

Scope of application

1. The following General Terms and Conditions apply exclusively to businesses (hereinafter referred to as "Purchaser"). They do not apply to consumers.
2. All orders are accepted and fulfilled subject to the following General Terms and Conditions of Dold AG (hereinafter referred to as "Supplier" or "Supplying Company"). By placing an order, making any other offer or accepting an offer made by the Supplier, the Purchaser accepts these General Terms and Conditions. The Purchaser's general terms and conditions or similar terms shall apply only if expressly accepted in writing by the Supplier.
3. Any additional oral agreements must be confirmed in writing in order to be binding on the Supplying Company.

Prices

4. The Supplier's price list in force at the relevant time shall apply. The Supplier reserves the right to revise the price list at any time. Prices are ex works and exclusive of the statutory taxes and levies applicable on the date of delivery (e.g. VAT, VOC, heavy vehicle charge [LSVA]).
5. The weights, unit counts and quantities determined by the Supplier shall be used for calculation purposes unless the Purchaser objects in writing without undue delay and, in any event, within 14 days of receipt.

Application technology consulting

6. Where the Supplier provides the Purchaser with application technology consulting, recommendations or information, it does so solely to the best of its knowledge. However, all such advice, recommendations and information are non-binding and are provided without any warranty or guarantee.

Such advice does not constitute a warranty as to specific properties, system approval, project approval or the performance of services under a contract for work and services, and in particular does not give rise to any liability for the outcome of the Purchaser's work or for any building or structure. Responsibility for the suitability of the goods for their intended purpose, their proper processing, compliance with generally accepted engineering practice and with applicable standards and regulations rests exclusively with the Purchaser.

7. Any information, advice and guidance provided by the Supplier regarding the suitability, application, processing or possible uses of the supplied goods shall not relieve the Purchaser of the need to conduct its own inspections, trials and investigations. Before using the goods, the Purchaser is required to check that they are suitable for the intended purpose, compatible with the substrate, coating system and environmental conditions, and that they conform to generally accepted engineering practice. This applies in particular where:

- thinners, hardeners, additives or other components not obtained from the Supplier are added to the goods;
- there is any deviation from the Supplier's technical documentation, processing instructions or coating systems;
- the goods are used in an area of application that is unknown to or not reasonably foreseeable by the Supplier.

If the Purchaser fails to carry out these checks or deviates from the Supplier's requirements or from generally accepted engineering practice, all warranty and liability claims shall be excluded to the extent permitted by law.

Delivery

8. The Purchaser shall collect the goods on the agreed delivery date.

If the Purchaser is in default in accepting the goods, the Supplier shall be entitled, at its discretion, to dispatch the goods at the Purchaser's expense.

9. Where, notwithstanding the foregoing, it has been agreed that the Supplier is required to dispatch the goods, transport shall be at the Purchaser's expense and, in the absence of instructions from the Purchaser, the Supplier shall determine the mode of transport and delivery route at its discretion. Risk in the goods shall pass to the Purchaser upon handover by the Supplier to the carrier.

10. Partial deliveries are permitted.

11. Delivery periods and delivery dates are non-binding unless the Supplier has expressly confirmed them as binding in writing. In the event of significant, unforeseeable operational disruptions beyond the Supplier's control, delays or failures in delivery by upstream suppliers or sub-suppliers, or interruptions to operations due to raw material, energy or labour shortages, strikes, lockouts, difficulties in securing transport, traffic disruptions, orders issued by public authorities or force majeure events affecting the Supplier or its sub-suppliers, the delivery period shall be extended by the duration of the impediment to performance.

Where such impediments cause delivery to be delayed by more than one month, both the Purchaser and the Supplier shall be entitled to withdraw from the contract in respect of the goods affected by the delivery disruption. Claims for damages shall be excluded in this case to the extent permitted by law. The Purchaser's statutory right to withdraw from the contract in the event of a delivery disruption caused intentionally or through gross negligence by the Supplier shall remain unaffected. Any further claims by the Purchaser, in particular claims arising from default or delay in delivery or from any resulting loss or damage, shall be excluded to the extent permitted by law, unless otherwise expressly provided in these General Terms and Conditions.

12. If goods are delivered in returnable containers, the containers must be emptied of all residue and returned carriage paid within 90 days of receipt of the delivery. The Purchaser shall bear any loss of or damage to packaging provided on loan where the Purchaser is responsible for such loss or damage. Packaging supplied on loan may not be used for any other purpose or to contain other products. It is intended solely for transporting the supplied goods. Markings must not be removed.

13. The invoiced amount for any containers for which a charge has been made will be credited if they are returned to the Supplier within the applicable time limit, undamaged and carriage paid to the Supplier's premises.

14. Single-use packaging will not be taken back by the Supplier. Instead, the Supplier will refer the Purchaser to a third party that will arrange for the packaging to be properly disposed of or recycled.

15. As a general rule, the supplied goods are non-returnable. Subject to prior written agreement with Dold AG, a credit equal to 80% of the net value of the goods may be issued for unopened, untinted goods that are suitable for resale. Tinted products will not be accepted for return. Goods shall be returned at the Purchaser's expense and risk to the location specified by the Supplier. A credit note will be issued only after the goods have been received and inspected by the Supplier.

Payment

16. The invoice amount is payable without deduction within 30 days of the invoice date. Payment shall be deemed to have been made on

time only if the funds are credited to the account specified by the Supplier with a value date no later than the due date.

17. In the event of late payment, and following prior notice of default, default interest at a rate of at least 5% shall be charged from the due date.

18. The Purchaser may exercise a right of retention or set-off only in respect of counterclaims that are undisputed or have been finally determined by a court of competent jurisdiction. To the extent permitted by law, the Purchaser may not exercise any right of retention or set-off in respect of claims that are disputed, have not been finally determined by a court of competent jurisdiction, or are not yet due. The Purchaser may not unilaterally reduce or withhold payments, in particular on the basis of alleged defects or counterclaims, unless they have been acknowledged or finally determined by a court of competent jurisdiction.

Claims for defects

19. The Purchaser shall inspect the goods for defects without undue delay after receipt. Any notification of defects shall not release the Purchaser from its obligation to comply with these General Terms and Conditions.

20. For the purposes of these General Terms and Conditions, construction products are goods intended to be permanently incorporated into an immovable structure in accordance with their intended purpose. The Supplier must be notified of any apparent defects without undue delay and, in any event:

- in the case of other goods, within 14 days of receipt;
- in the case of goods intended to be incorporated into an immovable structure, within a period of at least 60 days from discovery of the defect.

The Supplier must be notified in writing of any latent defects without undue delay after discovery; in the case of construction products, the period for notification shall be at least 60 days from discovery. The notice must specify precisely the nature and extent of the defect.

If the Purchaser fails to give notice of defects within the applicable time limit, the goods shall be deemed accepted to the extent permitted by law.

21. The Supplier warrants, for a period of two years from delivery, that, at the time risk passes, the goods have the expressly warranted properties and are free from defects within the meaning of Article 197 of the Swiss Code of Obligations (CO) that negate or substantially reduce their value or suitability for the intended use, provided that the Purchaser has complied with generally accepted engineering practice when using the goods.

For these purposes, generally accepted engineering practice shall include, in particular, the applicable SIA standards, BFS technical data sheets, SMGV/GTK technical data sheets and the Supplier's technical documentation, processing instructions and coating systems.

Where movable goods are incorporated as intended into an immovable structure, any mandatory statutory extension of the limitation period, in particular under Article 210(4) of the Swiss Code of Obligations (CO), shall remain unaffected.

Where a defect has been acknowledged, the Supplier shall, in the first instance, be entitled to remedy the defect or supply replacement goods. The Purchaser shall be entitled to further remedies, in particular rescission of the contract or a reduction in the purchase price, only if the Supplier has failed to remedy the defect or supply replacement goods, or if either remedy would be unreasonable for the Purchaser.

The following defects are expressly excluded from the warranty:

- defects resulting from improper processing, incorrect application or failure to comply with generally accepted engineering practice;
- defects resulting from deviations from the Supplier's technical documentation, processing instructions or coating systems;
- defects arising from further processing of the goods or from the outcome of such processing;
- defects arising from use of the goods on unsuitable substrates or on substrates other than those specified;
- defects arising where the goods are used for a purpose that was neither known to nor reasonably foreseeable by the Supplier;
- defects resulting from mixing or combining the goods with products not supplied by the Supplier.

The Supplier assumes no obligations under a contract for work and services and, in particular, shall not be liable for defects in any building or structure or for the outcome of the Purchaser's work.

The Supplier's liability in respect of fraudulently concealed defects within the meaning of Article 199 of the Swiss Code of Obligations (CO) shall remain unaffected.

22. Before using the goods, the Purchaser shall check the colour of the goods in each container supplied by the Supplier to ensure that it is correct. All claims by the Purchaser in respect of defects or liability arising from the use of an incorrect colour as a result of the Purchaser's failure to carry out the aforementioned check shall be excluded.

Liability

23. To the extent permitted by law, the parties shall be liable to one another in connection with their contractual relationship only in respect of loss or damage caused intentionally or through gross negligence. Any further liability of the Supplier, irrespective of its legal basis, is excluded. In particular, the Supplier shall not be liable for indirect loss, consequential loss resulting from defects, pure economic loss, loss of profit, loss of use, production stoppages, or defects in any building or structure. To the extent permitted by law, the Supplier's liability for its auxiliary personnel is excluded in full.

Mandatory statutory liability, in particular for loss or damage caused intentionally or for fraudulently concealed defects, shall remain unaffected.

24. All events and circumstances beyond the Supplier's influence and control shall be deemed force majeure and shall release the Supplier from any liability under a guarantee and from any delivery obligation.

Place of performance, court of jurisdiction and other matters

25. The place of performance for all obligations arising from the contractual relationship between the Supplier and the Purchaser shall be the relevant dispatch point and, in respect of payment obligations, the registered office of the Supplying Company, unless otherwise agreed in writing.

26. The court of jurisdiction is the registered office of the Supplying Company. Swiss substantive law shall apply exclusively.