

# Hakledo GmbH

## General Terms and Conditions

### 1. Scope of application

These General Terms and Conditions ("GTC") govern the contractual relationship between Hakledo GmbH ("Company") and its Customers ("Customers") (collectively, the "Parties") when the Company sells its products (e.g. adhesives, dispensing products) to its Customers or provides services (e.g. adhesive training and consulting, assembly/filling of adhesives and other materials) to its Customers.

### 2. Price

<sup>1</sup> Unless otherwise agreed in writing between the Parties, the prices of the Company shall be as follows:

- All prices are quoted in Swiss francs (CHF).
- The price includes the customary packaging of the goods; if the Customer orders special packaging or requests packaging with packaging material provided by him, the Company shall invoice the corresponding additional costs.
- Not included in the price are freight and insurance costs, taxes and duties, such as value-added or turnover taxes, customs duties, fees, hazardous goods surcharges and the like, all of which shall be borne by the Customer.

<sup>2</sup> The Company may invoice the Customer for any price increases that are not attributable to the Company.

### 3. Terms of payment

<sup>1</sup> Unless otherwise agreed, payments shall be due and payable within 30 days of the date of invoicing.

<sup>2</sup> Payment shall be deemed to have been made when it is credited to the Company's account.

<sup>3</sup> Offsetting against the invoice amount as well as deductions and retentions of amounts are excluded.

<sup>4</sup> The due date shall be binding even if the Company's performance is delayed through no fault of its own or if the Company's performance becomes impossible through no fault of its own.

<sup>5</sup> The Company may react to overdue payments as follows (whereby it may accumulate the options which are not mutually exclusive):

- It may declare all outstanding payments due immediately.
- It may charge default interest of 5% on all outstanding payments.
- It may withhold its own payments.
- It may make its own performance conditional on the customer presenting it with an irrevocable and unconditional payment promise from a first-class Swiss bank.
- It may suspend its guarantee services (see section 8 f).
- It may withdraw from the contract and demand the return of the delivered goods.
- It may claim damages.

### 4. General Terms of Delivery

<sup>1</sup> Within Switzerland, the Company delivers EXW from its registered place of business in Widnau (Incoterms 2010). When shipping abroad, the Company delivers FCA from its registered place of business (Incoterms 2010).

<sup>2</sup> The Company may make partial deliveries. The Customer is obliged to accept these partial deliveries.

### 5. Delivery dates and delivery periods

<sup>1</sup> Agreed delivery dates are indicative and not fixed dates.

<sup>2</sup> The delivery period agreed by the Parties shall not commence until all conditions necessary for the delivery (e.g. permits, technical questions) have been fulfilled.

<sup>3</sup> The delivery period shall be extended in the following cases:

- Circumstances occur which could not be influenced by the Company and which prevent the delivery or make it unreasonably difficult or expensive. If such circumstances last longer than three months, both Parties may withdraw from the contract on the basis of a written declaration.
- The Customer is in arrears with its contractual obligations (see Section 4 (5) on default in payment).
- At the Customer's request, the Parties agree on changes to the Company's services.
- The Customer provides information, products or materials that are faulty or incomplete or does so late.

### 6. Incoming inspection and obligation to give notice of defects

<sup>1</sup> After the Company has rendered its service, the Customer shall immediately and completely check it. Accordingly, the Customer shall also fully examine the service with regard to its function.

<sup>2</sup> The Customer must notify the Company of any defects in writing within seven days. Within the same period, it must also notify the Company if the Company has delivered the wrong goods or the wrong quantities.

<sup>3</sup> Defects not notified by the Customer in due time shall be deemed accepted.

<sup>4</sup> If the Customer notifies a defect in due time, it shall give the Company the opportunity to remedy this defect in accordance with Section 8 f.

### 7. Warranty: Object and time limit

<sup>1</sup> Subject to Section 7, the Company warrants to the Customer that under normal conditions the product is free from faulty workmanship and materials.

<sup>2</sup> This warranty is valid only under the following conditions:

- It only applies to the original Customer.
- It presupposes that the latter strictly adheres to the respective instructions for use, operation and application and that neither the Customer nor a third party is responsible for the defect.
- It does not cover normal wear and tear; this is at the expense of the Customer.
- This warranty does not cover any physical damage or malfunctions of the product resulting from the use of the product in connection with any ancillary or peripheral equipment and the Company determines that the product itself has no defect or malfunction.

<sup>3</sup> The warranty period expires on the expiration date of the product or is stated in the Company's quotation or order confirmation. The warranty period therefore varies from product to product.

### 8. Guarantees

<sup>1</sup> If the Customer notifies the Company of the defect in writing and encloses proof of purchase of the product, the Company shall replace or repair the defective product (or have it repaired at its own expense). The Company may choose whether to replace or repair the product.

<sup>2</sup> If the Company has provided a service, the warranty extends only to the work performed and not to the item being processed. The Customer may ask the Company to remedy its work if it notifies the Company of the defect in writing and encloses the proof of the services rendered.

<sup>3</sup> Any further guarantee or warranty is excluded.

#### **9. Limitation of liability**

The Company's liability is excluded to the extent permitted by law.

#### **10. Intellectual property rights to the documentation**

<sup>1</sup> The Company retains the intellectual property rights to all documentation of its products, regardless of the form of such documentation (printed form/digital), such as studies, plans, reports, brochures, photographs, software, etc.

<sup>2</sup> The Customer may not reproduce the documentation and/or surrender it to third parties and may not reproduce the products or have them reproduced by third parties. Reverse engineering is also prohibited.

#### **11. Completeness and written form clause**

<sup>1</sup> The written contract between the Parties together with these GTC constitutes the entire agreement between the Parties and supersedes all prior, oral and/or written agreements, warranties and/or representations relating thereto.

<sup>2</sup> Amendments and/or supplements to the agreement shall be valid only if made in writing and signed by the Parties.

#### **12. Severability clause**

<sup>1</sup> Should any provision of the contract be or become invalid or void, this shall not affect the validity of the remaining provisions. In the event of invalidity or nullity of a provision of the contract, this shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision.

<sup>2</sup> The same procedure shall apply if a loophole becomes apparent in the contract.

#### **13. Applicable law and place of jurisdiction**

<sup>1</sup> The courts at the registered place of business of the Company shall have jurisdiction over any disputes arising out of or in connection with the contract between the Company or the Customer.

<sup>2</sup> Swiss law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11.4.1980 (Vienna Convention on Contracts for the International Sale of Goods).

Widnau, August 2019

**Hakledo GmbH**

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