

## **General Terms and Conditions of Sale, Doetsch Grether AG**

### **1 General**

1.1 Terms and conditions which differ from these General Terms and Conditions of Sale, or which seek to extend their scope, particularly conditions of purchase imposed by the buyer, including oral agreements, shall apply subject to our written confirmation only.

1.2 Forms of communication that can be reproduced in writing, such as facsimile transmission, e-mail etc. have equal force to the written form.

### **2 Minimum order, delivery**

2.1 The minimum value per order is CHF 300. Orders for which this requirement is not fulfilled will be subject to a minimum quantity surcharge of CHF 20.

2.2 The delivery terms are DAP the loading platform of the consignee named in the contract, as per the Incoterms 2010.

### **3 Prices, payment conditions, retention of title**

3.1 Our basic prices are listed ex VAT.

3.2 Invoices are payable within 30 calendar days of the invoice date (= delivery date)

3.3 Amounts may be off-set solely where they cancel out counter-claims that are either uncontested or have legal force.

3.4 The goods will remain our property until payment of all outstanding claims we have, including future receivables against the buyer arising from business relations, is made in full. The buyer may have control of the goods in the context of normal business; however, it may neither pledge the goods, nor assign them as security. We must be notified immediately of all pledges proposed by third parties. The buyer hereby cedes any receivables arising from re-sale of the goods to us as security. We duly accept said cession of rights.

In the event of the buyer re-selling the goods together with goods to which we do not have title, the receivables owed to us will amount solely to that part of the purchase price for the re-sold goods relating to our goods.

We undertake to release securities to the value of more than 20% in excess of the receivables to be secured. The buyer has a revocable right to collect receivables accrued from re-sale. We may demand that the buyer notify us of the debtors to which it has ceded its claim to receivables, and to advise the debtor that the buyer has ceded its claim.

#### **4 Claims for defects, warranty**

4.1. We must be notified of any defects that can be ascertained in the course of normal goods inspections within at least one week of receipt of the goods, in writing. We must be notified of any hidden defects within a week of the hidden defect being ascertained.

4.2. In the event of a justified claim the buyer may demand that we replace the required quantity of goods within a reasonable timeframe. Any further warranty claims the buyer may have will solely be recognised where the replacement goods are wrongly refused, not later than within 3 weeks, or where the goods are similarly defective.

#### **5 Limitation of liability**

We are liable for damage or loss, regardless of the legal grounds, to which we contribute knowingly or negligently, for loss of life, bodily injury or damage to health, or in the event of liability under mandatory law, specifically under the terms of product liability legislation (Produkthaftungsgesetz).

Any further liability, regardless of the legal grounds, is excluded. This also applies to liability for auxiliary staff (sub-contractors) who we have consulted in the fulfilment of our obligations.

#### **6 Personal information**

Under the terms of the Data Protection Act (Datenschutzgesetz) we store, process and use the data needed to complete business transactions with the buyer and our marketing strategy, regardless of whether the data originates from the buyer itself or from third parties. The information will be used for these purposes only. Data transfer to third parties, including those abroad, will be limited to information required for the completion of the transaction.

## **7 Partial invalidity**

Should any provision in the contract/these General Terms and Conditions prove invalid or legally unworkable, the remaining provisions of the contract/these General Terms and Conditions will remain unaffected. In such cases the parties shall seek to replace the invalid or unworkable provision with a workable provision by mutual consent that reflects the invalid or legally unworkable provision as closely as possible.

## **8 Applicable law, jurisdiction**

8.1 These General Terms and Conditions are governed by Swiss law, excluding Swiss conflict of laws provisions (Kollisionsrecht) and the CISG of 11.04.1980 (the 'Vienna Convention').

8.2 The sole place of jurisdiction is Basel; however, we may invoke any competent court.

Doetsch Grether AG, Sternengasse 17, CH-4051 Basel, Switzerland

**Latest revision: 1 January 2016**