

## General Sales and Delivery Conditions (GSDC) ZB402.31

### 1. Scope of Validity

The following sales and delivery conditions are applicable to all offers and sales activities of TEXPART HANDELS AG. They will remain valid until other conditions have been agreed upon in writing – with the explicit citation of the GSDC. Any purchasing conditions of our customers that are contradictory to our sales and delivery conditions will only be valid if they have been expressly approved by us in writing. By placing the order, the client accepts these conditions.

### 2. Offers

The prices and delivery periods quoted in our offers are non-binding. They only become binding upon quoting of an option period. Orders are only binding for us if we have accepted them in writing (order confirmation).

### 3. Pricing

Unless otherwise agreed, the quoted prices are net prices ex works, without packaging and without assembly, payable within 30 days net from invoice date in Swiss Francs. Transportation insurance to the client's domicile is included in the price. The respective insurance coverage will be communicated to the client upon request.

### 4. Implementation

The requests and orders must be accompanied by comprehensive drawings as well as samples and other performance and test specifications. Costs incurred due to modifications to drawings or other changes to orders will be borne by the client.

### 5. Delivery Quantity

The approved quantity will be adhered to as far as possible. However, we reserve the right to provide an excess or short delivery of 10%. Product delivery is subject to extraordinary events and the resulting quantity deviations during production.

### 6. Delivery Periods

The delivery periods (ex works) specified in our order confirmation will be adhered to as far as possible. Non-adherence to the delivery periods does not authorize the client or third parties to cancel the order or to assert a claim for damages.

### 7. Complaints Regarding Defects

Complaints regarding defects must be reported in writing within 14 days after receipt of the delivery and must be accompanied by proof in the form of samples. Defective parts must be sent back to us in the condition that they were received in the original packaging. Visible damage due to transportation must be reported to the freight carrier upon receipt of the goods. We will either provide free replacement parts or credit for justified complaints that have been correctly reported. Any other liability on our part is excluded.

### 8. Third-Party Claims

During implementation, we do not take on any responsibility for the claims of third parties whose intellectual property was infringed upon. In the event of legal conflicts, the client indemnifies us of any third-party claims.

### 9. Tools and Equipment

Tools and equipment that are necessary for the completion of a job (fulfilment of an order) will remain our property, even if they were billed to the client in part or in whole. Costs incurred due to modifications in drawings will be borne by the client. If no follow-up orders are placed within 10 years, the tools and equipment can be destroyed.

### 10. Retention of Title

TEXPART HANDELS AG remains the proprietor of the delivered objects until it has received complete payments as per the contract. The client authorizes TEXPART HANDELS AG, beginning from the date the contract is signed, to register the retention of title according to Art. 715 ZGB. The retention of title is also valid, however, without registration.

The client will maintain the delivered objects in good condition at his expense during the retention of title and will insure the objects against theft, breakage, fire, water, and other risks in favour of TEXPART HANDELS AG. Additionally, he will undertake all measures to ensure that the ownership interest of TEXPART HANDELS AG is neither affected nor cancelled.

### 11. Transition of Profit and Risk

Profit and risk pass to the client upon shipment of the deliveries ex works.

If shipment is delayed at the request of the client or for other reasons that are not the doing of TEXPART HANDELS AG, then the risk during the period originally scheduled for the shipment ex works passes to the client. From this moment on, the deliveries are stored and insured at the expense and risk of the client.

### 12. Modifications

Modifications of these conditions to the disadvantage of TEXPART HANDELS AG are only valid if they have been rendered in writing and the modified sections have been expressly mentioned.

### 13. Unforeseen Events

Unforeseen events that significantly affect contract fulfilment or render contract fulfilment impossible and for which TEXPART HANDELS AG is not to blame, authorize TEXPART HANDELS AG to cancel the order or parts of the contract if no consensus is achieved for modifying the contract in consideration of the unforeseen event.

### 14. Disclaimers

All cases of contract violations and their legal consequences as well as all claims against TEXPART HANDELS AG, regardless on which legal ground they are based, are entirely stipulated in these conditions. In no case will claims asserted by the client be valid for compensation of damages that were not incurred to the delivery object itself, notably loss of production, loss of use, loss of orders, loss of profits as well as other direct or indirect damages. This disclaimer does not apply to unlawful intent or gross negligence or if faced with mandatory law.

### 15. Intellectual Property

Unless otherwise expressly agreed upon in writing, no intellectual property rights are transferred to the client or to third parties.

### 16. Jurisdiction, Place of Fulfilment and Applicable Law

The jurisdiction and place of fulfilment (delivery and payment) is the domicile of TEXPART HANDELS AG. Swiss laws are applicable.

### 17. Commencement of the Contract

These sales and delivery conditions take effect immediately and replace the previous conditions. In the event of discrepancies between versions, the German version takes precedence.

TEXPART HANDELS AG  
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