





6. Warranty, claims for replacement

The seller warrants only that the delivered goods comply with the specifications according to the stated measuring methods and are suitable for the intended use. Any information provided by the seller regarding the use, application or purpose of the goods is given to the best of the seller's knowledge, but does not constitute a warranty or guarantee. The seller gives no guarantees and is not liable for damage caused by improper or incorrect use of the goods or their use contrary to the seller's instructions. The seller is not liable for damage caused by the processing of defective goods. The buyer must inspect the goods for transport damage within 5 working days of receipt of the goods and report any complaints to the seller in writing. If no complaint is made within this period, the corresponding claims are forfeited. The buyer must check the quality of the goods within 30 days of receipt and before using them and report any complaints to the seller in writing. If no complaint is made within this period, the corresponding claims are forfeited. Any complaints do not release the buyer from the obligation to pay the purchase price. The seller shall endeavor, together with the buyer, to remedy any defects. If a defect proves to be justified and cannot be remedied, the seller shall, at the buyer's discretion, either supply a replacement or reimburse the reduced value. Any claims for compensation for indirect or consequential damage are excluded. The buyer is responsible for damage to returnable containers which are the property of the seller and are used by the buyer.

7. Payment

Payment must be made net after invoicing in accordance with the offer. If this payment deadline is not met, the buyer shall owe the seller default interest of 5% on the outstanding amount without a reminder. In addition, the seller may refuse to fulfill further deliveries and other services if the buyer is in default of payment. If there are indications that the creditworthiness of the buyer has deteriorated since the conclusion of the contract, if the buyer refuses to make a due payment or is in arrears with a payment, the seller has the right to demand securities or advance payment from the buyer. If the buyer is not prepared to do so, the seller is entitled to withdraw from the contract without setting a further deadline and to demand compensation from the buyer for the damages incurred due to the non-fulfillment of the contract.

8. Applicable law and jurisdiction

Swiss law applies to all contracts, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Horgen.

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