

# General Terms and Conditions of Dold AG

Valid after 1.09.2014

## Scope of application

1. Our following General Terms and Conditions are only applicable for corporate entities (hereinafter referred to as "Purchaser"). They do not apply to consumers.
2. All orders are accepted and executed based on the following General Terms and Conditions of Dold AG (hereinafter referred to as "Supplier" or "Supplying company"). By placing orders or any other offer or acceptance of offers of the Supplier by the Purchaser, the Purchaser accepts these General Terms and Conditions. General Terms and Conditions or similar conditions of the Purchaser shall only apply if these were explicitly acknowledged in writing by the Supplier.
3. Additional verbal agreements require written confirmation for them to be binding to the Supplying company.

## Prices

4. The current price list of the Supplier shall apply. The Supplier reserves the right to adjust the price list at any time. The prices are ex works, plus the statutory taxes applicable at delivery (e.g. VAT, VOC, heavy vehicle charge [LSVA]).
5. For the calculation, the weights, number of items and amounts determined by us shall prevail if the Purchaser does not immediately, or at the latest within 14 days of receipt, contest these figures in writing.

## Application technology consulting

6. Inasmuch as we provide consulting services, this is done in good faith but without any obligation. Legal claims can not be inferred.
7. All data and information on the suitability and application of the goods supplied do not release the Purchaser from his own examinations and tests. This is especially true if thinners, hardeners, paint additives or other components are added that were not purchased from us.

## Delivery

8. The Purchaser must pick up the goods on the agreed delivery date. If the Purchaser is in default of acceptance of the goods, we are entitled to send them at our own discretion at the expense of the Purchaser.
9. Unless otherwise agreed that we are obliged to ship the goods, the transport takes place at the expense of the Purchaser and the choice of the means of transport and the transport route, in absence of other instructions, is made at our discretion. The risk is transferred at such time as the goods are transferred to the carrier.
10. Partial deliveries are permitted.
11. Significant, unpredictable as well as equipment failure not caused by us, delays in delivery or delivery failures by our suppliers and business interruptions due to raw material, energy or labour shortages, strikes, lockouts, difficulties in arranging transportation, traffic incidents, orders of higher authority and force majeure affecting us and our subcontractors extend the delivery period by the duration of the hindrance, provided they are of importance for the delivery of the goods. If delivery is thereby delayed by more than a month, both the Purchaser and we are entitled, under exclusion of claims for damages, to rescind the contract with regard to delivery of the goods affected by the disruption. The statutory right of rescission of the Purchaser in case of delivery failure due to any fault of ours remains unaffected. All other claims of the Purchaser relating to the case of any service disruptions in the contractual relationship with the Purchaser, in particular delays, are excluded, unless explicitly stated otherwise in these General Terms and Conditions.
12. If delivery is made in returnable containers, these are to be returned emptied and freight prepaid within 90 days of receipt of delivery. Costs for loss and damage to returnable packaging are borne by the Purchaser if he is responsible for said loss or damage. Returnable packaging may not be used for other purposes or to hold other products. They are intended solely for the transport of the goods supplied. Labels must not be removed.
13. Calculated receptacles, which are sent back to the Supplier carriage paid within the prescribed period in undamaged condition, shall be credited at the invoiced amount.
14. Disposable packaging will not be taken back by us; instead we shall provide the Purchaser with the name of a third party who will ensure that the packaging is properly disposed of or recycled.
15. The right of return for delivered goods does not generally exist. For reusable, unopened and non-coloured products, a material credit of 80% of the net value may, under prior written agreement with Dold AG, be reimbursed. Tinted products are not returnable.

## Payment

16. The invoice amount is payable without deductions within 30 days of the invoice date. Timely payment is only complete when we have the money with a value date on the due date in the account specified by us.
17. If payment is delayed, after prior notification of said delay, an interest rate of at least 5% of the price from the due date will be invoiced.
18. Withholding and compensation for claims of the Purchaser disputed by us are excluded.

**Claims for defects**

19. The Purchaser shall inspect the goods for defects immediately upon receipt. Any notices of defects do not constitute release from compliance with these General Terms and Conditions.
20. Obvious defects must be reported in writing immediately, but not later than 14 days after receipt. Hidden defects must be reported within 14 days of their discovery. Notification must be in writing and must precisely describe the nature and extent of the defect. Claims for defects that are not presented to us within the specified time limits will be forfeited.
21. We undertake a two-year warranty from date of delivery for the express properties of the goods supplied as well as ensure that the goods exhibit no physical defects that remove or reduce their value or suitability for intended use, as long as the Purchaser, when using the product, complies with the relevant standards, in particular the applicable SIA standards, BFS instructions, SMGV/GTK instructions and the technical documentation of the Supplier. Any further warranty is excluded. In particular, we undertake no warranty for defects arising from any use of the purchased goods, such as a warranty
  - for further processing of the goods and the resulting product;
  - for the continuation of a product property that is present based on the experience of the processor, but was not recognized by us or was regarded by us as marginal and therefore not expressly warranted;
  - in the processing of the goods on the treated or untreated base material which is merely similar or related to the product listed in the warranty;
  - when using the product for a purpose unknown to us or not foreseeable by us.
22. The customer is obliged to check the accuracy of the colour shades per batch of goods provided by the Supplier prior to use. All defects and liability claims by the customer associated with the fact that the customer is using the wrong shade of colour because he did not perform the above examination will be excluded.

**Liability**

23. The parties are liable to each other in connection with the contractual relationship existing between them only for intentional or grossly negligent damage. Any further liability for damages which are linked directly or indirectly with the contract are excluded, irrespective of the legal grounds on the damages are asserted. Any liability of the Supplier is excluded for auxiliary Staff of the Supplier.
24. All events and facts lying outside of influence and control of the Supplier shall be deemed force majeure and release him from any guarantee liability and delivery obligation.

**Place of Performance, Court of Jurisdiction and other matters**

25. The place of performance for all obligations arising from the contractual relationship existing between us is our respective shipping point, and for payment our headquarters, unless this has been agreed upon differently in writing.
26. The court of jurisdiction is the registered office of the Supplier company. Substantive Swiss law is exclusively applicable.