

CONTRACTUAL CONDITIONS OF JOSEF AMSTUTZ AG, Fassreinigung+Handel, CH-8907 Wettswil a.A. (as of: 1 August 2019, version I)

1) Scope

We shall execute all delivery, disposal and production orders exclusively in accordance with the conditions below, insofar as no other conditions have been agreed in writing in individual cases (please refer to the collection contractual conditions, for example).

2) Offers

Unless otherwise agreed, our offers are non-binding. This means that we reserve the right to adjust our prices accordingly if material prices, transport prices or other decisive factors increase or decrease.

Representations of catalogues, specifications and other documents correspond with the state of knowledge that exists at the time of printing and are always provided without guarantee. These documents may neither be duplicated nor disclosed to third parties without our written consent.

3) Conclusion of contracts

Where acceptance quantities (per month/year, per delivery) are agreed with the contractual parties for certain products, these shall be binding and may only be changed in mutual agreement (the written form is required). In the event of non-compliance with the agreed acceptance quantities, we expressly reserve the right to charge for any inconvenience (containers sent to storage, produced containers, arising from contracts concluded with suppliers, etc.).

4) Prices

Prices are indicated delivered at place *unless otherwise agreed in writing*. They do not include the statutory VAT and any additional transport costs. The latter shall be charged at cost price if transport is performed by a third-party company (Cargo Domizil, Post or another carrier). If packaging is requested or required (small quantities, samples etc.), these shall be charged with the transport costs (at least CHF 15). We reserve the right to demand prepayment for small-quantity orders and/or a small-quantity surcharge.

In the event of invoicing in a currency other than Swiss francs, the average exchange rate (banknote rate) of the last 30 days +1% shall be applied. For invoicing in **EUR**: a sales price agreed with the customer in EUR shall be set in writing. Price changes as a result of currency fluctuations shall be made in writing and may be implemented unilaterally by Josef Amstutz AG at any time.

5) Complaints and payments

The ordering party undertakes to inspect the good immediately upon receipt.

Complaints due to defective goods, missing goods or parts thereof must be submitted no later than five working days from receipt of the good. Later complaints shall not establish any claims to a replacement delivery, subsequent improvement, withdrawal from the contract or compensation against us.

As a rule, payment must be settled within 14 days in net unless otherwise agreed in writing or stipulated on the invoice. In the event of default on payment, the customer shall receive a warning with the instruction to transfer the amount within five days. From the second warning, dunning costs of CHF 10 shall be charged per warning, in addition to default interest from the third warning.

6) Delivery conditions

- Delivery periods bindingly agreed shall commence on the day of the final order confirmation. They shall be deemed observed if we have confirmed them in writing (letter, fax or email).
- If a delivery period is bindingly agreed, the ordering party may set a subsequent period in writing in the event of delay and declare that they shall withdraw from the contract if we do not observe the subsequent delivery period.
- In the event that the good is collected by the ordering party or a company commissioned by the ordering party, they may be charged storage costs for delayed collection (after five working days).

7) Transfer of risk

The risk of accidental damage or loss of the delivery good shall be transferred:

- to the customer upon delivery to the ordering party
- to the customer upon collection by the ordering party
- to the customer upon collection by another company
- to the customer upon transfer of the good to a third-party carrier

For container returns to our company, the risk shall be transferred to us as soon as the **goods inspection has been performed by us, yet no later than three weeks after receipt [** transport only within the exemption limit according to 1.1.3.6 ADR. All collected containers may only contain a maximum of 1 dl non-viscous residual liquid or 1 kg residual content – *corresponding to 5% of the tare* (slurry, solid matter, viscous fluids)]. Furthermore, the containers may not contain any WASTE and/or FOREIGN OBJECTS.

Josef Amstutz AG, Fassreinigung+Handel, 8907 Wettswil a.A., does not accept containers with the hazard symbols (GHS):

= hazard classes H340, H350/H350i, H360/H360D/H360F, H300-H310-H330



and



Danger (T)

Danger (T+)

unless the containers are prewashed and neutralised. In this case, a written agreement must exist with our company. In the event of non-compliance by the supplier, the supplier can be made liable and must assume all consequential costs.

Josef Amstutz AG also reserves the right to reject containers that are strongly odorous, irritating and harmful to health, even if these conditions do not relate to the hazard symbols. The customer must inform us in advance about possible such containers! The supplier shall assume any consequential costs.

8) Guarantee and liability limitation

- We shall provide guarantee at our discretion by means of subsequent improvement or replacement delivery.
- In the event of a complaint by the ordering party, it is obliged to sort the defective good at our request and provide it to us. We shall assume the costs of the return transport for justified complaints.
- In the event that the subsequent improvement or replacement delivery ultimately fails, the ordering party may request a suitable reduction to the agreed remuneration or withdraw from the contract.
- In case of the delivery or production of multiple objects, the right of withdrawal is limited to the defective part, unless the ordering party proves that its interest in the whole delivery no longer applies.
- Any further guarantee claims shall likewise be excluded, such as compensation claims due to a defect, any consequential damages due to a defect or delays in connection with a subsequent improvement or replacement delivery, except in cases of intent or gross negligence on our part.
- Guarantee claims shall lapse without replacement if the ordering party makes changes or improvements to the object or arranges such changes or improvements by a third party, unless otherwise agreed with us in writing.
- Josef Amstutz AG accepts no liability for incorrect handling when filling the purchased containers. The customer is solely responsible for ensuring it uses the right container for the filling product. In particular, the customer must clarify in advance whether any internal coating or sealing on the purchased containers are suitable or compatible for its products.

9) Contractual conditions of Josef Amstutz AG

In the event that other conditions and/or internal conditions exist on the part of the other contractual party, the contractual conditions of Josef Amstutz shall always prevail and have binding effect. Contractual conditions of the counterparty shall always require the written agreement of Josef Amstutz AG. Simple provision of contractual conditions shall not suffice and shall be non-binding for Josef Amstutz AG.

10) Reservation of ownership

The good shall remain our property until complete payment.

11) Place of fulfilment and jurisdiction

The place of fulfilment for all duties of the ordering party is the registered address of Josef Amstutz AG, CH-8907 Wettswil a.A.. The jurisdiction for all legal disputes arising from contracts shall be the ordinary competent courts of our company.

12) Swiss law

Swiss law applies exclusively as agreed.