

General terms and conditions of sale and delivery

Unless otherwise agreed, the following terms and conditions apply.

1. General

These General Terms and Conditions (hereinafter "GTC") govern the rights and obligations between INARCO-Chemie AG (hereinafter "INARCO") and its customers. Any natural person or legal entity that maintains business relations with INARCO is referred to as a customer. These GTC apply exclusively. Conflicting or supplementary terms and conditions or terms and conditions deviating from these GTC shall require INARCO's express written confirmation in order to be valid. When ordering goods or concluding a contract, the customer confirms to accept these GTC, including delivery and payment terms, in full.

2. Prices, product and delivery

Unless otherwise stated, VAT and transport costs are not included in the prices. The value added tax is charged at the respective valid legal rate additionally invoiced. The transport costs result from the respective place of delivery and are to be borne by the customer. The respective applicable currency will be adjusted depending on the place of delivery and indicated accordingly on the invoices and quotations. Unless otherwise expressly agreed, deliveries shall be made in accordance with Incoterms 2010, EXW (ex works).

3. Contract conclusion

With his order, the customer makes a legally binding offer to conclude a purchase contract. The contract for a purchase of goods is concluded as soon as INARCO sends an order confirmation by e-mail or by mail. If it turns out after conclusion of the contract that the ordered goods cannot be delivered or cannot be delivered completely, INARCO shall be entitled to withdraw from the entire contract or from a part of the contract. INARCO shall not be obliged to make any replacement delivery in the event of termination of the contract and shall not be liable for damages as a result thereof.

4. Delivery conditions

The delivery period is usually 2-4 weeks and will be communicated to the customer in each case. With the shipment, benefit and risk are transferred to the customer. If the delivery is not deliverable or if the customer refuses to accept the delivery, INARCO may terminate the contract after a notice of complaint by e-mail to the customer and setting a reasonable deadline as well as charge the costs for the inconvenience.

5. Testing and acceptance by the customer

The delivery is checked by INARCO before shipment. Further tests requested by the customer must be ordered separately and paid by the customer. The customer shall inspect deliveries and services immediately and notify any defects immediately in writing, otherwise the deliveries and services shall be deemed approved. Returns to INARCO shall be made for the account and at the risk of the customer. The customer shall send the goods in their original packaging, complete with all accessories and together with the delivery bill and a detailed description of the defects to the return address indicated by INARCO. If INARCO's inspection reveals that the goods have no detectable defects or that they are not covered by the warranty, INARCO may charge the customer for the inconvenience, return or possible disposal.

6. Warranty

INARCO endeavors to deliver goods in perfect quality. In case of defects notified in due time, INARCO warrants the products purchased by the customer to be free from defects and in good working order during the warranty period of 2 years from the date of delivery. It is at INARCO's discretion to provide warranty by replacement of equal value or by refund of the purchase price. Further claims are excluded. The warranty does not cover the consequences of improper handling by the customer or third parties or defects caused by external circumstances.

7. Liability

INARCO excludes any liability, irrespective of its legal basis, as well as claims for damages against INARCO and any auxiliary persons and vicarious agents. In particular, INARCO shall not be liable for indirect damages and consequential damages, loss of profit or other personal injury, property damage and pure financial loss of the customer. Any further mandatory legal liability, for example for gross negligence or unlawful intent, shall remain reserved.

8. Terms of payment

The payment deadline is 30 days after the arrival of the delivered goods at the customer. After expiry of this period, the customer is automatically in default without further reminder. In case of default, interest on arrears of 1% per month will be charged. In addition, a processing fee of CHF 30 per reminder will be charged net. If the customer is in default with a payment, INARCO is entitled without further reminder to the customer, to withdraw from the contract. The customer shall pay full compensation for the damage incurred.

9. Retention of title

INARCO retains title to the goods sold until full payment of the purchase price including interest and any expenses. Until full payment of the purchase sum, the customer assigns to INARCO its claims arising from a resale of the goods.

10. Product information

Statements made by INARCO in product information shall only be binding on INARCO to the extent that the contract with the customer expressly refers to it. INARCO reserves the right to change information in documents without prior notice. All documents provided by INARCO to the customer are for the sole purpose of providing application information and may not be used by the

customers are not copied, passed on or otherwise made available to unauthorized third parties.

11. Disclaimer

All information about the products is based on the current state of knowledge. However, the information provided does not release the user from the obligation to make own tests to obtain knowledge regarding material compatibility and effectiveness. The demands on the products are very individual and can be therefore not be generalized. Therefore, no warranty or liability claims can be asserted.

12. Place of performance, place of jurisdiction and applicable law

Place of performance is CH-5732 Zetzwil. The exclusive place of jurisdiction is Aarau. The substantive law of Switzerland shall apply exclusively.

Zetzwil, January 2020 , INARCO-Chemie AG