

TERMS OF SALE AND DELIVERY FOR CONTRACT PROCESSING

1. GENERAL INFORMATION

1.1 These terms and conditions are binding if they are declared applicable in the offer or order confirmation. Any other terms and conditions of the customer shall only be valid if they have been expressly accepted by Eposint in writing.

1.2 Only the written order confirmation is binding. If Eposint does not issue an order confirmation, the invoice is also deemed to be the order confirmation.

1.3 All agreements and legally relevant declarations of the contracting parties must be made in writing in order to be valid.

1.4 Should any provision of these Terms and Conditions of Quotation and Delivery prove to be wholly or partially invalid, this shall not affect the validity of the remaining provisions of these Terms and Conditions of Quotation and Delivery. The contracting parties shall replace this provision with a new agreement that comes as close as possible to its legal and economic purpose.

2. PLACING AN ORDER

The order must contain all information important to Eposint, such as article designation, quantity, dimensions, material number, any pretreatments and regulations regarding coating surfaces. Changes in the material composition and any pre-treatment must be communicated to Eposint in good time. Eposint is entitled to obtain from the customer any additional information that appears necessary for the proper treatment of the goods.

3. SCOPE OF SERVICES

Eposint's services are exhaustively listed in the order confirmation. Services that are not included therein will be charged separately.

4. DELIVERY OF THE GOODS

On delivery, the customer must state the quantity, description and value of the goods on an accompanying document (delivery bill).

For all deliveries (except Liechtenstein and Switzerland), the following information is also required on a pro forma invoice: unit price and total value, number of packages, gross and net weight, country of origin of the goods, mode of transportation on delivery and desired mode of transportation for returns. The delivered goods must be in a coatable condition. Eposint reserves the right to return substrates that do not meet these requirements and to invoice the costs incurred.

5. LABELING OF THE GOODS

The customer shall mark the goods to be delivered in a suitable manner.

6. INCOMING GOODS INSPECTION

The goods to be coated will only be inspected summarily and without obligation and compared with the order placement; there is no obligation to inspect the goods. If the customer requests an incoming goods inspection from Eposint and if Eposint agrees to do so, the inspection shall be limited to the inspection of the individual items and the recording and reporting back of any defects found; this additional work shall be invoiced accordingly.

7. TECHNICAL DOCUMENTATION

7.1 Brochures and catalogs are not binding unless otherwise agreed. Details in technical documents are only binding if they are expressly guaranteed.

7.2 Eposint reserves all rights to the technical documents that it has handed over to the customer. Without the prior written authorization of Eposint, these documents may neither be made accessible to third parties in whole or in part or used for purposes other than those for which they were handed over to the customer.

8. PRICES

8.1 Prices are quoted net, ex works in accordance with INCOTERMS 2000, excluding VAT and packaging, payable in freely available Swiss francs without any deductions. All types of taxes, duties, fees, customs duties and the like which are levied in connection with the contract shall be borne by Customer or reimbursed by Eposint against appropriate proof if Eposint has become liable to pay them.

8.2 An appropriate price adjustment shall be made if - changes occur in the coating material or in the processing of the goods because the information and documents supplied by the customer did not correspond to the actual conditions or were incomplete, or - the nature or scope of the services contained in the order confirmation have changed. If the need for such additional services (e.g. special pre-treatments or special retentions) arises before the start of coating, Eposint shall inform the customer of the additional price before the start of coating.

9. TERMS OF PAYMENT

9.1 Payments are to be made in accordance with the conditions on the order confirmation or invoice. The payment obligation applies shall be deemed fulfilled when the entire agreed delivery price has been paid to Eposint in actual Swiss francs.

9.2 No interest is paid on advance payments.

9.3 The agreed payment dates shall remain in force even if delays in delivery occur through no fault of Eposint.

TERMS OF SALE AND DELIVERY FOR CONTRACT PROCESSING

9.4 If the customer does not comply with the agreed terms of payment, interest on arrears will be charged without special reminder, the amount of which is based on the cost of raising capital in the customer's country, but at least 5% per annum.

9.5 The retention or reduction of payments due to complaints, disputes or not expressly recognized claims of the customer is not permitted. Offsetting against counterclaims of the customer is only permissible on the basis of a special written agreement.

10. RIGHT OF RETENTION

10.1 If the customer does not comply with the terms of payment, Eposint reserves the right to assert the right of retention to the goods still in its possession, in process or finished, until the complete fulfillment of its claims from the corresponding order.

10.2 The customer bears the risk of damage or loss of the goods in retention. Eposint is not obliged to take out insurance.

10.3 If the customer does not settle the claims due within 90 days, Eposint is entitled to sell the goods subject to retention of title by private treaty after notifying the customer.

11. DELIVERY TIME

11.1 The delivery period begins as soon as Eposint is in possession of the goods and the corresponding complete information in accordance with Section 2.

11.2 The acceptance of orders with a prescribed delivery period shall not be deemed to be a promise of the delivery period.

11.3 The delivery period shall be extended appropriately if obstacles occur which Eposint cannot avert despite exercising due care, regardless of whether they occur at Eposint, at the customer or at a third party. As soon as the circumstance preventing delivery no longer exists, the delivery date will be redefined in writing.

11.4 If expressly agreed in writing at the time the order is placed, the Customer shall be entitled to claim compensation for delayed deliveries to the extent that the delay was demonstrably caused by Eposint and the Customer can prove damage as a result of this delay.

11.5 The customer has no rights and claims due to delayed deliveries other than those expressly stated in this clause 11, in particular he has no right to withdraw from the contract. This limitation shall not apply in the event of unlawful intent or gross negligence on the part of Eposint, but shall apply in the event of unlawful intent or gross negligence on the part of auxiliary persons.

12. PACKAGING

If the delivered packaging can no longer be used for the return transport, the packaging provided by Eposint will be charged to the customer.

13. TRANSFER OF BENEFIT AND RISK

13.1 Benefit and risk shall pass to the customer at the latest upon dispatch of the coated goods ex works.

13.2 If shipment is delayed at the request of the Customer or for other reasons for which Eposint is not responsible, the risk shall pass to the Customer at the time originally intended for delivery ex works. From this time onwards, the goods shall be stored and insured at the expense and risk of the Customer.

14. SHIPPING, TRANSPORTATION AND INSURANCE

14.1 Special requests regarding shipment, transportation and transport insurance must be made in good time. Transportation shall be at the expense and risk of the customer. Complaints in connection with the shipment or transportation must be addressed by the customer to the last carrier immediately upon receipt of the deliveries or the freight documents.

14.2 Insurance against damage of any kind is the responsibility of the customer.

15. INSPECTION AND ACCEPTANCE OF THE COATED GOODS

15.1 Eposint shall inspect the coated goods prior to shipment to the extent customary. If the customer requests further inspections, these must be agreed separately and paid for by the customer.

15.2 Goods that are delivered and have passed the inspection as good are not specially marked by the packaging. The coating service is invoiced for these goods.

15.3 Goods that are delivered and have a defective coating within the functional area are marked with red stickers. The coating service is not invoiced for these goods.

15.4 Complaints must be substantiated by the customer, whereby the rejected goods must be presented to Eposint upon request.

Complaints must be made to Eposint as follows:

- immediately in the case of obvious defects, but no later than 4 weeks after delivery; - in the case of hidden defects, immediately after discovery, but no later than 6 months after delivery. If no complaint is made within this period, the coated goods shall be deemed to have been approved. Acceptance shall also be deemed to have taken place if the customer refuses acceptance without being entitled to do so.

15.5 The customer has no rights or claims for defects of any kind in coated goods other than those expressly stated in clause 16 [Liability for coating defects].

TERMS OF SALE AND DELIVERY FOR CONTRACT PROCESSING

16. LIABILITY FOR COATING DEFECTS

16.1 In the event of complaints asserted in accordance with Clause 15.4, the customer shall be entitled and Eposint shall have the right to rectify the goods if 50% of the layer thickness defined on the specific measuring point is not reached in the area of the functional surface and if the coating does not adhere to the functional surfaces, insofar as this is technically possible. The costs of rectification shall be borne in full by Eposint.

16.2 If reworking is not technically possible, Eposint shall reimburse the defective goods in whole or in part, insofar as they cannot be utilized normally, but at most at the coating value at the time of the complaint. If goods are further processed by the customer or third parties after coating, no compensation will be paid.

17 EXCLUSIONS FROM LIABILITY FOR COATING DEFECTS

17.1 Incorrect or inaccurate information in the order placement Eposint's liability is excluded for all differences and inaccuracies. Damage caused by late, incorrect, incomplete or inaccurate information or unsuitable treatment instructions in the order placement, which Eposint designates as unsuitable.

17.2 Defective goods

Furthermore, Eposint shall not be liable for damage caused by the unsuitable condition of the goods delivered, such as the presence of material defects, processing residues or other foreign bodies, manufacturing defects, improper heat treatment, rust stains, nondetachable residues, soldered joints, etc., as well as for the reduced corrosion resistance of stainless steels caused by the coating. For its part, the customer is liable to Eposint for any damage to Eposint's operating equipment caused by residues or other foreign bodies on the coating material.

17.3 Inaccurate labeling of the goods

Eposint accepts no liability for losses, delays in delivery, mix-ups etc. resulting from inaccurate labeling of the goods by the customer, carrier or customs office.

17.4 Storage damage

Eposint accepts no liability for any damage that may result from the storage of the goods (rust stains, etc.) despite the application of reasonable care.

17.5 Small errors

Eposint shall not be liable except in cases of willful misconduct or gross negligence
- for loss of quality, dimensional differences, changes in

surface roughness and damage when coating goods that have not been pretreated by Eposint;

- for isolated minor defects, damage or stains outside the functional area;

- for minor color deviations and the consistency of the color tone of delivered goods;

- for defects that are directly or indirectly attributable to the fact that unsuitable surface treatment methods were used by the customer for the goods delivered for coating.

17.6 Prescribed dimension

Eposint assumes no warranty for the maintenance of prescribed dimensions.

17.7 Exclusivity of warranty claims

The customer has no rights and claims due to coating defects other than those expressly mentioned in clause 16.

17.8 Liability for secondary obligations

Eposint shall only be liable for claims of the customer due to inadequate advice and the like or due to breach of any secondary obligations in the event of unlawful intent or gross negligence.

18. EXCLUSION OF FURTHER LIABILITIES

18.1 All claims of the customer other than those expressly stated in these terms and conditions, irrespective of the legal grounds The customer shall not be entitled to any claims for damages, reduction in price or withdrawal from the contract that are not expressly stated. Under no circumstances shall the customer be entitled to claim compensation for damage not caused to the coated goods themselves, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damage. These limitations do not apply to unlawful intent or gross negligence, but they do apply to unlawful intent or gross negligence on the part of auxiliary persons.

18.2 The customer indemnifies Eposint from all non-contractual claims of third parties arising from product liability. Recourse claims of the Customer against Eposint from the satisfaction of noncontractual claims of third parties arising from product liability are excluded.

19 APPLICABLE LAW

The legal relationship is subject to Swiss law.

EPOSINT

Technische Kunststoffbeschichtungen ■

Eposint AG

Alte Landstrasse 67

CH-8546 Islikon

www.eposint.ch

Ein Unternehmen der

ADELHELM
Unternehmensgruppe ■