



GENERAL TERMS AND CONDITIONS OF SALE of Henkel & Cie. AG

1. Scope

- 1.1. All deliveries of Henkel & Cie. AG, headquartered in Pratteln (hereinafter referred to as the "Seller") to its customers (hereinafter referred to as "Purchasers") are governed by these General Terms and Conditions of Sale. Agreements or general terms and conditions of business of the Purchaser that deviate from these General Terms and Conditions of Sale require the express written consent of the Seller in order to be valid. This likewise applies to deviations from written agreements between the Purchaser and the Seller.
- 1.2. The Purchaser accepts these General Terms and Conditions of Sale at the latest when submitting order confirmation, after which they and all other conditions specified in the offer shall become an integral part of the contract.

2. Contract

- 2.1. The offers of the Seller are subject to change unless otherwise agreed in writing. The terms of delivery and contractual terms and conditions of the Purchaser are valid only if confirmed in advance in writing by the Seller.
- 2.2. The Henkel & Cie. AG ex-factory price stated in the order confirmation plus the taxes, freight, postage and insurance costs to be specified openly in the invoices are fundamentally deemed as agreed. If a delivery based on the price list of the Seller is agreed, the prices contained in said price list as applicable on the day of contract conclusion shall apply. Price lists provided to the Purchaser form an integral part of the contract unless in conflict with separate agreements.

3. Obligations of the Purchaser

- 3.1. Should the Purchaser be in default on acceptance of the delivery, the Seller shall be entitled, after granting a reasonable extension, to withdraw from the contract and claim compensation instead of fulfilment. In the latter case the Seller shall be entitled to claim either 10% of the agreed invoice amount as per section 2.2 if the Purchaser is unable to prove that the actual damage was lower, or compensation for the actual damage incurred.
- 3.2. Unless prevented by mandatory legal provisions, the delivered goods may only be sold unchanged in the original packaging.
- 3.3. All intellectual property including trademark rights, copyrights, design and patent rights to or in connection with the delivered goods, the attributes and other materials of the Seller shall remain the exclusive property of the Seller.
- 3.4. Where the Seller or law permits the use of attributes, images and other materials of the Seller in the marketing and sale of the delivered goods by the Purchaser, the provisions of the Seller that the latter shall disclose on request are to be upheld.
- 3.5. Any registration of domain names, brands or other intellectual property rights that contain attributes of the Seller or signs comparable with them requires the prior written consent of the Seller; such domain names, brands or other intellectual property rights shall be ceded without compensation to the latter on request.

4. Payment

- 4.1. The invoice amounts shall be paid by bank direct debit or in accordance with the conditions of the Seller specified in the order confirmation or invoice. All bank charges and other bank fees incurred upon payment transfer shall be borne by the Purchaser. They shall become due as of the billing date unless otherwise agreed. Payment terms specified in the order confirmation and/or invoice, in particular also with regard to discount deductions, shall commence on the billing date. Discount deductions are only permissible if expressly agreed and as long as no other invoices already due are pending. In the event of default by the Purchaser, the Seller shall be entitled to charge interest at a rate of 8% p.a. above the applicable base rate of the Swiss National Bank. Default interest shall become due immediately. The withholding of payment or parts thereof and offsetting against counterclaims by the Purchaser is prohibited.
- 4.2. Notwithstanding the agreed method of payment, the Seller can also request a security prior to delivery if following conclusion of the contract justified doubts about the Purchaser's solvency or creditworthiness arise, material aspects



of agreed terms of payment or delivery are not complied with or material changes to the business circumstances of the Purchaser arise. Should the Purchaser refuse to pay the security within a reasonable period granted to him, the Seller can withdraw fully or in part from all contracts concluded with the Purchaser. Further claims, particularly for compensation, remain reserved.

- 4.3. Employees of the Seller are only authorised to collect receivables if granted power of attorney by the Seller.

5. Delivery

- 5.1. Delivery shall take place in accordance with the terms of delivery specified in the offer or order confirmation (Incoterms 2010). The selection of the transport route and carrier shall be made by the Seller at its careful discretion. Collection by the Purchaser must be expressly agreed in writing. Unless agreed otherwise, the Seller shall not make any deliveries outside Switzerland. All cartage and demurrage costs at the place of receipt as well as freight and extra freight charges for express goods and airfreight shipments shall be borne by the Purchaser. If the Seller has notified the Purchaser of a minimum order value or minimum order amount and accepts an order below the minimum order value and/or minimum order amount, the Purchaser shall be invoiced the actual freight/shipping costs for the delivery or the flat rate freight/shipping charge specified by the Seller for such cases.
- 5.2. The weight determined upon dispatch at the supplier plant or warehouse is decisive for determining the weight of the delivery. Partial deliveries are permissible.
- 5.3. Calculation of the agreed delivery period commences with the dispatch of order confirmation but not before submission of the documents, permits and approvals to be procured by the Purchaser and ends upon delivery of the goods. If an agreed delivery date is exceeded by more than two weeks for reasons for which the Seller is responsible, the Purchaser shall be entitled to grant the Seller an extension of two more weeks with a warning of refusal to accept the delivery. If the delivery obligation is not met by the expiry of the extension period, the Purchaser shall be entitled to withdraw from the contract. The withdrawal must be submitted in writing immediately after the expiry of the extension period but no later than within five working days following the expiry of this period and prior to any potential delivery.
- 5.4. Events for which the Seller is not responsible that render the delivery or its transportation impossible or unreasonably difficult and/or delay the latter shall entitle the Purchaser to withdraw from the contract if such events last for more than three months. The Seller shall be entitled independently from this to postpone delivery until the hindrances have been removed. The Seller shall notify the Purchaser immediately of these circumstances. Partial deliveries already made are deemed a separate transaction; payment for the partial deliveries may not be withheld due to the quantities outstanding. Postponement of the delivery due to the aforementioned reasons shall not confer upon the Purchaser any right to grant an extension period and withdraw. Any liability of the Seller in the cases set out in this clause is ruled out.
- 5.5. Partial deliveries shall be agreed between the parties and noted on the delivery slip. The non-delivered goods must normally be ordered again by the Purchaser with the next order. Automatic follow-up deliveries shall only be made following special agreement between the parties. Deviating agreements require the express written consent of the Seller in order to be valid.
- 5.6. Returned goods are not accepted by the Seller. Exceptions apply in the case of (i) transport defects or quality defects of goods that according to the warranty provisions (see below) constitute justified defects; (ii) deliveries not ordered by the customer and incorrectly supplied by the Seller and excess deliveries. Returns are collected following prior notification by a carrier of the Seller. Unannounced returns shall be sent back to the sender at the latter's cost.

6. Transfer of risk

- 6.1. Unless otherwise agreed, the risk is transferred to the Purchaser upon provision of the delivery at the supplier plant or warehouse. The Purchaser bears the risk of all deliveries sent back during return transport and for packaging during outgoing and return transportation.

7. Warranty and liability for defects

- 7.1. All suppliers of the Seller are certified in accordance with ISO 9001 and regularly audited both internally and externally in order to ensure that the agreed quality is delivered. All products are also checked and declared in accordance with all statutory provisions. No further warranties and assurances concerning product quality are granted by the Seller. Henkel shall only assume a guarantee if this has been expressly assured in writing.

- 7.2. Articles 197 to 210 of the Swiss Code of Obligations (SCO) with the following special features apply to notifications of defects and material guarantees:
- By signing the delivery slip or consignment note of the carrier, the Purchaser confirms that it has examined the goods for quantity deviations and recognisable defects.
 - Quantity deviations and defects recognisable upon examination must be notified immediately (via the delivery note copy of the transporter).
 - Defects not recognisable upon delivery of the goods (hidden defects) must be notified in writing immediately upon their discovery.
 - The limitation period for the assertion of warranty claims is eight working days following delivery. No further warranty claims apply to defects discovered or asserted more than eight working days after delivery of the goods. It remains at the Seller's discretion to accept such defects out of goodwill. This does not apply to defects that were fraudulently concealed by the Seller.
- 7.3. In the case of justified defects and following their timely notification, the Seller undertakes subsequently to supply contractually faultless goods. The legal remedies of reduction and conversion are ruled out. Should the replacement delivery also be faulty or be refused or delayed without justification, the legal remedies of reduction and conversion shall apply, thereby providing the customer with the option of requesting either an appropriate price reduction or conversion of the contract.
- 7.4. All further warranties are excluded to the extent permitted by law.

8. Reservation of ownership

- 8.1. The delivery shall remain the property of the Seller until full settlement of all outstanding receivables from the shared business relationship including interest and costs. The Seller is entitled to assert the reservation of ownership by means of simple declarations and/or to have this entered in corresponding registers.

9. Loaned packaging/pallets

- 9.1. To the extent that an agreement is concluded regarding the delivery of the goods on pallets, the Seller may at its discretion deliver parcels of goods on Euro-Pool pallets measuring 800 x 1,200 mm, on non-returnable EW-10 pallets or on so-called multidishes made of metal. Delivery on Euro-Pool pallets shall only take place against counter-exchange, i.e. for the pallets delivered with the products, the same number of undamaged empty pallets (only Euro-Pool pallets) must be furnished in exchange. Damaged but repairable Euro-Pool pallets that the Seller receives back shall be invoiced with the respective repair costs and non-repairable pallets with the respective replacement costs unless the Purchaser can prove that it is not responsible for the damage. With respect to lost pallets, the Purchaser shall be obliged to provide replacement or to pay the replacement costs to the Seller unless it can prove that it is not responsible for their loss. For deliveries made on EW-10 non-returnable pallets, the Purchaser shall be responsible for transferring the goods from one pallet to another and disposing of the pallets.
- 9.2. Where half-size or quarter-size Eurodisplay pallets are used, these are CHEP pallets that remain with the Purchaser and are collected by CHEP.
- 9.3. The following conditions apply to other loaned packaging and loading equipment provided by the Seller: The loaned packaging provided by the Seller (to be specified as such in the invoice) and any loading equipment shall remain the unsaleable property of the Seller. They are to be treated with care and may not be used for any other purpose than storage of the goods delivered. The Purchaser shall be liable for all damages resulting from failure to comply with these provisions unless it can prove that it is not responsible for said damages.
- 9.4. The loaned packaging and loading equipment shall be returned free of charge in proper, usable condition immediately after emptying and quoting the department specified in the invoice to the indicated or agreed receiving point for empties. A return period of eight weeks after delivery at the latest applies to loaned barrels, containers and storage tanks and to all other loaned packaging and loading equipment.
- 9.5. If loaned packaging and/or loading equipment are not returned on time or are rendered unusable due to non-observance of the Seller's instructions, the Seller reserves the right to invoice them at the market price for brand new packaging of the same type or to charge rental fees. These amounts shall become due immediately. The empties



account shall not be credited until receipt of the empties unless the Purchaser can prove that it is not responsible for the delayed return or unusability of the loaned packaging and/or loading equipment.

- 9.6. The acceptance of packaging that does not constitute loaned packaging shall be based on the statutory regulations in force and any supplementary agreements or regulations that have been concluded.

10. Liability

- 10.1. The Seller's liability is based on the mandatory legal provisions. All other or further liability is excluded to the extent permitted by law and there shall in particular be no entitlement to compensation for direct and indirect damages and damages resulting from failure to meet the quality requirements unless caused through negligence or wilful conduct.

11. Final provisions

- 11.1. Should individual provisions of these terms of delivery or the delivery transaction be or become invalid, this shall not affect the validity of the remaining provisions. The contractual partners undertake to agree on a new provision that comes as close as possible to the purpose intended by the invalid provision.
- 11.2. The place of performance for all obligations arising out of the delivery transaction shall be the supplier plant or warehouse of the Seller and the place of jurisdiction for all disputes arising out of or in connection with the delivery transaction shall be the head office of the Seller unless agreed otherwise.
- 11.3. The relations between the Seller and the Purchaser are exclusively governed by substantive Swiss law. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

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