



General Terms and Conditions of Business 003/2015

Scope: These General Terms and Conditions of Business (GTC), in the latest edition valid at the time when the contract is signed, apply to all business relations between Gezolan AG and its Customers, save where otherwise agreed separately in writing between Gezolan AG and the Customer, or if a written framework agreement has been concluded. These GTC shall alone apply. Contrary conditions or conditions of the Customer or contracting partner which differ from these GTC will not be accepted unless Gezolan AG has specifically acknowledged them in writing in an individual case.

Delivery lead-times: The delivery lead-times quoted by Gezolan AG are not binding – save where otherwise stipulated in writing – but will be respected as far as possible. Gezolan AG is entitled to make part-deliveries, provided that the Customer does not incur any other additional costs as a result. In the event of delays for which Gezolan AG is not responsible, the Customer is not authorised to withdraw from the contract and/or to make claims for compensation.

Transport / Delivery: FCA Dagmersellen (FCA pursuant to Incoterms 2010).

Binding nature of offers: Offers made by Gezolan AG are valid for a period of 30 days from the date of the offer.

Price changes: If a period of not less than three months elapses between the date on which the contract is signed and the delivery date, price changes are expressly reserved in the light of changes which have occurred in the meantime in raw material prices, taxes, charges, fees and levies of all kinds and also in the light of currency fluctuations.

Payment terms: invoices of Gezolan AG are payable within 30 days of the invoice date net (with no deductions), save where otherwise agreed. Upon the expiry of this payment period, the client shall immediately be deemed to be in arrears even without further warning. The client is not allowed to offset any claims on Gezolan AG. A flat-rate charge of CHF 50.00 is made for any reminders issued by Gezolan AG.

In the event of justified doubts as to the client's solvency, in particular in case of late payment, introduction of debt restructuring proceedings, opening of voluntary or involuntary liquidation or actions with a similar outcome, Gezolan is entitled, notwithstanding its other rights, to require sureties, advance payments or cash payments and to call in all open claims on all transactions with the client either before the due date or even immediately. Gezolan AG is likewise entitled to require the return of goods that have already been delivered and/or to withdraw from the agreement in which case the client shall have no claim to subsequent delivery and/or compensation.

Guarantee / Liability: For a period of one year after dispatch, Gezolan AG provides a guarantee on brand-new goods. The Customer is entitled to the delivery of goods which are free from defects. The Customer must check the goods procured from Gezolan AG for any defects immediately upon receipt. Any complaint must be made immediately in writing, failing which the goods shall be deemed to have been accepted and approved.

If the delivered goods prove to be defective, Gezolan AG shall ensure that the defects are eliminated or a replacement provided or a subsequent delivery made. The Customer shall have no more far-reaching claims, in particular claims for compensation of any nature whatsoever and all further warranty, including liability for vicarious agents, is excluded to the extent that this is permitted by law. The claims of the Customer vis-à-vis Gezolan AG shall be confined in every case to no more than the original value of the goods in the consignment concerned.

Advice shall be given by Gezolan AG in good faith, but with no guarantee whatsoever and does not release the Customer from the obligation to verify the products of Gezolan AG himself to determine their suitability for the process and purposes intended by the Customer. The criteria of the system manufacturer, the maintenance instructions and the user instructions must be strictly respected or complied with in every case.





For damage caused by inaccurate or wrong information on the purpose of use, on the requirements of an electrical, mechanical, thermal, chemical, physical, biological or other nature, by incorrect type designation or by inappropriate storage, treatment or use of the goods or by modifications or repairs of the goods made by the Customer, his vicarious agents or third parties used by him, Gezolan AG shall have no liability.

Gezolan AG is released from any obligation to provide a guarantee for as long as the Customer fails to meet his payment obligations to Gezolan AG or does not do so in full.

Colour & colour-fastness / ageing process: The range of colours, the individual colour hues and the colour formulation of the products of Gezolan AG are subject to periodical changes and adjustments. Where orders and deliveries are separated by a period of time, colour variations therefore cannot be excluded. Such colour variations do not constitute a defect.

The colours of products supplied by Gezolan AG may change slightly or turn pale over time because of exposure to sunlight and to other climatic or environmental influences. Such changes and also the natural abrasion of the rubber granules and the other natural ageing characteristics do not constitute defects.

Reservation of title / Consignment: The goods delivered by Gezolan AG remain the sole property of Gezolan AG until full payment has been made of all claims on the Customer, including future claims. To the extent permitted by law, the reservation of title likewise extends to the objects created by processing. The new object created by processing is used to secure the claims of Gezolan AG in the amount of the value of the processed goods which are covered by the reservation of title.

The Customer declares his agreement to the entry by Gezolan AG of the reservation of title in the name and for the account of the Customer in the appropriate register. If Gezolan AG has to enforce the reservation of title against the Customer, Gezolan AG reserves the right to bill the costs of registering the reservation of title to the Customer.

Where the use of a consignment warehouse is agreed, Gezolan AG shall determine the warehouse at or in the vicinity of the Customer in its own name. The goods called for or procured from the consignment warehouse shall be the subject of a reservation of title pursuant to the above provisions and may not be sold on by the Customer until such time as the Customer has made full payment to Gezolan AG for the goods procured.

Extraordinary events: In the case of events of force majeure (such as armed conflicts, acts of God and natural hazards), other unforeseen events for which Gezolan AG is not responsible (e.g. fire, interruption of production, strike), shortages of raw materials, fuels, energy etc. as a consequence of the events referred to above and in the case of currency restrictions, devaluations and revaluations of currencies, Gezolan AG is entitled to withdraw in whole or in part from the contractual obligations or from the contract without any entitlement to replacement, delivery and/or compensation accruing to the Customer as a result. Gezolan AG shall have this right even if the events referred to above occur or affect subcontractors or suppliers.

Applicable law / Place of performance / Place of jurisdiction: Swiss law shall apply. The place of performance and jurisdiction shall be **Dagmersellen (Canton of Lucerne, Switzerland)**.

CH-Dagmersellen, January 2015