

General Terms and Conditions of Högg AG

1 Scope of application

- 1.1 These General Terms and Conditions are an integral part of all offers and contracts between the customer (hereinafter referred to as "Purchaser") and Högg AG (hereinafter referred to as "Supplier"). They shall be deemed accepted upon conclusion of the contract.
- 1.2 Any provisions to the contrary, in particular general terms and conditions, of the Purchaser shall only be applicable if they have been accepted in writing by the Supplier.
- 1.3 The General Terms and Conditions shall apply for an indefinite period of time as long as and insofar as they are not cancelled, amended or supplemented by the parties with a written agreement.

2 Offers, order, confirmation, conclusion of the contract

- 2.1 All offers of the Supplier are subject to change without notice and only become binding upon written confirmation of the order by the Supplier (order confirmation).
- 2.2 The contract shall be deemed concluded upon dispatch of the order confirmation by the Supplier (conclusion of the contract).
- 2.3 In the event of contradictions, the provisions of the order confirmation shall take precedence over those of the GTC.

3 Scope of delivery

- 3.1 The delivery quantities agreed in writing by the parties upon conclusion of the contract shall apply.
- 3.2 A standard quantity tolerance of $\pm 10\%$ is permissible.

4 Delivery periods

- 4.1 The delivery periods agreed in writing by the parties upon conclusion of the contract shall apply.
- 4.2 Delivery periods shall commence as soon as the contract has been concluded.
- 4.3 The delivery periods shall be deemed to have been observed, subject to any other written agreement between the parties, if the goods intended for delivery are ready for collection by the forwarding agent or the Purchaser himself at the supplier's works on the last day of the period.
- 4.4 The delivery periods shall be extended in a reasonable way if:
 - the Purchaser subsequently changes or supplements the agreed content of the contract;
 - the Purchaser does not fulfil his contractual obligations properly or on time;
 - the delay is due to force majeure; and
 - the delay is due to other obstacles for which the supplier is not responsible.
- 4.5 The supplier shall endeavour to comply with the agreed delivery periods. However, any delays in delivery do not entitle the Purchaser to withdraw from the contract. Claims for damages due to delayed delivery are excluded to the extent permitted by law.

5 Framework agreements

- 5.1 Deliveries under framework agreements and contracts on call shall be accepted within one year of conclusion of the contract.
- 5.2 For deliveries not accepted in due time, the Purchaser must pay the remaining invoice amount after fruitless setting of a grace period and has to pay 1% of the value of the delivery not received per month for the additional storage costs.

6 Delivery inspection by the Supplier

- 6.1 The Supplier shall inspect the delivery prior to dispatch, if customary.
- 6.2 A further examination shall only take place if agreed in writing. The costs of a further inspection shall be invoiced separately to the Purchaser.

7 Packaging, dispatch and transport

- 7.1 Packaging costs shall be invoiced separately to the Purchaser.
- 7.2 The packaging material will not be taken back by the Supplier. Excluded is packaging material, which is expressly designated as the property of the Supplier.

Packaging material designated as the property of the Supplier shall be returned to the Supplier by the Purchaser at his own expense.

- 7.3 Shipping and transport costs shall be invoiced separately to the Purchaser. Dispatch and transport are at the risk of the Purchaser. The insurance of possible shipping and transport damages is the responsibility of the Purchaser and is at his expense.

8. Involvement of third parties

- 8.1 The Supplier is entitled to involve third parties in the performance of the contract.

9 Retention of title

- 9.1 The Supplier shall remain the owner of the delivery until the contractually agreed payments have been received in full by the Supplier.
- 9.2 The Purchaser shall maintain the delivery at his own expense for the duration of the retention of title. Furthermore, he shall take all necessary measures to ensure that the Supplier's claim to ownership is neither impaired nor revoked.
- 9.3 The Supplier is entitled, with the cooperation of the Purchaser, to have the retention of title entered in the appropriate retention of title register.

10 Technical documents and samples

The technical documents and samples (in paper form or on electronic data carriers) handed over by the Supplier to the Purchaser shall remain the property of the Supplier and may neither be duplicated nor made accessible to third parties.

11 Warranty and liability

- 11.1 The supplier guarantees that the delivery will be carried out in accordance with the contract.
- 11.2 Complaints must be made in writing within 10 calendar days of receipt of the delivery (signature of the delivery note), in detail and accompanied by reference samples. If there is no timely notice of defects, the delivery shall be deemed approved upon expiry of the 10-day period.
- 11.3 Defective deliveries shall be returned to the supplier unchanged, if possible in the original packaging. The warranty claims expire if the Purchaser or third parties make changes or repairs to the delivery without the consent of the Supplier.
- 11.4 If the delivery shows a defect or if warranted characteristics are missing, the supplier shall, at his discretion, either replace the goods free of charge or issue a credit note for the amount of the reduction in value that has occurred. Other defect rights of the Purchaser and in particular a claim for cancellation do not exist.
- 11.5 Further claims for damages due to defective delivery are excluded to the extent permitted by law.
- 11.6 The Purchaser's warranty rights shall in any case expire two years after delivery.

12 Prices and terms of payment

- 12.1 The Supplier's prices are quoted in Swiss francs, exclusive of all ancillary costs (in particular costs for packaging, dispatch, transport, insurance, customs duties and value-added tax). Any ancillary costs shall be invoiced separately to the Purchaser.
- 12.2 Invoice complaints must be notified to the Supplier in writing within 12 calendar days of receipt of the invoice. The invoice shall be deemed to have been approved by the Purchaser without a complaint being made within the stipulated period.
- 12.3 The Purchaser undertakes to pay the invoice amount within 30 calendar days of receipt of the invoice, without any deduction.
- 12.4 In the event of non-compliance with the payment deadline, the Purchaser shall be directly in default without prior reminder. In the event of default, the Supplier shall be entitled to suspend performance of the contract and to charge default interest of 5% per annum. The assertion of further damages caused by default by the Supplier remains reserved.
- 12.5 The Purchaser's offsetting of payment obligations against the Purchaser's own claims is excluded.

13 Code of Conduct

13.1 All products delivered to Högg AG must be manufactured in accordance with the Code of Conduct of Högg AG. The Code of Conduct can be found at www.hoegg.ch/services.

14 Property rights

14.1 The Purchaser shall release the Supplier from all claims of third parties which may arise from an infringement of a patent, utility model or other industrial property right or copyright.

15. Severability clause

If provisions of these GTC are invalid or unenforceable, this shall not affect the validity of the other provisions. The ineffective provisions shall be replaced by what comes closest to the intended purpose in the legally permissible sense. This provision shall also apply insofar as the GTC contain a gap.

16 Place of performance and jurisdiction

16.1 Place of performance and jurisdiction is the registered office of the Supplier.

16.2 The legal relationship is exclusively subject to Swiss law. In particular, the provisions of the Swiss Code of Obligations shall apply.

15.3 The application of the provisions of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11.4.1980) and the conflict-of-law rules of Swiss international private law is excluded.

Högg AG
Austrasse 25
CH-9630 Wattwil

Version from July 2018