



Schoeller Allibert

# SCHOELLER ALLIBERT SWISS SARL

GENERAL TERMS AND CONDITIONS OF SALE (Version 2021)

## 1. CONTRACT

1.1 The Contract is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions of the Customer).

## 2. PRICE OFFERS

2.1 Schoeller Allibert Swiss (hereinafter "Schoeller") price offers are valid for a period of 30 calendar days from the date of the quotation.

## 3. INTENDED USE

3.1 It is the sole responsibility of the Customer to determine whether the packaging is suitable for the intended use. Schoeller does not guaranty fitness for a particular purpose.

3.2 For pharma or food application, the packaging should be washed before use. The customer has to check the integrity of the packaging, handling-unit aspect and product deformation due to transport; these risks should be taken into account by the customer in his risks assessment.

## 4. CONFIRMATION OF ORDERS

4.1 Orders are usually confirmed within 2 working days unless notified otherwise.

4.2 A Contract shall not be effective until Schoeller has issued written acknowledgment and acceptance of such Contract (notwithstanding any earlier confirmation of receipt).

4.3 Minimum order quantities and minimum Contract values, where necessary, may apply at Schoeller's discretion.

## 5. PRICE

5.1 Schoeller reserves the right with a prior notice of 10 days to adjust prices following cost surcharges beyond its control such as production costs, fluctuations of raw material and exchange rates, energy and transport.

5.2 Unless otherwise agreed in writing, the prices shall be exclusive of any taxes (including sales tax) or levies and the Customer will pay all costs and charges in relation to packaging (other than standard packaging), loading, unloading, carriage, freight and insurance, where appropriate.

5.3 The prices quoted are based on volumes indicated by the Customer. Should the quantities deviate from the quotation, Schoeller reserves the right to adjust the pricing of items and transport in case of DAP and DDP deliveries accordingly.

## 6. PACKAGING / TRANSPORT

6.1 Unless otherwise agreed, deliveries are packed according to Schoeller's general wrapping methods.

6.2 Should the Customer require alternative packing, Schoeller must be advised sufficiently in advance prior to sending the order. All extra costs will be borne by the Customer.

## 7. DELIVERY

7.1 Orders are delivered under INCOTERMS 2010 further to Contracts with Customers at Customer's risk and cost.

7.2 Unless a specific delivery date has been guaranteed by Schoeller, all delivery dates are estimates only.

## 8. CLAIMS

8.1 The Customer is obliged to examine the goods upon receipt, or as soon as it is customary in accordance with usual business practice, and make a note of any discrepancies on the delivery note.

8.2 If the Customer fails to so notify, the goods purchased shall be deemed to have been accepted to the extent there are no hidden defects.

8.3 In case of defective goods, the Customer shall send a sample to Schoeller as well as a description of the defect for validation.

8.4 If Schoeller confirms that the goods are defective, they will be replaced or refunded at its discretion. **There are no other warranties, conditions or terms, express or implied.**

## 9. PROPERTY AND INTELLECTUAL PROPERTY

9.1 Schoeller shall retain ownership of the products until payment in full.

9.2 Any intellectual property rights used in the manufacture of the goods (including, without limitation, patents, registered and unregistered designs, trademarks and services marks (registered or not) and copyrights) remain the sole property of Schoeller.

## 10. PAYMENT

10.1 Unless otherwise agreed in writing, payment shall be due within 30 days of Schoeller's invoice.

10.2 All invoices shall be paid in the currency required by the invoice in immediately available funds, without any deduction whether by way of set-off, withholding, counterclaim or otherwise, by bank draft according to the conditions mentioned in the quotation or Contract. Additional reminder fees shall apply after the 10<sup>th</sup> day from due date.

10.3 Furthermore, Schoeller shall have the right to stop any pending order until complete payment of any outstanding balance has been received and shall have the right to modify the payment terms of the Customer on all future orders.

## 11. CONFIDENTIALITY

11.1 Schoeller shall not disclose any confidential information without the prior written approval of the Customer. The Customer shall, in return, not release any confidential information without the prior written consent of Schoeller.

## 12. GOVERNING LAW AND JURISDICTION

12.1 The Contract shall be governed by and construed in accordance with the laws of Switzerland, without regard to principles of choice of law. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to the Contract.

12.2 All claims, disputes or differences whatsoever between the Parties arising out of or in connection with the Contract (including without limitation to any question regarding its existence, validity or termination) shall exclusively be referred to the Courts in Romont, Switzerland.

12.3 Notwithstanding the provisions of this clause, Schoeller shall have the right to commence and pursue proceedings for interim or conservatory relief against the Customer in any court in any jurisdiction and the commencement and pursuit of such proceedings in any one court or jurisdiction shall not preclude Schoeller commencing or pursuing proceedings in any other court or jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

## 13. OTHER TERMS

13.1 INCOTERMS 2010 are incorporated into the Contract. In the event of inconsistency between the INCOTERMS and any other provisions of the Contract, the latter shall prevail.

13.2 Without the prior written consent of the other Party, neither Party may assign or otherwise transfer its rights or obligations under the Contract in full or in part.

13.3 The invalidity, illegality or unenforceability of any one or more of the provisions of the Contract shall in no way affect or impair the validity and enforceability of the other provisions of the Contract.

13.4 No amendment to any provision of the Contract shall be effective unless it is made in writing.

13.5 Any person who is not a Party to the Contract may not enforce any term of it against a Party.

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## SCHOELLER ALLIBERT SWISS SARL

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