

GENERAL SALES TERMS AND CONDITIONS

1. Validity

These General Terms and Conditions of Sale and Delivery are applicable to all our sales. Any divergences in their respect shall only be valid if agreed upon in writing.

2. Offers

Our offers are made without any engagement and subject to the following terms and conditions.

3. Prices

Billing invariably takes place at the prices confirmed by the seller. The latter hereby reserves price changes in respect of follow-up orders. Goods shall be supplied in standard packages unless otherwise agreed in writing.

4. Payments

Payments have to be made in the same currency as billed. Our invoices are due for payment within 30 days from the date of invoice or as per special conditions agreed upon. The invoice amount has to be paid net, without any deductions. Should the seller become aware, after conclusion of the sales contract, that the financial situation of the customer makes payment in due time rather doubtful, it reserves the right of requiring the buyer to make available a sufficient payment guarantee or to effect a prepayment. Should the buyer delay payment, the seller further reserves the right, at its sole discretion, to desist from supplying the remaining quantities without granting an extension of time, or to request payment in advance for the supplies yet to be made. Should the buyer then fail to meet the payment term as stipulated, default interest at the current rate applied by banks shall be charged to him, while the seller reserves the right to claim further indemnification. Any loss, destruction or damage caused to the goods sold during transportation or at buyer's domicile shall not release him from meeting payment terms.

5. Offsetting

Withholding payment or making deductions on account of any complaint, as well as offsetting against any counter-claim not acknowledged by the seller, are inadmissible.

6. Delivery and Delivery Dates

Delivery shall take place at conditions based on the International Commercial Terms (INCO Terms) 2000 and their amendments/adaptations. The seller shall endeavour to deliver good in due time; nonetheless, the delivery times indicated shall not bind the seller. Failure to meet a delivery time shall not give the buyer the right of refusal to take delivery of such goods or to claim any damages. Acts of God (i.e. fortuitous events which are both unforeseeable and avoidable, such as strikes, lockouts, any measures whatsoever taken by authorities, etc.) in the countries of manufacturing, transit and destination shall release the seller from its supply commitments. Neither shall the seller answer for any incapacity to deliver on the part of the supplier, or for any quality changes affecting the goods shipped.

7. Shipment and Passage of Risk

Unless otherwise stipulated in writing, the seller shall select the most suitable type of transportation. However, should the buyer give special shipping instructions, any ensuing excess costs shall be for buyer's account. Even when freight is prepaid, transportation of goods occurs at buyer's risk and perils. As regards any acts or failure to act on the part of the shipping agent and/or the carrier and their personnel, including any damages affecting goods or any other damages thereby caused by the buyer, the seller shall in no way be held liable in this respect.

8. Complaints

Immediately after receipt, the buyer has to inspect goods and to notify the carrier or transportation agent within 8 days after such receipt of any defects or losses discovered, mailing copy thereof to the seller. In all such instances, the burden of proof for any defects or damages so alleged is incumbent on the buyer. Complaints about any shipment shall neither preclude its acceptance nor abolish the respective payment commitment. Each and every liability for any consequential damages arising from application and/or use of substances supplied is hereby explicitly excluded.

9. Patents

The goods offered by the seller have not been examined as to any patent right of manufacturers applicable thereto. Consequently, the buyer shall be fully responsible for complying with any patent rights valid in this country.

10. Retention of ownership

The seller shall continue to hold the right of ownership with respect to goods supplied until the date on which full payment has been received. The seller is authorized to arrange for entering the proviso retaining title to ownership in the pertinent register. The said proviso shall likewise apply to reprocessed goods.

11. Modification of Terms and Conditions

Any divergences and/or modifications of the contract and of these terms and conditions shall solely be valid in written form and applicable only to the individual business involved, with all other transactions being excluded. Likewise, any divergent purchasing conditions of the buyer shall only be valid after having expressly been accepted in writing by Matrix Marketing GmbH.

12. Applicable Law, Place of Jurisdiction and of Performance

Applicable law is Swiss. Place of jurisdiction and place of performance shall be Sevelen (Switzerland)