



Früh Verpackungstechnik AG General Terms and Conditions of Sale and Delivery

1. Scope

- 1.1 These General Terms and Conditions of Sale and Delivery (**GTCS**) govern the legal relationship between Früh Verpackungstechnik AG (hereinafter referred to as "**Früh**") as the seller and its contractual partner as the buyer.
- 1.2 These GTCS constitute a binding part of the contract between Früh and the buyer. Other terms and conditions shall only apply if they have been expressly agreed in writing.
- 1.3 Individual written agreements shall take precedence over these GTCS.

2. Offers/orders

- 2.1 Verbal orders and agreements are only binding if they are confirmed by Früh in writing within five working days. E-mail and fax are treated as equal to writing.
- 2.2 The order confirmation is not necessary if the delivery is made within seven to ten days. The overview of dates is provided here via list of delivery dates. Packing material deliveries or their call-offs are made with order confirmations.
- 2.3 Früh's price quotations are subject to change. The prices valid at the time of the order and confirmed by Früh shall apply for the order concerned.
- 2.4 If, after conclusion of the contract, Früh becomes aware of a significant deterioration in the customer's financial position, Früh may make further order processing and delivery dependent on advance payment.
- 2.5 The buyer is not permitted to cancel orders.

3. Delivery

- 3.1 The agreed delivery period shall commence upon conclusion of the contract in accordance with clause 1.2 and once any agreed payments and securities have been made.
- 3.2 The agreed delivery period shall be reasonably extended if:
 - a) The buyer changes an order after the contract has been concluded;
 - b) The buyer – irrespective of the reasons – does not provide the necessary documents in due time or otherwise does not cooperate in the required manner;
 - c) Events of force majeure within the meaning of clause 9.3 – regardless of whether they affect one of the parties or a third party – cause a delay in delivery and Früh waives its right to withdraw from the contract.

In this case, the buyer may neither withdraw from the contract nor claim compensation.
- 3.3 If Früh does not deliver within the agreed or, if applicable, extended delivery period, the buyer must – before it can assert any remedies and rights against Früh – grant Früh a reasonable grace period by registered letter. Until expiry of the grace period, the buyer shall neither be entitled to compensation for any damage it has hitherto suffered due to the delayed delivery, nor shall the buyer be entitled to withdraw from the contract.
- 3.4 Unless otherwise agreed, the date of delivery shall be deemed to be the date of dispatch of the goods.

- 3.5 Agreed delivery dates are to be adhered to if the buyer has carried out the necessary cooperative actions in good time and made them available on schedule.
- 3.6 The acceptance of the ordered goods is a contractual obligation. If the buyer does not accept the order in accordance with the agreement, it is obliged to reimburse the costs incurred (costs of storage, packaging materials, auxiliary materials, destruction, transport, etc.).
- 3.7 In the case of a quantity sale of packaging materials, Früh is entitled to deliver more or less of the ordered volume of all products. Depending on the quantity, the excess or short delivery can be up to 50%.

4. Blanket orders and on-call services

- 4.1 The buyer and Früh may agree that the buyer will provide an estimated quantity required for each contractual product per calendar year. Such estimates are not binding for the buyer. In the event of such an agreement, the buyer shall also provide Früh with a rolling blanket order for three months of requirements and anticipated call-off dates. These blanket orders are binding for the buyer in terms of volumes in the sense that the buyer undertakes to call for the corresponding quantities within no more than six months. The expected call-off dates are non-binding.
- 4.2 Goods which Früh delivers to the buyer at the buyer's request must in any case be completely accepted by the buyer no more than three months after the first delivery. Once the aforementioned period of three months has expired, the goods not yet acquired shall be delivered to the buyer unrequested and invoiced.
- 4.3 Storage costs incurred by Früh for on-call deliveries and services shall be borne by the buyer.
- 4.4 Früh expressly reserves the right to adjust prices in accordance with clause 6.2 in the case of on-call deliveries and services. The last delivery is decisive in this respect.

5. Packaging, assumption of risk and retention of title

- 5.1 Special crates, pallets, top boards, etc., will be charged to the buyer at cost unless returned or exchanged upon delivery.
- 5.2 The goods are shipped ex works from Früh. All benefits and risks shall be transferred to the buyer upon dispatch of the delivery ex works or upon collection ex works through a handover to the buyer. Transport is at the expense and risk of the buyer. Complaints related to transportation should be directed to the carrier or freight forwarder upon receipt of shipment. Früh is not liable for damage caused during transport. The Incoterms EXW 2020 shall apply. In all other respects, the terms of delivery shall apply in accordance with the contract.
- 5.3 Unless the parties have expressly agreed otherwise, the buyer shall be responsible for insuring the goods in relation to transport against damage of any kind and against loss.
- 5.4 Früh shall remain the proprietor of all delivered goods until it has received payment in full in accordance with the contract. The buyer is obligated to take the measures necessary to protect Früh's property. Upon conclusion of the contract, the buyer authorizes Früh, at the buyer's expense, to enter or note the retention of title in public registers, books or the like in accordance with the relevant national laws. The buyer shall cooperate to the extent necessary.



6. Prices and terms of payment

- 6.1 All prices are net ex works from Früh and – subject to clause 6.4 – in Swiss francs. The quantities actually delivered will be charged. The following are not included in the prices and shall be paid additionally by the buyer: All taxes and duties (such as any value-added tax and customs duties); packaging; transportation; any insurance cover; drafts, originals, printing plates, tools, embossing and printing rollers, and extensive sample work.
- 6.2 If, between conclusion of the contract and delivery, the costs on which Früh's calculations are based should increase (such as, in particular, wage rates or costs for raw materials), Früh is entitled to revise the prices quoted in the order confirmation accordingly until the time of invoicing.
- 6.3 The buyer must pay Früh's invoices within 30 days from the invoice date. Payments are to be made net, without deduction of discounts, expenses, taxes and fees of any kind. If the buyer does not pay the invoice when due, interest on arrears shall be payable automatically from that point on.
- 6.4 If the parties agree on prices in a currency other than Swiss francs, Früh is entitled to adjust the prices on the basis of the current exchange rates until the time of invoicing.

7. Material supplied by the buyer

The buyer shall deliver material intended for processing to a destination to be designated by Früh at its own expense. Früh disclaims any liability beyond ordinary storage of materials and goods. The buyer shall be liable for any damage resulting from defective material it has supplied.

8. Complaints and warranty

- 8.1 Goods with minor deviations from the description in the order confirmation that are customary in the industry shall not be deemed defective. The buyer must store the goods properly, otherwise it forfeits any claims under warranty.
- 8.2 The buyer shall inspect delivered goods (including partial deliveries) immediately upon receipt and notify Früh in writing of any defects within seven days of receipt of the goods, stating the nature of the defects. Hidden defects must be communicated in writing within three working days of discovery. Lot numbers, batch numbers or the order numbers must be referenced when filing a complaint.
- 8.3 Lodging a complaint does not release the buyer from its obligation to pay.
- 8.4 Claims for defective goods must be asserted by the buyer against Früh in writing no later than six months after receipt of the goods (warranty and limitation period).
- 8.5 If Früh delivered defective goods and if the other requirements under this clause 8 are met, Früh reserves the right to choose between replacing the defective goods within a reasonable period of time, repairing them or granting a price reduction. The buyer shall not be entitled to any other remedies, in particular rescission.
- 8.6 The buyer shall allow Früh, at its request, to inspect allegedly defective goods on site during the warranty period. The buyer may not return delivered goods to Früh without Früh's express written consent.
- 8.7 The buyer is solely responsible for the proper storage of the goods in a suitable storage environment. Früh is not responsible for damage to the goods resulting from improper storage.

- 8.8 The item sold only offers the level of certainty which can be expected on the basis of the current technical standards, approval regulations, regulations on the treatment of the delivered item and other information given.

9. Liability and force majeure

- 9.1 Subject to the following paragraph and clause 8, any liability of Früh, in particular for consequential damages, is excluded. In particular, any recourse of the buyer or a third party against Früh is excluded, should the buyer or the third party be held liable in connection with defective goods delivered by Früh – for example due to product liability.
- 9.2 The aforementioned limitation of liability pursuant to clause 9.1 shall not apply in case of intent or gross negligence on the part of Früh. On the other hand, it shall apply in the event of intent or gross negligence on the part of auxiliary persons. At most, the buyer is entitled to claim for damages in the amount of the purchase price paid.
- 9.3 In the event of force majeure, Früh has the right to withdraw from the contract in whole or in part, without the buyer being entitled to claim for damages or withdraw from the contract for this reason. Force majeure is considered to be in particular: epidemics, mobilization, war, riots, significant operational disruptions, accidents, labor disputes, delayed or defective delivery of the required raw materials, semi-finished or finished products, official measures or omissions, natural events such as fire.
- 9.4 The buyer is liable to Früh for any damages it has caused (including legal costs), unless the buyer proves that it is not at fault.
- 9.5 The buyer also assures Früh that the customized goods ordered on the basis of samples, models or specifications provided by the buyer do not infringe any third-party rights and do not violate any applicable laws. The buyer is liable to Früh for any damages (including legal costs) incurred by Früh due to a breach of this assurance.

10. Miscellaneous provisions

- 10.1 Drafts, negatives, printing plates, films, and digital data which are necessary for the implementation of the repro tasks and which are made available by the buyer remain the property of the buyer. The printing plates or printing cylinders are only paid proportionally by the buyer and are owned by Früh.
- 10.2 Unless otherwise agreed, blister tools, punching knives, etc., belong proportionally to the buyer. Wear and tear and maintenance work will be charged to the buyer according to the time and effort involved.
- 10.3 If the business relationship is discontinued by the buyer for any reason whatsoever, this must be communicated by the buyer in good time (at least 12 months) before the end of the business relationship. All materials, packaging materials, labels, etc., purchased by Früh up to this point in time for the completion of the orders may be invoiced after the end of the business relationship.
- 10.4 Semi-finished and finished goods warehouses will be subject to charges after the agreed storage period and will be invoiced to the buyer.

11. Applicable law and place of jurisdiction

- 11.1 The contract, including these GTCSD, and all legal disputes arising therefrom or in connection therewith shall be governed by Swiss substantive law. The United Nations Convention on Contracts for the International Sale of Goods ("Vienna Convention") shall not apply.



11.2 **All legal disputes arising out of or in connection with the contract (including these GTCSD), including disputes regarding its valid conclusion, validity, amendment or termination, shall be subject to the jurisdiction of the competent courts of law at the place of Früh's registered office. Früh shall, however, also be entitled to take legal action against the buyer at its domicile or at the location of a branch office.**

11.3 These GTCSD shall come into force in February 2022 and replace the previous GTCSD.

Fehraltorf, January 26, 2022