

Terms and conditions

Updated July 2015

1. General

These Terms and Conditions outline the relationship between the client and Salzgeber Engineering & Services GmbH (hereafter referred to as SE&S). They apply to all services and products provided by SE&S to clients. These terms and conditions are accepted by accepting an offer, placing an order, or by accepting any delivery or service.

Any other terms and conditions outlined by the client will not apply, unless SE&S expressly confirms their validity in writing.

These terms and conditions remain valid for all possible future business relationships and do not have to be sent again. Any contract-specific agreements that differ from these terms and conditions only apply to the single contract they were created for, and not to the business relationship in general - unless this has been expressly confirmed in writing.

All agreements between SE&S and clients are to be in writing without exception.

We expressly deny any purchasing, contractual or other terms and conditions outlined by the client if they contradict, differ from or add to our own terms and conditions. Even if we are informed of these differing terms and conditions, they still remain invalid for the purposes of our contracts unless we expressly confirm our acceptance in writing. Our terms and conditions also remain valid if we carry out services without reservation in the knowledge that the client's terms and conditions vary from or contradict our own.

2. Services

Our services encompass individual consultation in the evaluation of polymer materials, in the development of packaging materials and application systems, project management, production, marketing and sales, production relocation, and interim management.

The exact nature and content of SE&S's services is outlined in the individual written offer.

Any changes must be confirmed in writing.

3. Contract

The agreement between SE&S and the client concerning services to be provided by SE&S is only legally binding when confirmed in writing by SE&S.

The client is to support SE&S at their own expense and in a timely manner by providing resources, information, access to buildings etc. necessary for the completion of the contract, as is necessary and reasonable.

SE&S is authorised to involve third parties or entirely subcontract third parties for the fulfilment of the contract. SE&S will inform the customer in advance if the contract is to be entirely or partly carried out by a third party.

The client is to inform SE&S in writing and in a timely manner of any and all instructions and standards relating to the services provided by SE&S before an offer is created.

Unless any other agreements are provided in writing, the services provided by SE&S only encompass the instructions and standards included in the offer.

4. Prices and Payment Conditions

All prices are, unless otherwise agreed, in Swiss Francs and do not include VAT.

The client is responsible for all possible transport costs, tolls, and any other costs related to the service or product.

The customer's right to off-set is explicitly excluded.

In the absence of any other written agreements, all deliveries will be directly invoiced, and all services rendered will be billed monthly based on the degree of completion in the form of a partial bill or a final account settlement.

The net invoiced amount is to be paid within 30 days of the invoice's issuing, unless otherwise agreed. If the payment is not completed within 30 days, the client will be immediately in arrears and will be charged interest on account of delay without warning.

If agreed pre-payments or payments are not completed within deadlines, SE&S reserves the right to withdraw from the relevant contracts.

Payment by credit card can only be accepted in exceptional circumstances. A credit card authorisation, including all relevant credit card information, must be provided in writing. Any incurred credit card fees will be added to the invoice.

5. Transfer of Ownership, Benefits and Risks

Any wares created for or ordered by the client remain property of SE&S until payment is completed in full by the client.

The rights of ownership and benefits remain with SE&S until payment is completed in full by the client, also in matters of services rendered.

Rights of benefits and risks for any delivered wares are transferred to the customer ex works (Incoterms 2010).

The client is to examine every service, especially every result received, every object received, as well as all results, preliminary results and test results, as quickly as possible and to contest in writing any breach of duty of care or deficiencies. If the client forbears a timely contest, the services provided by SE&S will count as approved.

6. Guarantee

The client's rights to a guarantee and to claim damages from SE&S are exclusively outlined below. No other rights or legal challenges against SE&S exist.

In the case of deficiencies or a breach of duty of care that are correctly announced in a timely manner, we shall provide either an improvement or a replacement at our discretion within a maximum of 8 weeks.

If this improvement is not successful or we refuse to fulfil this, the customer can request at their discretion either a reduction of payment or withdrawal from the contract. In the case of only minor contravention of contract, such as small deficiencies or a minor effect on serviceability, the customer does not have the right to withdraw from the contract.

Both parties reserve the right to request that the services provided by SE&S, or any alleged deficiencies, be checked by a neutral third party at their own expense.

All rights of guarantee and liability claims will become time-barred after one year from the time SE&S completed the service or partial service. A service or partial service counts as completed upon delivery e.g. transfer of results, an object, preliminary results or test results to the customer.

SE&S accepts no liability for indirect damage or consequential damage, including any legal cases against the client from their customers concerning such damages e.g. loss of income, loss of profit, loss of production, damage to reputation, recall costs, damages caused by delay, fines or any other property damage. The liability limitation of SE&S does not extend to unlawful intent.

7. Indemnity

If a customer requests development beyond the application of recognised technical regulations, they may not claim against SE&S for any damages caused by the use of technology not recognised at the time of the contract's fulfilment. The client must also defend and hold harmless SE&S from any third party claims.

Any rights of guarantee or rights to claim damages are expressly excluded concerning the services provided by SE&S, especially the production of functional

models, prototypes, preliminary series, initial batches etc. Additionally, the customer is obliged to adequately test these functional models, prototypes, preliminary series and initial batches etc. If the client neglects this duty, SE&S shall be released from liability. The customer especially accepts all liability in the case of a premature series production. In the case of a dispute, the client will be required to prove that adequate tests were carried out to fulfil this clause.

The client shall bear sole responsibility for the fulfilment of regulatory requirements as well as for ensuring that the services and products are suitable for their intended use.

If the results of the products or services provided are used as part of or in conjunction with any medicinal products, as defined by the relevant legislation, the client is to bear sole responsibility for the fulfilment of any and all associated regulations. The client is solely responsible for the fulfilment of duties towards customers, end-users, patients and authorities.

The client is instructed to arrange an appropriate liability insurance and to provide this information to SE&S on request.

8. Copyright Law and Other Rights

Any intellectual property resulting from the fulfilment of the contract remains property of SE&S. No further agreement is required.

The client is given a legal right of use, which allows access to and use of the results of the services provided. This right is not temporally, spatially or objectively restricted, but it is not exclusive nor transferable.

9. Place of Fulfilment

The place of fulfilment for all duties is the SE&S registered office in Diepoldsau.

10. Place of Jurisdiction and Applicable Law

Any legal relations between the client and SE&S are subject to Swiss law. The Vienna Convention on the International Sales of Goods (11th April 1980) is hereby expressly excluded. **Diepoldsau** is the place of jurisdiction, and SE&S reserves the right to prosecute the client in their place of jurisdiction.