

General Terms and Conditions of Jowat Swiss AG

Preamble

The present General Terms and Conditions (GTC) govern the legal framework for the relationship between Jowat Swiss AG (hereinafter referred to as Supplier) and its customer (hereinafter referred to as Buyer).

1. Conclusion of the Contract

The goods to be supplied are defined and agreed upon exclusively in the contract. Any further information, e.g. in the online shop or on the Jowat Swiss AG website, is intended only as background information for the Buyer. This information shall not become part of the contract unless mandated by law. A contract shall be deemed concluded only after the Supplier has confirmed the Buyer's purchase order in writing. **In deviation from line 3, the following shall apply for orders via the online shop:**

The representation of the product range on www.jowat.ch does not constitute an offer for the conclusion of a purchase contract with the Buyer. It is non-binding.

The submission of a purchase order by the Buyer to the Supplier via Internet or e-mail constitutes an offer for the conclusion of a purchase contract with him. The Buyer will receive confirmation of receipt of the purchase order (order confirmation) as quickly as possible. This confirmation does not constitute an acceptance of the offer and merely informs the Buyer that the purchase order has been received by the Supplier. The Supplier will inform the Buyer separately, if necessary, of possible errors in the information about the product range on the website and will make a corresponding alternative offer.

The contract with the Supplier shall be deemed concluded as soon as the Supplier explicitly accepts the offer by sending the Buyer a corresponding sales confirmation or implicitly by delivering the ordered goods. In the event of an order acceptance by e-mail, the sales confirmation will be sent as a PDF file attached to the e-mail. This procedure is used for automatic internal storage of the sales confirmation at Jowat Swiss AG.

The purchase order is accepted subject to the legal admissibility and availability of the ordered goods. If the Supplier cannot accept the Buyer's offer, the Buyer will be informed of the non-availability instead of receiving confirmation of the acceptance of the order. With the placement of the order, the Buyer acknowledges these General Terms and Conditions and they become an integral part of the purchase contract. These General Terms and Conditions shall apply exclusively to all contracts for the supply of goods to a Buyer. No contradictory Buyer-specific clauses, other provisions and/or conditions, in particular general terms and conditions of the Buyer, shall become the subject of a contract unless the Supplier expressly agrees to them in writing. Subsequent amendments shall only be valid with the written approval of the Supplier. Specimens shall be regarded as representing a non-binding average form of the goods.

2. Registering in the online shop

To use the online shop, it is necessary to first register online at shop.jowat.ch and agree to these T&C as well as the supplier's privacy policy, to which we hereby refer. Multiple registrations using different names or addresses are prohibited. After successful completion of the registration process, the buyer will be authorised to use the system by the supplier. This enables the buyer to conveniently log in to the online shop with their user name and password during future visits, and to place orders on account without being required to supply their address for each order. There is no legal entitlement to use the online shop. Rules on password protection: please use suitable passwords (no obvious or common words or numbers). Ideally, a combination of letters and numbers should be used. We recommend logging out after each visit to our online shop and changing the password at regular intervals to prevent unauthorised use of the account. The buyer is responsible for keeping the password safe. Jowat Swiss AG accepts no liability in this regard.

The supplier may withdraw the permission granted to the buyer to use the online shop at any time without being required to provide a reason. In this case, the supplier shall be entitled to immediately block and delete the user name and the corresponding password.

3. Prices

Unless otherwise agreed in writing, the prices are to be understood in Swiss francs, excluding packaging, ex-works Buchrain, Switzerland, in accordance with Incoterms 2010. The prices are based on the applicable factors/tariffs valid at the time of the conclusion of the contract (exchange rate for foreign currencies, raw material prices, wages, freight, customs duties and other tariffs). Prices indicated in quotations are valid for a maximum of 2 (two) months from the date of the quotation. Should any factors/tariffs change significantly to the detriment of the Supplier (> +5%), e.g. as a result of official measures or rising raw material prices, the Supplier shall be entitled to a reasonable adjustment of the prices within the bounds of the applicable legal provisions. All packaging materials whose value is not included in the price of the goods are the property of the Supplier and shall be regarded as having been loaned to the Buyer. The Supplier will charge a deposit for such materials. The packaging must be emptied as quickly as possible and returned to the Supplier carriage paid. After receipt of the materials in good condition, the deposit will be refunded to the Buyer's packaging account.

4. Retention of Title

The goods delivered remain the property of the Supplier and their return can be demanded at any time by the Supplier – at the expense of the Buyer – as long as the purchase price has not been paid in full. The Buyer will provide all documents and comply with all necessary measures in accordance with the applicable laws to protect the rights of the Supplier in accordance with this provision. Should the right of retention of title be legally ineffective in the Buyer's country, the Buyer shall provide other equivalent securities at Supplier's request.

5. Delivery

Unless otherwise agreed in writing, delivery dates and/or delivery times are not binding. All information on availability, shipping or delivery of a product in the online shop constitutes only estimated information and approximate indicative values. Should the Supplier discover during the processing of the purchase order that the products ordered by the Buyer are not available, the Buyer will be informed accordingly by separate e-mail. Line 1 applies also to the representation in the online shop. In the event of delays in the delivery, the Supplier shall be in default only after a written reminder by the Buyer setting a reasonable grace period. The Supplier shall not be liable for any delays or poor/non-fulfilment attributable to causes beyond the Supplier's control and which were not foreseeable at the time of conclusion of the contract, such as – but not limited to – natural catastrophes, strikes, lockouts, shortages of energy or raw materials, transport disruptions, official measures, delays by sub-suppliers as well as circumstances which make the fulfilment of the contract financially unviable for the foreseeable future. Such circumstances shall relieve the Supplier of his delivery obligations for the duration of such circumstances, including their after-effects, without the Supplier incurring subsequent delivery commitments. The Supplier shall inform the Buyer of such circumstances immediately on their occurrence. Such circumstances shall entitle the Supplier to terminate the contract in whole or in part without entitling the Buyer to claims for damages and/or restitution.

6. Warranty

The Supplier warrants to the Buyer that the goods delivered under this contract are delivered in accordance with the product description (specification), whereby the warranty shall apply only to first-quality goods and not to second-grade goods or special items. The Supplier reserves the right to modify components of the products, and hence the formulation, should this be necessary for reasons beyond the control of the Supplier, such as – but not limited to – individual components no longer being produced or significant price changes for individual components which make the products uneconomical. Modifications to certified products shall only be made in accordance with the conditions laid down by the certification institute. The warranty period shall be 12 (twelve) weeks from the date of delivery (hereinafter referred to as "Warranty Period") on condition that the goods are stored and employed in accordance with normal industrial standards and conditions. The Buyer must inspect the goods on delivery. The Buyer must notify the Supplier in writing within 7 (seven) days of delivery of all faults that can be discovered during a normal inspection of the goods delivered to the Buyer by the Supplier, otherwise the goods shall be deemed to have been accepted by the Buyer. All other faults must be reported within 7 (seven) days of their discovery, but within

the Warranty Period. The only and exclusive liability of the Supplier shall be to make good any short delivery (> -10%) in the delivered goods and furthermore, at the sole discretion and review of the Supplier, to take back or replace the goods or to grant the Buyer a price reduction as long as the fault is not attributable to the Buyer. In all cases the Buyer may return the goods to the Supplier only with the approval of the Supplier. If the Buyer fails to report faults within 7 (seven) days of delivery – whereby any hidden defects must be reported within 7 (seven) days of their discovery, but in all cases within the Warranty Period – the goods shall be deemed to have been accepted by the Buyer.

If the goods are replaced, the absolute Warranty Period shall extend to a maximum of 8 (eight) weeks from the date of the original delivery. The above-mentioned explicit warranties are not transferrable and shall be regarded as being in lieu of any other warranty with respect to the goods delivered under this contract. The Supplier grants no other warranty, either express or implicit. In all cases the goods shall be deemed to be in accordance with the contract, despite minor deviations in appearance, properties and specification due to raw material or manufacturing characteristics or minor changes in the formulation.

7. Terms of Delivery

Unless otherwise agreed in writing, delivery shall be made ex works Buchrain, Switzerland, in accordance with Incoterms 2010. Should the delivery be delayed or prevented for reasons beyond the control of the Supplier, the goods will be stored at the cost and risk of the Buyer.

8. Weights

All agreed quantities and weights shall be understood as allowing for a tolerance of +/- 10%. If official weighing of the goods is not demanded, the weight determined by the Supplier shall be taken as the basis for the price calculation.

9. Default of the Buyer

Should the Buyer be in default with his obligations, the Supplier shall be entitled to charge interest at a rate of 5% (this interest rate shall apply both before and after a court ruling or judgment in favour of the Supplier with respect to the outstanding payment balance), to suspend further deliveries – including those in transit – and to cancel any periods for payment or periods of grace granted in respect of payment for past deliveries. Should there be any doubt with regard to the Buyer's solvency, in particular in the event of delays in payment by the Buyer, the Supplier shall be entitled to make further deliveries dependent on advance payments, deposits or bank securities acceptable to the Supplier. Should the Buyer be in default, the Supplier shall furthermore be entitled to terminate the contract with immediate effect without any further notification or further obligations of any kind.

10. Advice

The Supplier can provide the Buyer with application engineering advisory services free of charge. This information is provided to the best of the Supplier's knowledge and belief and is based on research work, on results in practice and on studies carried out in the Supplier's works. All data and information (such as guarantees of properties) provided to the Buyer by the Seller with regard to the suitability and use of the goods is given without any warranty, is non-binding and does not relieve the Buyer of the obligation to carry out his own tests and trials. The Buyer must carry out his own test gluing in all cases. In particular, due to the wide variety of materials and the fact that the Supplier has no influence on the processing of these materials, the information provided by the advisory service in instructions, on labels, etc. cannot be regarded as an assurance of properties. This applies also to all product and property information in the online shop. The use of the adhesive is the sole responsibility of the Buyer. The Buyer is responsible for compliance with statutory regulations and directives on the use of the Supplier's goods and with the instructions given by the Supplier.

11. Liability

Notwithstanding contrary provisions in the contract, in the General Terms and Conditions and insofar as permissible by law, the Supplier shall be liable for damage caused in conjunction with the contract only on proof of gross negligence or unlawful intent. The total liability shall be limited to the purchase price of the contract; in particular the Supplier assumes no liability for indirect or consequential damages such as, but not limited to, loss of earnings, loss of profits, loss of use, loss of capital, loss of production or costs associated with interruptions in operation. Invoices for delivered goods can only be offset against claims associated with undisputed complaints. The Supplier assumes no liability for damages arising out of the use of the adhesive by the Buyer or for any associated consequential damages such as the removal and subsequent reinstallation of items glued by the Buyer.

12. Severability Clause

Should any provision of the contract or its applicability to individual persons or circumstances prove to be invalid or unenforceable, this shall not affect the remaining provisions of the contract and their application to other persons or circumstances except those considered invalid or unenforceable. The parties will then replace the invalid or unenforceable provision with a valid and enforceable provision coming as close as legally possible to the economic intention of the original invalid or unenforceable provision.

13. Place of Fulfilment, Venue, Applicable Law

The place of jurisdiction for all disputes arising out of or in connection with this contract shall lie with the competent courts at the place of the Supplier. This contract shall be subject to Swiss law, without regard to the principles of conflict of laws, and to the exclusion of the United Nations Convention on Contracts on the International Sale of Goods (CISG).

The version General Terms and Condition of the Jowat Swiss AG dated June 2018.



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