

Guidelines

Terms and conditions of sale and delivery outside Switzerland

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1. Conclusion of a sales contract

Our deliveries are made exclusively on the basis of these terms and conditions. They also apply to future deliveries, without the need for us to refer to them on each occasion. The customer's conditions of purchase are explicitly excluded. They do not place us under any obligation, even if we do not exclude them when we conclude a sales contract. By placing an order, the purchaser accepts our terms and conditions of sale and delivery. Subsequent changes are only valid if we give our consent in writing. Samples of both paint and powder coatings may differ slightly from the products on sale with regard to their texture, effect, gloss, drying behaviour and processing conditions. This does not entitle the purchaser to make a complaint.

2. Prices

The prices that are valid on the day of shipment apply to our deliveries, with the exception of written quotations with a time limit. Increases in charges relating to the heavy goods vehicle charge (HGVC), fuel duty etc. are currently applied separately as follows:

As of 1/1/2012: shipment 1 – 299 kg at EUR 0.07/kg; from 300 kg at EUR 0.04/kg.

3. Payment terms

Payments are due 30 days net from the invoice date. If there is a delay in paying, the normal bank interest rate for late payments will be charged. This is the interest rate charged on business loans.

4. Delivery terms

Our deliveries are made on the basis of INCOTERMS 2010.

The carrier must be informed immediately about transport damage of any kind. We accept no liability for this. We must be notified immediately about any complaint.

5. Packaging

We will take back disposable containers and packaging, but we will make a charge for this as specified in our price list. The customer must pay the transport costs.

The vendor will submit an invoice for reusable containers and reusable transport containers and this must be paid net. If containers are returned in perfect condition within a year, we will issue a credit note after carrying out an inspection of the containers. The customer must pay the transport costs.

6. Delivery obligations

Our delivery deadlines are not binding, but we will make every possible effort to meet them. If we fail to meet delivery deadlines, the customer is not entitled to claim for damages or to cancel the order without allowing a reasonable grace period. The customer cannot under any circumstances request the cancellation of an order that is already being processed. In the event of delays in the arrival of raw materials or third-party goods, serious disruption to our business or strikes etc. that occur as a result of chance or force majeure, we are not obliged to meet our delivery deadlines for the duration of the problem.

7. Guarantee

Any events or facts that are outside the influence and control of Karl Bubenhofer AG are considered to be force majeure and release us from any liability to provide a guarantee and from any obligation to make a delivery. Karl Bubenhofer AG accepts liability for the warranted properties of the delivered goods and for any physical defects that negate or significantly reduce their value or their suitability for their intended use. In the event of defects (in particular colour differences, incorrect deliveries etc.) that can be identified immediately, the customer must notify us immediately and at the latest within 8 days of receiving the goods and in all cases before the goods are used or mixed. The right to make warranty claims as a result of defects expires one year after the goods are processed by the purchaser, providing that this happens within 6 months of the goods being received. If this is not the case, the provisions of article 210 of the Swiss Code of Obligations (CO) apply. In the case of paints that cannot be stored for 6 months, the purchaser must be clearly informed in an appropriate way about the permitted processing period after delivery. Complaints do not release the parties from their obligation to comply with the delivery and payment terms.

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Coloured products are manufactured to the highest possible degree of accuracy. The colour must be checked before the product is applied. Minor deviations in the colour which are caused, for example, by factors that we have no influence over do not entitle the customer to make a complaint.

All other warranties are waived, in particular:

- for processing the material and the subsequent results
- for the continuation of a property of the goods which is present in the customer's experience but is not recognised by the supplier or is regarded by the supplier as trivial and is therefore not explicitly warranted
- for applying the goods to processed or unprocessed substrates that are only similar or related to the substrate referred to in the warranty
- for using the material for a purpose which is unknown to the supplier or could not have been predicted by the supplier

8. Reservation of title

The goods that have been delivered remain the property of the vendor until all the purchaser's debts, including those that may occur in future, have been paid in full. The purchaser is entitled to sell the goods in accordance with the following provisions:

- The right of the purchaser to sell the reserved goods as part of its normal business comes to an end, notwithstanding the vendor's right to recall the goods at any time, when the purchaser stops its payments or when bankruptcy proceedings have been started in relation to its assets or when a conciliation process has been requested in order to prevent the purchaser from being declared bankrupt.
- The purchaser assigns the debt from the sale of the reserved goods and all the ancillary rights to the vendor. The vendor accepts the assignment.
- The parties are not permitted to pledge the reserved goods or the assigned debt or to transfer them as security to third parties.
- The reservation of title remains in force even if the vendor's individual debts are included in a current account and the balance is calculated and accepted.
- If the security provided by the reservation of title exceeds the debts that are being secured by 20%, the vendor is entitled at its own discretion to release fully paid deliveries.

9. Advice from Karl Bubenhofer AG

We give advice based on our knowledge, our understanding of the facts and our experience. However, the information we provide about the suitability and use of our products does not absolve the purchaser from the need to carry out its own tests and trials.

10. Damages

The amount claimed for damages by the purchaser as a result of product defects is restricted to the purchase price of the affected part of our delivery. In the event of gross negligence or intent, our liability is limited to the damage that could be predicted as a result of our breach of our obligations.

11. Place of jurisdiction and applicable law

Our delivery contracts are governed by Swiss law. The place of fulfilment and jurisdiction is Gossau in the canton of St. Gallen. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

Karl Bubenhofer AG