any delays in delivery do not entitle the customer to cancel the order nor to claim compensation. Delivery shall be deemed when the goods leave the production place. The place of performance with transfer of benefits and risk is our business premises (EXW Incoterms 2010).

Shipping and transport risk shall in all cases be borne by the customer, even with the agreement of freight or postage-free delivery of the goods. The packaging is done with the utmost care. In case of breakage and transport damage for the recipient of the goods, the recipient must immediately send a corresponding reservation to the transport company and inform us in writing about the damage. This applies even if the packaging of the goods does not show any external damage.

After receipt, the goods must be checked in particular regarding identity, quantity, accompanying documents and externally visible damage. Transport damages must be immediately communicated, if possible directly to the delivery person and afterwards to the transportation company.

We are entitled to partial deliveries to a reasonable extent. In particular, we are entitled to make excess or short deliveries up to 10% of the agreed amount, in case it is not possible, for manufacturing reasons, to provide the exact amount (eg manufactured goods).

We only conclude insurance of the goods against transportation, breakage, fire and water damage, if the customer has instructed us in writing to do so.

V. Exchange of Goods

Return of goods can be made only by a prior written agreement with us. The goods must be complete and in perfect condition and in its original packaging. Specifically ordered items by the customer are not returnable. The client will be charged at least 10% of the quoted price, and at least CHF 100.- for the turnover.

VI. Warranty

The date of dispatch is decisive for the contractual condition of the goods.

Complaints can only be considered if the complaint is made immediately. Within the meaning of these terms, immediately means within a period of eight working days from receipt (for obvious defects) or from discovery (for hidden defects).

Should complaints about faulty material or defective work be justified on our part, we will offer either a free replacement or repair at our option. For this purpose, the defective goods have to be returned at no cost to us.

All warranty claims fail if the customer does not provide any opportunity for us to be convinced of the defect, and if he does not make the defective goods immediately available.

Under the above-mentioned cases, defects are not covered, which are due to improper handling, excessive stress or normal wear and tear. Furthermore, we do not consider complaints that can be attributed to modifications made by the user or to reworking of the delivered goods by the user.

VII. Liability

The liability is excluded insofar as legally permissible. In particular, we are not liable for the behavior of assistants, for delays in delivery, for consequential damages, for lost profits or other financial losses.

VIII. Intellectual property

All documents such as offers/quotes, designs, plans, working drawings or calculations which we manufacture for the customer, remain our property. The customer is bound to use them only for the collaboration with us and is neither allowed to use them for his own purposes nor is he allowed to give them to unauthorized third parties. Drawings and other documents related to offers have to be returned upon request.

IX. Molds and tools

Forms and tools that we manufacture or have manufactured for a customer, remain our property even if the customer pays the costs partially or in full. There is no entitlement to handing-over. However, we will use these forms and tools exclusively for the client, treat them carefully and keep them at maximum until five years after their last use. The arising costs from use and wear are charged to the customer.

X. Privacy Policy

We save and use information of customers for the handling of our own business. For the processing, we respect the data protection legislation in force.

XI. Customs regulations (for lubricants)

The customer is responsible for compliance with all customs rules, which are issued by the respective/relevant authorities. For lubricants in particular, the implementation decrees of the Federal Customs (OZD) and the filings with the OZD in Bern regarding the user commitment document apply.

XII. Salvatoric clause

Should one or more of the above stipulations be or become ineffective, the validity of the remaining stipulations will not be affected. The parties commit themselves to replace ineffective regulations so that their economic purpose will be safeguarded to its permitted extent.

XIII. Applicable Law and Jurisdiction

The contracts entered with the customer are subject to Swiss law, with the exclusion of the contract of the United Nations Convention for the International Sale of Goods (CISG). Jurisdiction for the assessment of any disputes arising from these contracts is Arlesheim.

September 2015