

# Conditions of Sale and Delivery

## Last update: April 2020

### 1. General:

1.1. Unless otherwise agreed in writing for individual cases, our General Conditions of Sale and Delivery apply exclusively to offers, deliveries and services, including those from future transactions. We hereby expressly refuse to recognise contradictory conditions, even if we do not make further objection to them in individual cases. Conditions of the Customer require our express written permission.

1.2. These Conditions will also apply to future deliveries and services (in the version valid on the effective order date), with no requirement on our part to send or refer to them again.

### 2. Offers and prices:

2.1. Our offers are subject to change and are free domicile, but do not include the statutory VAT applicable at the time of delivery or service. Our written order confirmation is binding for both sides. All agreements and collateral agreements require our written confirmation.

### 3. Deliveries and services:

3.1. Our deliveries and services are made free domicile. Returns are made at the Customer's risk and expense unless the Customer has a justified complaint.

3.2. The risk is transferred as soon as the goods have been unloaded at the Customer's premises.

3.3. All deliveries are made in customary packaging. We will not take this packaging back unless required to do so by statutory provisions.

3.4. Please note that the trading units we deliver (barrels, containers etc.) may not be used for other purposes, even after they have been emptied, but must be returned to the appropriate location (e.g. to Schütz along with a corresponding ticket) or an authorised waste disposal facility! For any other use of the containers, the Customer shall therefore bear sole liability for the safety of people, property and the environment in regard to clean-up and container suitability. In such a case, all Servophil container labels are to be removed completely.

### 4. Periods of delivery and performance:

4.1. Our periods of delivery and performance are non-binding unless they have been expressly agreed in writing. 4.2. The delivery or performance deadline will be extended appropriately if events occur for which we are not responsible, such as strikes, power outages, traffic jams, events of force majeure, etc. The same applies if similar events affect our sub-suppliers or subcontractors.

### 5. Duties regarding quality, auditing and notification:

5.1. Data, quality descriptions, specifications, data sheets and other verbal information we have provided regarding the usefulness or condition of goods or services are non-binding unless they have been agreed in writing.

5.2. Transport damage must be documented in a written damage report as soon as goods are received (including pictures, if possible), and made known to us immediately.

### 6. Complaints:

6.1. The Customer shall notify us of any discovered defects immediately, but at the latest within 5 working days. The same applies to deviations in products or quantity, and to any hidden defects noticed within the warranty period, beginning as soon as the defect is noticed.

6.2. Services we have rendered must be accepted without undue delay. Putting these services to use is deemed acceptance. If a defect is discovered, the procedure set out in 6.1. is to be followed. If we examine a reported defect and find that the problem is not covered by warranty, we may charge the Customer for the cost of the examination at our normal rates.

### 7. Force majeure:

Force majeure, such as epidemics or pandemics, official restrictions, natural catastrophes, riots, strikes, lockouts and other unforeseeable, unavoidable and severe events, releases Servophil AG from its respective obligations for the duration of the disruption and to the extent of its effects, provided the disruption of performance is attributable to these circumstances. Partial services provided by Servophil AG which are not affected by the service disruption are permissible and must be accepted by the Customer.

If the force majeure event which makes performance of the contract impossible lasts for more than 90 days, both Parties may waive the requirement of contract performance for the services not yet provided. In such case, the Parties shall inform the respective other Party in writing. In the event of performance default or withdrawal from the contract as a result of a force majeure event, Servophil AG may not be held liable for any damages resulting from this in any way. This exclusion of liability also applies to any claims by third-party companies which our Customers supply.

## **8. Guarantee and liability:**

8.1. Customer's warranty rights assume he has immediately complied with his duties regarding auditing and notification (Item 6). The warranty only covers defects arising when the goods are used as intended and according to the contract. Only our expressly acknowledged product description, or that of the manufacturer, is deemed a stipulation of the goods' quality. In contrast, data sheets that have not been confirmed in writing, public statements, manufacturers' recommendations or advertising will not be accepted as contractual stipulations of the quality of the goods.

8.2. The warranty does not cover rectification of defects that arise through normal wear and tear, external influences, or operating errors, unless legal claims such as product liability or an independent promise of warranty make such coverage mandatory. The same applies to defects attributable to modifications made to the goods by someone other than us. We make no guarantee that the delivered products will be appropriate for the Customer's particular intended purpose, or that they are suitable for use along with the Customer's other products (from the same or another manufacturer) without problems or impairment.

8.3. The warranty period normally lasts 2 years from the handover of goods or rendering of services, unless otherwise specified on the packaging or delivery certificate.

8.4. If the goods contain defects, we shall at first fulfil the guarantee by either repairing or replacing them, at our discretion.

8.5. The Buyer shall be solely responsible for applying, using and processing the products, since we have no possibility of controlling these actions. Any technical advice we provide is given in good faith but remains non-binding.

8.6. The chemical deliveries do not obligate Servophil to any operational duties pursuant to the Water Resources Act (WHG).

8.7 Servophil AG shall not be liable for damages which may be incurred by the customers of our contractual partners. These damages shall be expressly excluded regardless of possible liability claims.

The contractual partners of Servophil AG undertake to release Servophil AG from all liability for any damages incurred by third parties in full and/or to bear the costs for these damages and for defence against the damages. The prerequisite for this liability on the part of the contractual partner is that the damage was incurred in connection with one of the contractual partner's products.

8.8 The contractual partner undertakes to ensure the following for Servophil AG in the event that Servophil AG is held liable for third-party damages arising in connection with a (part) product of the contractual partner: The contractual partner shall provide Servophil AG with the data relating to the construction of the product or relating to the manufacturer's instructions on the first request (see Article 5 (2) Product Liability Act (PrHG)). The contractual partner may not call upon trade or industrial secrecy requirements or other obligations to third parties.

## **9. Payment conditions:**

9.1. Unless special arrangements have been made, invoices are to be paid in full within 30 days. Bills of exchange or cheques will be accepted only on the basis of separate agreements.

9.2. Discount deductions require our express written consent.

## **10. Retention of title:**

10.1. All goods we have delivered remain our property until present, conditional or future claims arising from our current business relationship with the Customer have been settled. This also applies in the event that any or all of our claims have been incorporated into a current invoice (current account) and the balance has been drawn.

10.2. If the Customer resells the goods that have been delivered under retention of title, but the third-party buyer does not pay for the goods immediately, the Customer shall also sell the goods under retention of title only. Other types of disposal, especially pledges or chattel mortgages, are not allowed.

10.3. If the Customer behaves in a manner contrary to the contract, especially through default in payment, we are entitled to demand the return of the goods without this signifying a withdrawal from the contract, which remains reserved.

## **11. Choice of law, place of jurisdiction:**

11.1. All legal relationships between the Customer and us, both now and in the future, are subject exclusively to Swiss law.

11.2. The place of jurisdiction is Zug in Switzerland.