



## General Terms of Sale and Delivery

### 1. Jurisdiction

These Terms of Sale and Delivery (AVL) apply to all business transactions, where BUYER has been referred to the applicability of the AVL by Blattmann Schweiz AG ("SELLER") in writing. A note to this effect suffices on contracts (framework contracts), on order confirmations, on the invoice or another analogous document. The AVL are exclusively applicable; SELLER does not recognize differing conditions by BUYER. The General Terms and Delivery can be retrieved from SELLER'S homepage ([www.blattmannschweiz.com](http://www.blattmannschweiz.com)).

### 2. Offer, Contract Conclusion, Contract Modifications

An offer from SELLER is valid for five (5) business days after receipt by BUYER. Contracts need the written confirmation of SELLER to be valid.

The Buyer does not have the right to sell the goods to third parties without the written agreement of the seller. Modifications to the contract need the written confirmation of both parties.

### 3. Prices, Shipping, Risk Transfer, Modifications

The Incoterms 2010 apply.

Providing that nothing else has been agreed upon in writing, the prices are understood EXW Wädenswil (ex-works), packaged. Transportation occurs at the risk of BUYER, use and risk of the goods pass from SELLER to BUYER once the cargo is put at BUYER'S disposal.

If DAP (delivery at place) or DDP (delivered duty paid) has been arranged, use and risk of the goods pass to BUYER when goods are placed at the disposal of BUYER.

Damaged returnable containers or barrels will be repaired or replaced and the resulting costs will be charged to the customer.

All prices are based on applicable duties; should these change in the period between quotation and delivery then SELLER has the right to adjust the prices.

### 4. Delivery Dates

SELLER will, to the best of his abilities, comply with the confirmed delivery date. If delivery is late, BUYER shall allow SELLER a reasonable extension of the period. If SELLER fails to deliver by the expiration of the extension, then BUYER is entitled to withdraw from the purchase. BUYER is under no title entitled for damages in the case of non-compliance.

### 5. Force Majeure

Should SELLER be prevented to fulfill the contractual agreements due to force majeure then SELLER is released from contractual obligations for the duration of the disruptions and to the extent of its consequences.

Force majeure shall include: circumstances, that are beyond the control of SELLER, namely war, riots, fire, explosions, labor disputes, embargos, statutory provisions and sovereign regulations.

SELLER must inform BUYER immediately about beginning and end of such circumstances based on



force majeure. Should the duration of the force majeure be more than two months, then each PARTY may be free to withdraw from the affected contractual obligations. Prior to this, each PARTY can withdraw, in case adherence to the contractual agreements becomes unreasonable.

Should SELLER be hindered to fulfill contractual obligations from producing because of a damage to the machines that has not been caused by SELLER, BUYER may withdraw from the contract, in case the downtime should exceed two months. Compensation for damages by SELLER is excluded.

Should the quality of the raw materials be insufficient due to natural forces and without SELLER'S culpability, then the PARTIES shall find a solution in good faith. Compensation for damages by SELLER is excluded.

## 6. Warranties, Compensation Claims

SELLER solely guarantees that the delivered goods adhere to the specifications according to specified measurement methods and for the designated contractual use. Eventual particulars by SELLER regarding use, application or purpose of the goods are based on the best of SELLER'S knowledge, however there are no warranties or guarantees connected to it.

SELLER gives no guarantees and is not liable for any damages caused by improper or inaccurate use of the goods or of its use contrary to SELLER'S instructions. SELLER is not liable for damages caused by the use of defective goods.

BUYER must check for and notify SELLER in writing in case of transport damages and defects within 5 working days after receipt of the goods. If no notice has occurred within the given period then all claims are forfeited.

BUYER must test the quality of the goods within 30 days after receipt of and before using the goods and has to provide written notice to SELLER of any defects. If no notice has occurred within the given period then all claims are forfeited. A notice of defects does not discharge BUYER from payment of the sales price.

SELLER uses its best efforts together with BUYER to remedy the defects.

Provided that a defect proves to be justified and cannot be remedied, SELLER will according to the choice of BUYER either deliver an equivalent replacement or reimburse the reduced value. Any claims for direct or indirect damages are excluded.

## 7. Payment

Payment must be made net according to the offer after invoicing. If such payment date is not adhered to, then BUYER owes SELLER 5% default interest on the amount due without reminder.

Furthermore, SELLER can refuse further deliveries and services when BUYER is late on a payment.

If there are signs indicating that the creditworthiness of BUYER has worsened since conclusion of the contract, if BUYER refuses a due payment or is late on a payment, then SELLER has the right to demand securities or prepayment. If BUYER is not prepared to do this, then SELLER is entitled to rescind the contract without setting any further deadline and may claim compensation for the damages occurred due to the non-fulfilment of the contract.



## 8. **Applicable Law and Jurisdiction**

All agreements shall be governed by the laws of Switzerland with the exclusion of UN purchasing law (CISG).

The competent forum is Horgen, Switzerland.