

I. General Provisions

The following terms and conditions apply to any present – and future – delivery of goods and provision of services. Any deviation is subject to written agreement. Conflicting terms and conditions of the customer only apply upon our explicit written approval.

II. Offers

1.
All offers are subject to change and non-binding. A contract shall not be deemed concluded prior to a written order confirmation or the shipping of the goods.

2.
Descriptions of the goods in brochures, price lists, and the like are non-binding, unless explicitly confirmed by us in writing. The same applies for drawings and weight, measurement or performance specifications. Samples only represent the average condition of the goods. Customary deviations in terms of the production, the material or the condition of the goods shall be permitted and shall be deemed to be agreed upon.

III. Prices

1.

All prices are ex works and exclusive of VAT unless otherwise stated in the offer or the order confirmation. Any shipping, delivery and express freight charges as well as any taxes, levies and charges or customs excise shall be borne by the customer. Any additional services caused by the customer due to changes to an existing order shall be invoiced at cost.

2.
Packaging is included in the prices unless otherwise stated in the offer or the order confirmation. Packaging boxes on loan must be returned within 30 days free of any charges to us or will be invoiced at cost. Pallets, boxes and crates are reused or invoiced at cost.

3.
Prices are subject to changes in case the underlying cost factors of our own services are amended.

IV. Payment

1.
The invoiced amount is payable net within 30 days of the invoice date, unless otherwise agreed upon. If the customer is in default, we are entitled to request default interests. Payment of default interests does not release the customer from his contractual payment obligations. In addition, we are entitled to refuse deliver in case of late payments and to rescind the Agreement after a rectification period of 30 days has elapsed unused. We reserve the right to claim further damages. A set-off against any claims of santis packaging ag is prohibited unless such claim is formally accepted or a court decision has become valid and binding.

The customer's creditworthiness is a precondition for accepting and executing an order by delivery in time. If, after the conclusion of a contract, we receive information from a bank or a credit agency raising doubts as to the creditworthiness of the customer, all our outstanding receivables shall become immediately due and payable upon written notification to the customer, and we are entitled to request additional securities or to rescind our contractual obligations without the customer being able to claim any kind of compensation. The customer is deemed to lack creditworthiness in case of failure to pay an outstanding invoice. Fees of foreign banks shall be borne by the customer.

V. Shipping and Time for Delivery

1.
Goods are shipped at the customer's risk. With the transfer of the goods to a hauler or freighter or with the shipping of the goods from our warehouses, the risk shall pass to the customer, even if the shipping and delivery charges are to be borne by us.

2.
Insurance against transportation damages shall be taken out upon the customer's explicit written request only and at the customer's expense.

3.
The customer must notify santis packaging ag in due time of any statutory, government or other regulation relevant for the fulfillment of the contract.

4.
The customer is solely responsible for enforcing claims due to transportation damages against any liable transportation operator. Our own claims against such operator, if any, will be assigned and transferred for enforcement by the customer.

5.
We are committed to meet the agreed delivery time whenever possible, it is non-binding, however and shall be dependent on the customer's timely discharge of his contractual obligations. The customer shall not be entitled to withdraw from the contract or claim any direct or indirect damages for late delivery, unless a precise delivery date and specific damages are agreed upon. In the event of force majeure, such as mobilization, war, faultless delay in the production, or shortage of raw materials, we are completely or partially released from our contractual obligations.

In the event that we are unable to meet the time for delivery and no precise delivery date is agreed upon, the customer shall explicitly set a reasonable grace period for delivery.

6.
We are entitled to make partial deliveries of goods and services to a reasonable extent.

Customary excess or shortage of deliveries of the contractual amount of goods and corresponding price adjustments shall be permitted.

7.
On call delivery must be explicitly agreed upon. In the event of the customer being involved in an acquisition, merger or similar transaction, the existing contracts shall be transferred to the legal successor of the customer.

VI. Preparatory Work, Lithographic Prints, Tools

1.
Our preparatory work such as sketches, drafts, originals, samples etc. is invoiced separately if it is not followed by an order of the customer. Such preparatory work remains our property and must not be used for any other purpose without our explicit consent.

Final drawings, lithographic prints, clichés, impression cylinders, and die cutting, injection and special tools etc. shall remain our property until full payment by the customer. For the purpose of additional orders, such items will be kept in our possession for 2 years, unless otherwise instructed by the customer. In the absence of additional orders within that period, we will dispose of these items at our discretion.

VII. Warranty, Notice of Defects, Liability

1.
The customer shall examine and approve sample and test items. Any liability for defects established at a later time is explicitly waived.

2.
The customer is not entitled to object to customary deviations in terms of measurement, weight, diameter, colour etc., unless specific tolerances are explicitly agreed upon.

3.
We do not guarantee the suitability of the materials used by us for particular purposes and specific goods to be processed by the customer, unless we are comprehensively informed by the customer of the properties of such purposes and have made no reservations in this regard.

4.
We do not assume any responsibility for any IP infringements, without limitation for patent, trademark or design infringements when executing an order according to specifications, sketches, samples or drawings of the customer. The customer is solely responsible for non-infringement and shall hold santis packaging ag fully indemnified against any third party claims.

5.
If the customer provides us with material to be processed, our specifications shall be complied with. In case of labels, resulting waste shall be borne by the customer as follows: a maximum of 10 percent of a production quantity of up to 10'000 pieces; a maximum of 7 percent of a production quantity of more than 10'000 pieces. The quantity of raw material actually provided to us by the customer cannot be verified by us.

6.
The customer is not entitled to object to excess or short deliveries of up to 10 percent of the ordered quantity of goods.

7.
The customer shall inspect the delivered goods for defects upon arrival. Any defects must be notified to us in writing within 8 days of arrival. Hidden defects must be notified in writing within 5 days of their discovery. Later objections cannot be considered.

8.
Any claims for warranties or damages become time barred within 1 month of our written rejection of the customer's notice of defects and at the latest within 6 months of the shipping of the goods.

9.
We are allowed an appropriate period of time to examine objected goods. If the customer fails to provide us with the objected goods, any of the customer's claims for warranties or damages lapse.

10.
We assume the following liability for duly notified defects:

- In the event of defective goods, we deliver proper goods of the same amount in accordance with the contract or, at our discretion, elect to reimburse the reduction in value of the goods. The right to rescind the agreement is excluded.

- Any claims for consequential damages resulting from the defects are excluded, unless due to unlawful intent or gross negligence by us. The same applies to any other contractual or non-contractual claim for damages and the liability for vicarious agents.

11.

Failure to Perform the Contract

If the customer fails to fulfil the contractual obligations, santis packaging ag is, upon written notification, entitled to stop processing any of the customer's orders or rescind the contract and reclaim any goods already delivered to the customer. santis packaging ag is entitled to claim the following compensation:

- Any dunning charge, administrative and postage fees as well as legal, return and transportation fees.

- Default interests on the contract amount for the period from the due date to the rescission of the contract.

- Compensation for the reduction in value of the goods taken back.

santis packaging ag explicitly reserves the right to claim full compensation of the interest in fulfilment of the contract or of any consequential damage.

The customer may rescind the contract upon written approval of santis packaging ag only.

VIII. Retention of Title

1.
We herewith reserve title on the goods delivered until fulfilment of all claims, for whatever legal reason. Such goods must not be disposed of or pledged until then. In the event of an outstanding invoice, retention of title shall be deemed a security for receivables.

The customer agrees to the registration of the retention of title in the relevant ledger or registers at the customer's residence/domicile.

IX. Severability

1.
If any provision or a part of any provision in these General Terms and Conditions is or becomes ineffective or there is an omission in the agreement, this shall not affect the effectiveness of any other provisions.

The parties undertake to replace any ineffective provision by a permissible provision, which comes closest to the economic purpose of the ineffective provision.

X. Place of Performance, Jurisdiction, Place of Debt

Enforcement, Applicable Law

1.
Place of performance is CH-9464 Rüthi SG.

2.
The ordinary Courts of CH-9464 Rüthi AG shall have exclusive jurisdiction over any possible disputes.

Place of debt enforcement for the customer with a registered seat or domicile outside Switzerland shall be CH-9464 Rüthi, SG.

3.
All legal relations between the parties shall be governed exclusively by Swiss law, in particular the Swiss Code of Obligations, to the exclusion of the Convention of the United Nations on Contracts regarding the International Sale of Goods (Vienna Sales Law).