

General Terms and Conditions of Sale



- Scope:** The Ivers-Lee AG General Terms and Conditions of Sale and Delivery (T&Cs) shall apply on an exclusive basis; any Client T&Cs that contradict or differ from these T&Cs shall not be recognised by Ivers-Lee AG unless agreement to their validity has been provided expressly and in writing. These T&Cs shall still apply, even if we carry out the delivery to the Client without reservation, in the knowledge of Client T&Cs that contradict or differ from these T&Cs.
- Any **agreements** made between us and the Client for the purpose of executing the contract shall be set down in writing in the said contract.
- In the absence of any other agreements, **quotations** shall remain valid for 3 months. Awarded orders shall only be deemed to have been accepted once a confirmation of order has been issued in writing. This shall be authoritative for the scope and for the execution of the delivery. A surcharge shall be imposed for urgent work if these require re-organisation of existing arrangements.
- Prices** shall be valid for deliveries ex works, exclusive of packaging, payable within 15 days of the date of invoice, strictly net, exclusive of discount, unless otherwise agreed in writing.
- Delivery periods** shall be non-binding. If the delivery period has been explicitly agreed in writing to be binding, it shall be deemed to have been fulfilled if the goods are ready for forwarding at the works of Ivers-Lee AG. The Client shall not be entitled to withdraw from the contract, cancel orders already awarded or assert claims for compensation for any damages in the event of any delay in delivery, regardless of the reason. Deadlines agreed for the incoming delivery of the supplied goods (the customer's goods) must be respected without fail. In the event of any delay in delivery, Ivers-Lee AG will be forced to release the reserved production capacity for use elsewhere.
- Deliveries** shall be made ex works, unless otherwise agreed in writing. Any freight or packaging costs incurred as a result of deliveries in advance, or partial consignments to several recipients, as requested by the Client, shall be subject to invoice.
- Liability and insurance:** Customer's goods of all descriptions shall be insured by the Client. This requirement shall apply to transportation to and from the works, and to the storage of the customer's goods by Ivers-Lee AG.
- Packaging:** The cost of cartons, boxes, cases, etc. shall be invoiced. Cartons and boxes are single-use packaging items, which Ivers-Lee AG cannot take back or reimburse. In the event of delivery by weight, gross for net shall apply.
Pallets: For reasons of safety and hygiene, all goods shall be shipped on new and unused standard single-use pallets with IPPC-Logo Type ISPM 15. Special pallets shall be used by request from the customer. The cost of the pallets shall be invoiced.
- The right shall be reserved to deliver an **increase or a reduction** in quantity of up to 10% compared with the quantity quoted in the confirmation of order. This shall apply with regard to the final overall quantity as well as to the individual partial deliveries. Equally, minor unavoidable deviations in packaging materials and printing (shade, weight per m², strength characteristics) shall be allowed in all cases, as long as they do not exceed the customary amount.
- Author corrections:** Retrospective changes to the text, rearrangements of the final composition, alterations of font or configuration, etc. shall be subject to separate invoice, in accordance with the time required for execution. No liability shall be accepted for the correct execution of orders or corrections transmitted by telephone. The Client shall bear sole responsibility for the statutory conformity of the text.
- Any **defects or complaints** discernible at the properly conducted inspection of incoming goods shall be registered by the Client in writing within 8 days of receipt of the consignment, otherwise the delivery shall be deemed to have been approved. Any claims under guarantee for defects that were indiscernible, in spite of a properly conducted inspection of incoming goods, shall lapse at the end of 12 months from receipt of the delivery. The Client shall not in any event be entitled to retain payments or effect deductions from the invoice. Any deliveries subject to complaint shall be retained unaltered and shall only be returned in accordance with specific instructions from Ivers-Lee AG. Should the recipient refuse to accept the goods without valid reason, that recipient shall be fully and entirely liable for any resulting consequences or damages. In the event that complaints can be proved to be the fault of Ivers-Lee AG (number of packages, filling weight, etc.), only the packaging (wrapping material and assembly) shall be replaced free of charge in exchange for the return of the goods that were subject to complaint. All other claims shall be expressly excluded. This exclusion of liability shall not apply in the event of unlawful intent or gross negligence, but it shall also apply to unlawful intent or gross negligence on the part of ancillary personnel.
- Residual material:** Ivers-Lee AG purchases materials such that it shall be able to pack 105% of the bulk goods covered by the corresponding order. Any residual material remaining after specific orders have been processed shall be invoiced to the Client after a period of 90 days has expired, unless a further order has been awarded for which the residual packaging materials can be used. This provision shall also apply to volumes of materials that are found to be significantly greater than the required quantity because of minimum order sizes imposed by the suppliers. If the Client fails to retrieve the invoiced material, it shall be destroyed at the end of another 30 days without further advance notice.
- The Client shall not acquire any rights of any kind (e.g. ownership) to **tools, drawings, print cylinders, printing plates**, etc. through the payment of a portion of the costs for the same. They shall remain in the ownership of Ivers-Lee AG in all cases.

14. **Weight and volume tolerances:** In the absence of any specific annotation on the confirmation of order, the tolerances contained in the declaration ordinance (Swiss Deklarationsverordnung) shall be binding. A consistency of +/- 3% in the specific weight per batch shall be taken as a precondition.
15. No responsibility can be accepted for the **suitability of the packaging materials** (wrapping material, cardboard packaging, etc.) or the type of packaging used for a particular filling material. Ivers-Lee AG shall simply deliver in conformity with the sample.
16. **Incoming delivery and storage of third-party materials (customer's goods):** Incoming delivery of the product and any ingredients shall be undertaken on a duty paid basis and shall be notified to us 3 days in advance. Ivers-Lee AG shall store filling materials, packaging materials, semi and fully finished products, etc. on behalf of the Client free of charge for a maximum of 30 days, though this shall be at the risk of the Client.
17. **Sampling:** Manually-prepared samples shall be provided to you by us at extra cost.
18. **Special precautionary measures:** If a product requires special handling, storage or processing measures, either because of its own characteristics or in relation to human beings and the environment, the supplier must notify us of that fact without the need for a special request to do so. The Client shall only provide us with such products as have been cleared and are not under quarantine.
19. **Establishment of responsibility in writing:** In the case of pharmaceutical preparations in particular, the Parties shall be governed by a mutual written agreement on the limitations of responsibility.
20. Any **supplementary costs** that may arise in association with the order but were not included in the quotation shall be declared and invoiced separately.
21. **Quality control:** In the absence of a specific written agreement, Ivers-Lee AG quality control shall be authoritative.
22. **Creditworthiness:** The absolute creditworthiness of the Client shall be a pre-requirement for the acceptance and execution of any order. If any doubt about the creditworthiness, liquidity, etc. of the Client should arise on the part of Ivers-Lee AG after the contract has been concluded, Ivers-Lee AG shall be entitled to withdraw from the execution of the order without giving rise to the possibility of any claims being asserted by the Client. A poor level of creditworthiness shall automatically apply if the Client fails to settle a payable invoice on time, despite a reminder notice.
23. Any **unforeseen complications** (e.g. of a commercial or military nature or as a result of force majeure), such that we are compelled to adjust production and delivery in order to deal with the change in circumstances, shall release us from the obligation into which we have entered and any liability for damages. The same provision shall also apply to the incoming delivery of any customer's goods (filling materials, packaging materials, etc.) that should reveal a technical specification deviating from the confirmation of order or sampling.
24. **Delay in payment:** Default interest shall be owed in accordance with the Swiss Code of Obligations (the "OR") from the time the delay begins. If a payment should be delayed, we shall have the right to withdraw from the duty to deliver into which we have entered and from the other provisions of the contract. Should the Client fail to adhere to the established Terms and Conditions of Contract or of Payment, or should the Client be unable to pay, Ivers-Lee AG shall be entitled to suspend any lines of credit that may have been granted and to demand immediate payment, without any regard to the original expiry date.
25. **Reservation of ownership:** The objects of the deliveries shall remain in the ownership of Ivers-Lee AG up to the fulfilment of all claims due to Ivers-Lee AG against the Client and arising from the business relationship.
26. **Exclusion of any further liability:** All instances of contractual violations and their legal consequences and all claims made by the Client, regardless of the legal grounds upon which they are asserted, are definitively governed by these T&Cs. In the event that claims made by the Client should arise from or in connection with the contract or the failure for it to be properly fulfilled, the total value of these claims shall be limited to the price paid by the Client. In particular, however, any claims to compensation for damages, impairment or annulment of the contract or withdrawal from the contract shall be excluded. In no event shall the Client be entitled to compensation for damages not affecting the goods themselves, e.g. loss of production, loss of use, loss of orders, recall costs, loss of profit or other direct or indirect losses. Liability shall also be excluded for any claims made by third parties, and asserted against the Client on the grounds of the violation of intellectual property rights. This exclusion of liability on the part of Ivers-Lee shall not apply in the event of unlawful intent or gross negligence, but it shall apply to ancillary personnel. In addition, this exclusion of liability shall not apply if it is contradicted by mandatory law.
27. The **place of fulfilment** and **court of jurisdiction** shall be 3400 Burgdorf, Switzerland.
28. **Substantive Swiss law** shall apply.