

#### **1 Exclusive application**

- 1.1 These General Terms and Conditions of Purchase apply to all Ferrum Packaging Ltd. (hereafter called Ferrum) purchases, unless another agreement has been explicitly made in writing.
- 1.2 Any supplier General Terms and Conditions of Sale or Delivery are hereby rejected. These are excluded unless they are expressly acknowledged by Ferrum.

#### **2 Requests - Offers**

- 2.1 Offers submitted on request will not be charged to Ferrum. A commitment period of 90 days applies if the request by Ferrum or the supplier's offer does not specify otherwise.

#### **3 Form of procurement**

- 3.1 Only orders completed on the Ferrum order form are considered valid. Verbal or telephone agreements, additions and amendments must be confirmed in writing by Ferrum in order to be considered valid.
- 3.2 Every order must be confirmed in writing no later than 14 days after the order date unless otherwise indicated in the order.

#### **4 Prices**

- 4.1 The agreed prices are fixed prices and are DAP to the Ferrum delivery address in line with INCOTERMS 2010 or to the delivery address indicated by Ferrum in the order, incl. packaging.

#### **5 Provision of materials**

- 5.1 Material that Ferrum provides free of charge to complete an order must be marked as the property of Ferrum and stored separately until processing. Such material may only be used to complete the Ferrum order. Waste must be returned at the request of Ferrum.

#### **6 Delivery period and consequences of delay**

- 6.1 The delivery deadline is said to have been complied with if the agreed, complete delivery (material, service, documentation, etc.) arrives at the delivery address indicated by Ferrum prior to the expiration of the deadline during business hours. Potential delays to delivery must be immediately communicated to Ferrum in writing, together with the reasons for the delay and the expected duration of the delay.
- 6.2 Ferrum reserves the right to assert statutory claims in the event that the agreed delivery deadline is exceeded, regardless of whether the supplier has announced the delay or a contractual penalty has been agreed. The receipt of the delayed delivery does not represent a waiver of claims for compensation or a contractual penalty.
- 6.3 The supplier may only refer to the absence of necessary documents to be provided by Ferrum or additional items and individual parts if the supplier requests these in due time or if the supplier lodged an immediate complaint when the deadline was agreed.
- 6.4 Force majeure, industrial disputes, unrest, official measures, transport disruptions or other disturbances that arise for Ferrum or its suppliers, which lead to the restriction or suspension of production, release Ferrum from an acceptance or compensation obligation for the duration and to the extent of their impact.

#### **7 Packaging, documents, transport and transfer of risk**

- 7.1 Packaging must effectively protect the goods against any damage and corrosion during transport and potential subsequent storage. The transport insurance is borne by Ferrum for all shipments between the supplier and Ferrum.
- 7.2 The supplier is responsible for all costs and damages that arise from non-compliance with the instructions of Ferrum for transport, customs clearance, etc.
- 7.3 The supplier shall be informed of any transport damage within 10 days. The supplier undertakes to immediately remedy the damage by repair or replacement delivery, taking into account the interests of Ferrum's customers.
- 7.4 Ferrum reserves the right to return packaging materials in return for credit on the amount invoiced. The cost of return transport is borne by Ferrum.
- 7.5 A detailed delivery note that contains information on the Ferrum order number, order date, references, quantities and gross and net weight must be included in every shipment. Every item must be labelled, or identified using another appropriate medium, with Ferrum's order number and order item number.
- 7.6 The benefits and risks transfer to Ferrum on acceptance of the delivery unless otherwise agreed. If the required shipping documents are not supplied correctly with a delivery, the delivery will be stored on the account of and at the risk of the supplier.

#### **8 Acceptance and warranty**

- 8.1 The supplier shall bear the overall responsibility for the quality of the delivered goods. The supplier guarantees that he fulfils all of Ferrum's requirements in the production of the goods. The delivered goods must conform to all Ferrum standards and must be produced in accordance with EU regulations. The supplier ensures that all goods delivered comply with the requirements for a CE mark or any other conformity mark required in the Ferrum order. The supplier shall produce the relevant certificates at any time on request.

- 8.2 The supplier guarantees that the delivered goods have no defects that may impair their value or their suitability for the prescribed use and that they fulfil the preceding requirements.

- 8.3 If it becomes evident that the delivered goods, or parts thereof, do not fulfil the guarantee pursuant to Sections 8.1 and 8.2 during the warranty period, and not resulting from the actions of Ferrum, the supplier is obliged to immediately repair the damage on site at cost to the supplier, or to have it repaired, or to deliver a replacement to Ferrum that is free of defects and at no cost to Ferrum, the choice of which is to be decided by Ferrum.

- 8.4 If the supplier delays in the repair of defects or in urgent cases, Ferrum may repair the defect itself, or have it repaired, at the cost and risk of the supplier.

- 8.5 Defects shall be notified upon detection. Notification of defects may be made at any time within the warranty period without complying with specific deadlines.

- 8.6 The warranty period lasts for two years from the application or commissioning of the delivered goods.

- 8.7 The same warranty must be provided for replacement parts and repaired parts as for the goods originally delivered, whereby the warranty period for repaired or replaced parts restarts after re-commissioning.

- 8.8 Statutory warranty claims remain reserved.

- 8.9 The payment of an invoice is not considered as approval of the delivered goods.

#### **9 Product liability**

- 9.1 The supplier is responsible for the product liability of the delivered goods. The supplier shall completely indemnify Ferrum, on first request, for all product liability claims from the delivered goods that are raised against Ferrum. This obligation includes the assumption of court and out-of-court costs, as well as free and unconditional support in defending such claims. In case of a dispute the supplier undertakes to assume potential proceedings against Ferrum at the cost and risk of the supplier and to enter into the proceedings in place at Ferrum.

#### **10 Environmental protection, health and safety**

- 10.1 The supplier promotes environmentally friendly management and undertakes to operate in compliance with the relevant laws, standards and regulations relating to health, safety and the environment.

#### **11 Patent infringement**

- 11.1 The supplier assumes liability for the infringement of any patents or other third party trademark rights resulting from the delivery and use of the ordered goods. In any case, the supplier must ensure the undisturbed use of the goods for Ferrum. Ferrum internal constructions are excluded from this. The liability for damages is based on Section 9.

#### **12 Drawings and production equipment**

- 12.1 The drawings and production equipment, etc. provided to the supplier by Ferrum remain the property of Ferrum. They must be properly stored, protected against any damage and marked as the property of Ferrum. The supplier may not make changes to these items.

#### **13 Confidentiality**

- 13.1 Information, drawings, test specifications, etc. that are transferred to the supplier by Ferrum for preparing the offer or manufacturing goods may not be used for any other purposes. All copyrights and other rights remain with Ferrum. All documents, incl. all copies or transcripts, must be immediately surrendered to Ferrum on request. If no delivery is made, the supplier must return the documents to Ferrum without being requested to do so.
- 13.2 The supplier must treat the order and the associated work or deliveries as confidential.

#### **14 Payment conditions**

- 14.1 Unless otherwise agreed, payment by Ferrum shall take place within 30 days of receipt of the completed delivery and invoice, as well as any other agreed documents.
- 14.2 Ferrum reserves the right to offset counterclaims. The supplier may only assign or allocate receivables from Ferrum to third parties with prior approval. Approval will not be denied by Ferrum without cause.
- 14.3 Ferrum shall not honour payment on delivery and bills of exchange.
- 14.4 For advance payments, the supplier must provide an adequate bank guarantee issued by a major Western European bank in the form of an abstract payment obligation.

#### **15 Place of fulfilment, applicable law and place of jurisdiction**

- 15.1 The place of fulfilment for the delivery is the agreed destination. The place of fulfilment for the payment is 5503 Schafisheim, Switzerland.
- 15.2 The legal relationship is exclusively subject to Swiss law. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 15.3 The place of jurisdiction is Schafisheim, Switzerland; however, Ferrum reserves the right to also assert its rights at the supplier's domicile.