

General Terms and Conditions (T&Cs)

1. Scope of application

These General Terms and Conditions (hereinafter "T&Cs") of Patiswiss AG (hereinafter "Patiswiss") are valid for all sales, deliveries and services of Patiswiss to the Customer (hereinafter "Customer"), unless they are amended, supplemented or declared inapplicable in a separate written agreement reached by mutual consent.

By using Patiswiss' offers and services, the Customer accepts the following terms and conditions in full in unamended form.

Patiswiss reserves the right to change the T&Cs. The version of the T&Cs that is valid at the time of placing an order shall always prevail.

2. Offers/quotations

The offers/quotations of Patiswiss are generally non-binding. Prices and product ranges are subject to change at any time.

3. Orders

Individual orders must include clear specifications for all aspects of their execution. The Customer is responsible for the clarity and wording of its orders. Patiswiss is entitled to set minimum order quantities, depending on the type of order.

4. Conclusion of contract, scope of services

The contract is deemed to have been concluded upon Patiswiss confirming the order in writing.

The nature and scope of the services provided by Patiswiss are conclusively defined in the order confirmation. Services not included must be agreed upon and invoiced separately.

The color and consistency of the ordered products may change slightly during manufacturing and storage. Such variations are still considered to be compliant with the contract if they do not affect essential characteristics of the products.

For custom manufacturing orders, under- or overproduction by +/- 5% is still considered to be compliant with the contract and may be invoiced accordingly with the Customer's consent.

5. Delivery periods

The specified delivery periods run from the date of the order confirmation until the point at which the ordered goods are ready for dispatch, unless separately agreed otherwise.

The delivery periods will be extended accordingly if

- a) details that are needed to perform the contract are not received in full and/or on time by Patiswiss, or if the Customer subsequently changes these details and thereby causes the manufacturing process to be extended;
- b) if there are any unforeseen hindrances that Patiswiss cannot avoid despite exercising due care. In particular, such hindrances include significant operational disruptions, accidents, labor disputes, delayed or incorrect delivery of required raw materials and semi-finished products, regulatory restrictions, natural disasters, and other cases of force majeure;
- c) if the Customer or third parties are behind schedule with their respective tasks, deliveries, etc., or are in breach of their contractual obligations, particularly if the Customer does not adhere to the payment terms.

In these cases, failure to adhere to the delivery periods shall not entitle the Customer to claim compensation or rescind the contract.

6. Prices

The payment currency is the same as the invoice currency. Patiswiss expressly reserves the right to change the prices specified in its offers/quotations and order confirmations at any time due to changes in production costs and/or market conditions.

Prices are quoted ex works and do not include shipping costs and VAT. All ancillary costs, particularly the cost of issuing certificates, laboratory fees, insurance, taxes, levies, duties, and fees for permits or other certifications, shall be borne by the Customer, unless separately agreed otherwise.

7. Payment terms

Payments must be made in the invoiced currency without any deductions, using the method and details indicated on the invoice. The payment obligation is fulfilled once Patiswiss can freely dispose of the corresponding amount.

If no special payment terms are agreed between Patiswiss and the Customer, invoices will be issued at the time of delivery and are payable within 30 days from that date. Special payment terms may be agreed for new customers.

If the payment deadline is missed, consequences for late payment are automatically triggered. From this point forward, the Customer will be charged late-payment interest at a rate of 8% p.a., as well as any reminder and collection fees. Patiswiss expressly reserves the right to claim damages for further losses and to rescind the contract if the payment is still not made within a reasonable grace period.

8. Partial deliveries

The Customer is obliged to accept partial deliveries.

9. Transfer of title and risk

- a) The title and risk for the products to be delivered will generally transfer to the Customer upon handover or delivery.
- b) For export deliveries or in the case of self-collection by the Customer, the title and risk for the products to be delivered will transfer to the Customer upon them leaving Patiswiss's factory.

10. Inspection of products, notification of defects

The Customer must inspect the delivered products immediately upon receipt and notify Patiswiss of any defects in writing within five days after receiving the products, unless separately agreed otherwise.

11. Warranty

The warranty period offered by Patiswiss starts upon delivery of the products and runs until the best-before date printed on the product, unless the Customer can prove that the storage instructions (e.g. on the label) were adhered to at all times. The warranty covers all defects that can be proven to be attributable to faulty materials or production errors. In all cases, it is limited to either replacing the goods or issuing a credit for the corresponding value of the defective goods, to be chosen at Patiswiss's discretion.

Patiswiss shall not be liable for damage or loss arising directly or indirectly from the delivered products themselves, their use, or any defects to them. In particular, Patiswiss accepts no liability for consequential damage or loss, especially production downtime, etc., nor for any other damage or loss, including but not limited to lost profits or damage caused by combining.

12. Severability clause

Should individual provisions of these T&Cs be invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall automatically be replaced with a valid and enforceable provision that most closely corresponds to the commercial objective of the invalid or unenforceable provision.

13. Amendments and additions

Amendments to these T&Cs or to any declarations that become necessary in connection with these T&Cs must be made in writing.

For translations and related questions of interpretation, the German text shall always serve as the basis.

14. Applicable law, place of jurisdiction

In all cases, the legal relationship between Patiswiss and the Customer is subject to Swiss law. The place of jurisdiction is either the place where Patiswiss has its registered address or where the Customer has its registered address, to be chosen at Patiswiss's discretion.

Version: January 2024