

This is an English translation. In case of doubt, the German original shall prevail.

General Terms of Sale

1 General

The following Terms and Conditions of Sale constitute an integral part of all our sales activities. The customer explicitly accepts these terms upon placing his or her order. Diverging or additional terms shall apply only if agreed explicitly and in writing.

2 Quotation

Our quotations are not binding unless the validity of the quotation is stipulated in writing.

3 Technical documentation

We retain title to and reserve the right to reclaim drawings, calculations, prototypes, samples and other technical documentation. Such documents may be neither copied nor made available to third parties without our consent.

4 Price

Unless diverging conditions are agreed, prices are quoted net ex works without any discount, inclusive of packaging. All ancillary costs and any taxes, fees, duties, and customs charges shall be borne by the customer.

5 Delivery

The performance of the delivery, the quantity and finish of the delivered goods shall be governed by our confirmation of the order. Services not included in the confirmation of the order will be charged separately. The goods are transported for consignee's account and at consignee's risk. The carriers shall be liable for any damage incurred during transport. We must be informed immediately about any defect.

6 Delivery period

We endeavour always to adhere to the agreed delivery period. The customer may neither claim compensation nor withdraw from the contract on the grounds of non-adherence to the delivery period. Interruptions of operations due to force majeure, including strikes and delay in delivery of raw materials, release us from the delivery obligations. The customer shall be informed of any delay in delivery as soon as possible.

7 Orders for goods on call

Unless a shorter delivery period has been agreed, calls for goods shall be effected within one year after the order date. Deals concluded for an unlimited period of time shall not be admissible. In the event of a change in the company name or of sale of the business, the existing contract shall be assumed by the new company.

8 Payment

Payments shall be made without any deduction to our account within 30 days after the date of invoice. The term of payment shall be observed even if transport, delivery or acceptance of the delivery is delayed or becomes impossible for reasons beyond our control. Payments may not be reduced or withheld due to defects, claims or customer's counterclaims not acknowledged by us. Should the customer not observe the agreed term of payment, he or she shall pay default interest from the due date. In the event of failure to observe the term of payment, we are entitled to withhold goods not yet dispatched.

9 Quantity

Excess or short deliveries up to 10% of the quantities ordered are not valid grounds for objection.

10 Moulds and tools/dies

We retain title to moulds and tools and dies, even if they have been fully or partly charged to the customer. They shall not be handed over and will be stored for two years for repeat orders free of charge. If no other orders are placed for a period of two years, we may freely dispose of the tools and dies in consultation with the customer. Further storage of the tools and dies shall be charged to the customer. We shall bear the costs of maintenance of the tools and dies and for the agreed total quantity or period of use. The cost of follow-on tools and dies and modifications to tools or dies shall be borne by the customer.

11 Quality and finish

Our reference samples and/or prototypes submitted to the customer for examination before the delivery shall determine quality and finish. The customer undertakes to examine the reference samples and/or prototypes in respect of both finish and quality of the material in order to determine if the quality fulfils the customer's requirements and his or her intended purpose of use. For different materials, the relevant tolerances shall be taken into account.

12 Guarantee

Only qualities agreed in writing can be guaranteed. We cannot guarantee that the delivered goods are suitable for the intended purpose of use if the latter was not agreed with us in advance.

The customer shall advise us of any statutory, official and other provisions which apply to the execution and the finish of the delivery. To the extent that the goods have already been processed, we will pay compensation which shall in no case exceed the invoice value of the goods delivered by us. Any further claim by the customer due to faulty delivery shall be excluded.

13 Property rights

The customer is responsible for ensuring that the execution of his or her order according to the models and drawings made available by the customer does not infringe any rights of third parties, in particular copyright and property rights. The customer shall compensate us for any loss we incur as a result of the infringement of third parties' rights in connection with the delivery.

14 Complaints

Complaints can only be checked and admitted if raised in writing 14 days after receipt of the goods at the latest. Complaints raised at a later date cannot be considered. In the event of a justified complaint, we may at our option either deliver a replacement free of defects or grant an appropriate price reduction. Further claims, such as replacement of contents, compensation for damages, wages, freight etc. will not be admitted. Liability applies only to the delivered goods.

15 Final provisions

Any deviation from these General Terms and Conditions of Sale must be made in writing. The place of performance and jurisdiction shall be Sarnen, Switzerland. The legal relationship shall be governed by Swiss law. In case of doubt, the German version will be binding.

Alpnach Dorf, February 2012

Sarna Plastec AG