

## 1. UNDERLYING TERMS AND CONDITIONS

These present general terms and conditions of sale (here referred to as the "GCS") of DR. WILD & CO AG (hereinafter referred to as "WILD") shall apply to any supply of goods and services by WILD (hereinafter referred to as the "supply"), subject to any terms to the contrary provided for in WILD's order confirmation and/or by written agreement mutually signed by the contractual parties. Any terms and conditions of the customer (general terms and conditions of purchase, etc.) to the contrary shall be valid only if they have been accepted in writing by WILD.

All contracts shall be deemed duly concluded upon receipt of WILD's order confirmation by customer.

In order to be valid and legally binding, all agreements and declarations by the contractual parties need to be in writing.

Should any provision of the GCS be or become wholly or partly invalid, the contractual parties shall substitute such provision by a new one, complying most closely with the original provision regarding its legal and economic effect.

Any supply shall be effected on the basis of EX WORKS (EXW) according to INCOTERMS 2010, subject to the below provisions or any arrangement to the contrary agreed upon by the contractual parties.

## 2. SCOPE AND EXECUTION OF SUPPLY

Scope and execution of supply are conclusively defined in WILD's order confirmation and/or in the contract documents mutually signed by the contractual parties. WILD shall be entitled to alter any supply in order to improve it, provided by such alterations the purchase price will not be increased.

The customer is exclusively responsible for the use of supply as well as any results obtained hereby.

## 3. REGULATIONS AND STANDARDS / SECURITY PROVISION

At the latest when placing the order, customer shall notify WILD of any regulations and standards applicable at the destined place of application and/or other regulations and standards to be complied with upon fulfilment of the contract.

The customer shall be exclusively responsible that any general and local regulations are complied with all relevant

laws relating to the sale and marketing, the composition, formulation, labelling or packaging of the supply.

In the absence of such notification, the supply will be effected according to Swiss regulation and standards.

## 4. PRICING

Subject to any agreement to the contrary, all prices shall be net prices ex works or warehouse - without packing - and referring to Swiss Francs. All extra charges for freight, insurance, permits, legalisation, etc. and all taxes (inc. value added tax), levies, charges, customs duties and the like, which may be raised in connection with the supply, shall be for the account of the customer. In case of delivery against securities (Letter of Credit, cash against shipping document, etc.) any charges related thereto are for the account of the customer.

The right to adjust prices due to changes in the market place or currency exchange rate fluctuations - even after the conclusion of the contract - remains herewith expressly. The prices may also be reasonably adjusted in case the delivery date is extended or scope and execution of the agreed supply are altered.

WILD's price lists and tenders are binding only within the binding period, as specified in the offer.

## 5. TERMS OF PAYMENT

Payments shall be effected at WILD's registered office in accordance with the agreed conditions of payment net, without any deductions regarding discounts, charges, taxes levies, customs duties and the like. In the absence of any agreement to the contrary, the purchase price shall be settled as follows:

- one third upon placement of the order
- one third when supply is ready for shipment or collection
- one third when the period of 30 days after readiness for shipment or collection has elapsed.

The dates for settlement and the time periods for payment respectively are to be complied with even if transportation, delivery, fitting, introduction, putting into operation or acceptance of the supply will be delayed for any reason WILD not being responsible for, or even if unessential parts necessary, provided the use of the supply will thereby not become impossible. Complaints and any of customer's claims not accepted by WILD do not give title to withheld

payments or to make deductions from payments.

In case of delayed payment, customer owes WILD interest as of due date, any form of reminder by WILD not being necessary. Such interest shall be calculated according to the interest rates customary at customer's registered office. Such interest shall not be less though than 4 % above the applicable bank-rate of the Swiss National Bank.

In case customer will be in payment arrears and/or in shortfall as regards the provision of a security, or in case WILD, as a result of circumstances occurring after the conclusion of the contract will have serious reasons for fearing that it may not receive the payments and/or securities from the customer in their entirety or in due time, WILD shall be entitled, without any limitation whatsoever to its statutory rights, to postpone the execution of the contract including the supply of spare parts and material for consumption, until new conditions of payment and supply shall ever have been agreed upon. If such an agreement will not be reached within a reasonable period of time, WILD shall be entitled to assert its statutory rights as a creditor for undue debtor delay.

WILD hereby reserves the right to demand cash payment or to effect delivery only on cash-on-delivery terms.

## 6. INTELLECTUAL PROPERTY

All intellectual property rights in connection with the Products shall be the exclusive property of WILD.

WILD has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale and/or delivery of the Products and WILD shall not be held liable for any loss or damage in that respect.

The sale of Products shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Products, and Customer explicitly assumes all risks of any intellectual property infringement by reason of the Use of the Products.

## 7. RESERVATION OF TITLE

WILD shall remain the owner of any supply until full payment has been received according to the terms and conditions of the contract.

The customer shall support WILD by taking measures required for the protection of WILD's property rights regarding supply. In particular, customer

hereby entitles WILD to have the reservation of property rights registered in the respective public register, ledger or the like according to the legislation of the country involved and to fulfil all formalities related thereto, for the account of the customer.

## 8. DELIVERY TIME

A delivery time period shall only be legally binding upon WILD provided such delivery time period has been expressly confirmed by WILD in its order confirmation or provided such delivery time period has been mutually agreed upon in writing by the contractual parties. The delivery time period shall commence upon conclusion of the contract when all legally required formalities are complied with, the payment upon the placing of the order made has been effected, the agreed securities have been provided for and the essential Technical points have been clarified.

The delivery time shall be deemed to be observed if by that time WILD has sent a notice to customer informing that WILD is ready for dispatch.

The delivery time is reasonably extended:  
- if the information required by WILD for performance of the contract is not received in due time or, when the customer subsequently alters such information causing a delay in the delivery of the supply.

- if hindrances occur, which WILD cannot prevent despite using due care. Such hindrances include, but shall not be limited to epidemics, mobilisation of armed forces, war, revolution, considerable operational disturbances, accidents, industrial action, late or deficient delivery of necessary raw materials, semi-finished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities, acts of God etc.;

- if the customer or a third party is behind schedule with its work to be carried out or with the performance of its contractual obligations, in particular if the customer fails to comply with the terms of payment.

In case of late delivery and after a reasonable additional time period for compliance has unsuccessfully expired, the customer shall be entitled to withdraw from the contract. Any form of substitution shall hereby be excluded. WILD shall have the same right to withdraw from the contract.

WILD disclaims any liability due to late delivery.

## 9. PACKING

Packing shall be invoiced separately by WILD and shall not be returnable. However, if the packing is declared as WILD's title, it shall be returned by the customer, carriage paid to the place of dispatch.

## 10. PASSING OF BENEFIT AND RISK

Benefit and risk of the supply shall pass to the customer on the basis of EX WORKS (EXW) according to INCOTERMS 2010

If dispatch is delayed due to reason beyond WILD's control, the risk of the supply shall pass to the customer at the time of readiness for dispatch or collection. From this moment, the supply shall be stored for the customer's account and risk.

## 11. PLACE OF DELIVERY, DISPATCH AND INSURANCE

In the absence of any express agreement to the contrary by the contractual parties, the place of delivery shall be WILD's works or warehouse at WILD's discretion.

Requests concerning consignment and insurance shall be notified to WILD in due time. Consignment shall be effected for the customer's account and risk. Any complaints in connection with the consignment are to be made by the customer to the last carrier immediately upon receipt of the supply or the freight documents.

The customer is responsible that the supply is insured during transportation. If the customer so requires, WILD shall however provide for such insurance for the customer's account.

## 12. INSPECTION AND COMPLAINTS FOR DEFICIENCIES

The customer shall inspect the supply immediately upon receipt and shall immediately notify WILD of any deficiencies by registered mail. In case customer fails to carry through such inspection and to effect said notification, the supply shall be deemed approved. Upon receipt of a notification regarding deficiencies, WILD shall be entitled to have such notified deficiencies and/or loss or damage inspected by its own personnel or by an expert of its choice.

Further acceptance tests shall only be carried through provided this has been agreed in writing by the contractual parties. Should it not be possible to carry

through such acceptance tests within the fixed time period for reasons beyond WILD's control, the supply is deemed to comply with the qualities which should have been ascertained by means of said acceptance tests. Such acceptance tests shall be deemed to have been carried through as soon as the customer starts utilising the supply.

Should the supply prove deficient, the customer shall grant WILD the immediate opportunity either to remedy deficiencies or to substitute the supply.

## 13. WARRANTY

WILD hereby warrants exclusively the assured qualities of the supply. WILD herewith expressly disclaims any other warranty. Assured qualities shall exclusively be those expressly described as such in the order confirmation of WILD and/or as agreed upon by the contractual parties by written agreement mutually signed. In any event, the Technical details provided on the part of WILD are based upon theoretical considerations and research results obtained under laboratory conditions. Such are to be checked by the customer under field experienced conditions. Also as regards Engineering and Technical consultancy services provided on the part of WILD, WILD hereby only warrants the qualities according to section 13, para. 1. WILD disclaims any warranty as to the suitability of the supply with regard to application and manner or place of use. In case WILD alters the supply according to specific needs of customer, WILD disclaims any warranty whatsoever with regard to the herewith altered product qualities.

The guarantee period amounts to six months. The guarantee period shall start when the supply leaves the works and/or the warehouse, or upon carrying through of the acceptance test, should such acceptance test have been agreed upon, or upon completion of production or assembly in case WILD has agreed to carry out such work. Should delivery or acceptance of the supply or production and assembly respectively have been delayed for reasons beyond WILD's control, the guarantee period shall end not later than twelve months after WILD's notification that the supply is ready for dispatch. For replaced or repaired parts, the guarantee period starts anew and shall run for six months after replacement or completion of the repair, but no longer than the expire of a period of twelve months after the commencement of the guarantee period under the foregoing section 13, para 2.

WILD disclaims any warranty for the following cases: deficiencies and/or loss or damage which cannot be proved to have their origin in poor material, faulty

design or poor workmanship, e.g. those resulting from normal use, chemical or electrolytic influences, production or assembly not carried through by WILD, improper handling, noncompliance with operating instructions, use beyond the operating conditions as approved in writing on the part of WILD, types of application or application areas beyond supplier's standards, incorrect operation, alterations or repairs made to the products supplied without the express approval of WILD, excessive usage, unsuitable material and other incorrect behaviour by customer as well as any damages due to acts by third parties, force majeure or other reasons beyond WILD's control.

WILD disclaims any warranty in case customer fails to immediately report deficiencies to WILD in writing, if the customer provides WILD no opportunity to have the reported deficiencies inspected by its own personnel or by experts of choice, if the customer fails to take immediate and suitable measures to reduce loss or damage upon the occurrence of deficiencies or if the customer fails to give WILD an immediate opportunity to remedy deficiencies.

In the case of the supply of goods and/or services by subcontractors, which are prescribed by the customer, WILD shall only be liable to the extent of the respective subcontractor's obligations.

Customer's right regarding deficiencies shall be limited - at WILD's discretion - to remedy free of charge, replacement supply free of charge, or appropriate price reductions. WILD disclaims any further obligations and liability. Any transportation charges, production or assembly, travelling, board and lodging expenses related thereto, shall be for the account of the customer. Should defective parts not be repairable or replaceable for reasons beyond WILD's control, all addition charges resulting therefrom shall be for the account of the customer. Replaced parts shall become the property of WILD.

For any replacement of supply, the warranty shall be limited though to 6 month after commencement of the guarantee period as defined in the above section 13, para. 2.

#### 14. LIABILITIES / INDEMNITIES

In case of loss or damage directly attributable to deficient supply on the part of WILD, WILD shall be liable according to the statutory provisions. WILD disclaims any liability for loss of or damage to assets not directly attributable to personal injury or property damage. WILD disclaims any further liability if not otherwise provided

for by stringent law. WILD disclaims in particular any liability for consequential loss or damage as a result of interruption of use.

With regard to production and assembly, doesn't matter if done by WILD itself or by a contractual or non-contractual substitute, WILD shall only be liable for unlawful intent or gross negligence.

Where - in connection with the supply - any set points and parameters are determined ex works, such determination is made at WILD's discretion. WILD herewith disclaims any liability related thereto.

WILD is aware of the fact that the products supplied might be utilised or applied by third parties. In case a product deficiency is not WILD's or its subcontractor sole responsibility, the customer (whether or not negligent) shall support WILD in defending claims from any third parties to the best of his ability, at his own expense, and shall indemnify WILD on first demand.

#### 15. CANCELLATION OF CONTRACTS BY WILD

The contracts shall be appropriately assisted, in case unforeseen circumstance considerably alter the economic and commercial significance or the content of the supply or exercise considerable influence on the working activities of WILD, esp. but no limited to cases of a subsequent impossibility of the execution of the order. Provided such adjustment is economically and commercially not justified, WILD shall have the right to cancel a contract or individual parts thereof thus affected. Should WILD seek to exercise its right to cancel a contract, it advises the customer accordingly as soon as the extent of the respective occurrence is known. In case of cancellation of a contract, WILD shall be reimbursed for already consigned supply.

#### 16. WILD'S RIGHT TO RECOURSE

Should WILD become liable for loss or damage related to personal injury or property damage due to acts or omissions by the customer or its associated, WILD has the unlimited right to recourse on customer.

#### 17. REFERENCE VALUE IN SWISS FRANCS

Despite the fact, that the local currency of customer will be converted into CHF (Swiss Francs), the customer shall not be entitled to cancel or to alter unilaterally any of its contractual obligations towards WILD. All contracts entered into by WILD and customer, continue to run as

previously.

#### 18. APPLICABLE LAW

These terms and conditions as well as the entire legal relationship between the contractual parties shall be subject to the rules of Swiss Law. The (non-peremptory) conflict of laws provision and the UN sales law, United Nations Convention on Contracts for the International Sale of Goods (the Vienna Rights of Purchase and Sale) dated 11th April 1980, shall be excluded.

#### 19. VENUE

Venue for all disputes arising between the contractual parties shall be the registered domicile of WILD. WILD shall be entitled though to sue customer in any other competent court.

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