



General Terms and Conditions of Business

Steinfels Swiss - Retail Division

Steinfels
S W I S S

Valid from January 2017

1. General principles

- 1.1. These General Terms and Conditions of Business govern all orders, deliveries and services of Steinfels Swiss, Division of the Coop Cooperative, Basel, (hereinafter referred to as Steinfels Swiss).
- 1.2. They apply to orders in the Retail Division unless the parties agree otherwise.
- 1.3. By placing an order, the customer acknowledges these Terms and Conditions of Business.
- 1.4. Any alternative agreements require express written confirmation from Steinfels Swiss to be valid. Any special terms require express written confirmation from the Management of Steinfels Swiss.
- 1.5. Other general terms and conditions of business of the customer do not apply.

2. Offers/Contract completion

- 2.1. Offers of Steinfels Swiss that do not contain a term of acceptance are non-binding.
- 2.2. Orders should be placed by phone or in writing with Steinfels Swiss' order handling department in Winterthur.
- 2.3. In accordance with these General Terms and Conditions of Business, orders placed can be considered accepted by Steinfels Swiss provided the Customer does not receive written notification to the contrary within fifteen days of receipt of the order.
- 2.4. Orders accepted by Steinfels Swiss are considered confirmed and can no longer be cancelled.

3. Prices

- 3.1. The prices charged correspond to the prices valid at the time of the order.
- 3.2. Prices are quoted net, excluding VAT, ex works Winterthur, packaged but excluding insurance and customs duties (Incoterms 2010), unless otherwise agreed in writing.

- 3.3. In the case of sales in foreign currencies, prices are based on the exchange rate valid at the time of the order.
- 3.4. Steinfels Swiss reserves the right to make price adjustments if material or manufacturing costs change or exchange rates alter between the time of the order and the contractual delivery date.
- 3.5. If the procured quantities fall significantly short of the agreed quantities during the procurement period, Steinfels Swiss may charge the customer higher raw material, packaging and fixed order costs in addition to the unit price. In the case of missing purchases, these can be made in the form of a subsequent invoice.

4. Payment terms

- 4.1. Payment should be made within 30 days from the date of the invoice, net without any deduction for discounts, expenses, taxes, levies, fees, duties and the like.
- 4.2. In the event of late payment, default interest of 6% p.a. will be charged.
- 4.3. Should the customer be in arrears with payment for a partial delivery, Steinfels Swiss is entitled to hold back further partial deliveries until the outstanding invoices have been settled in full.
- 4.4. In the event of continued non-compliance with payment terms, Steinfels Swiss reserves the right to withhold or demand pre-payment to carry out deliveries or to stop deliveries to the customer completely.
- 4.5. The goods shall remain the property of Steinfels Swiss until full payment has been received. The customer undertakes to take all necessary measures to protect the property of Steinfels Swiss.

5. Delivery, terms of delivery and delivery obligations

- 5.1. Products are sold by Steinfels Swiss ex works. If Steinfels Swiss organizes delivery of the products in accordance with a written agreement, the customer shall bear all transport costs (including insurance, customs duties, etc.).
- 5.2. Collection and delivery dates must be agreed in writing.
- 5.3. In the event of unforeseen events, such as operational disruption, strikes, blocking of suppliers or sub-contractors, shortage of raw materials or similar, Steinfels Swiss is entitled to extend delivery dates accordingly. Depending on the extent of the issue, Steinfels Swiss may withdraw fully or partially from the supply contract.
- 5.4. Steinfels Swiss expressly reserves the right to over-deliver or under-deliver the quantities ordered and confirmed (+/- 10%).
- 5.5. The customer is not entitled to any damages, compensation or withdrawal from the contract on account of late delivery.

6. Transfer of utility and risk

- 6.1. Utility and risk are transferred to the customer when the delivery leaves the works. This also applies if Steinfels Swiss organizes delivery of the products to the customer.
- 6.2. If dispatch is delayed at the customer's request or for other reasons beyond the control of Steinfels Swiss, the risk is transferred to the customer at the original scheduled delivery time. From this time onwards, deliveries are stored and insured at the customer's expense and risk.

7. Raw materials/packaging

- 7.1. If customer-specific raw materials or packaging materials are used, Steinfels Swiss undertakes to manage procurement of such materials within the framework of the issued order volume (fixed quantity orders) or Service Level Agreements (ongoing orders) on behalf of the customer. In the case of ongoing orders with no Service Level Agreement, Steinfels Swiss is entitled to procure goods to cover a maximum of six months.
- 7.2. Customer-specific packaging material must be processed and delivered to the customer within 12 months of delivery. After expiry of this period the material will be charged to the customer at cost price. Disposal costs for unused material shall be borne by the customer.
- 7.3. All printing costs and additional charges (e.g. printing plates, print rollers, punching tools, moulds etc.) will be charged to the customer.
- 7.4. In the case of customer-specific packaging material, the customer bears sole responsibility for the contents of the packaging and for ensuring it complies with the applicable laws, in particular legislation in place in the destination country if the goods are being exported abroad.
- 7.5. If additional labelling or any additional text in another language is required on the existing packaging, this must be supplied by the customer. The customer bears sole responsibility for the contents.
- 7.6. Purchases are expected to be regular within the agreed contract period. In the event of irregular purchases and unless otherwise agreed in writing, Steinfels Swiss reserves the right to charge any additional costs for material handling, as well as those of sub-contractors, to the customer.
- 7.7. If a customer purchases less than the agreed quantity during the contractual period, Steinfels Swiss may charge the storage costs for the remaining stock at current rates.
- 7.8. If products are altered or discontinued, or following expiry of the contract term, Steinfels Swiss shall do its best to use up stocks of the finished product, packaging material and raw materials or to sell such stocks to cover costs. Finished products and customer-specific raw material and packaging material that has not been used up or sold within three months of expiry of the contract term can be charged by Steinfels Swiss to the customer at cost prices (raw material and packaging material) or sales prices (finished products). The maximum quantities that can be charged comply

with the Service Level Agreement or the 6-month requirement (according to the original order volume or the larger quantities actually procured).

8. Quality/Complaints

- 8.1. The goods are delivered according to specifications that are mutually agreed in writing. In the case of sale by sample, the sample is representative.
- 8.2. Steinfels Swiss guarantees that the delivered products are free from manufacturing flaws or material defects and comply with the specifications. This guarantee applies until the use-by date printed on the product or a minimum of 12 months.
- 8.3. The goods comply with Swiss law. If goods are being exported abroad, the customer is responsible for ensuring compliance with the applicable laws in the destination country.
- 8.4. On receipt of the goods, the customer must immediately check whether the quality and quantity correspond to the contractual agreement. Complaints should be addressed to Steinfels Swiss in writing within 8 days of receiving the goods. Complaints received later than this cannot be taken into consideration. After the complaint has been made, the goods must be held ready for sampling. Steinfels Swiss accepts no liability whatsoever if an assessment is not carried out, is not conducted properly or if the complaint is made too late.

9. Guarantee/liability

- 9.1. If the goods do not comply with the contractual agreement, Steinfels Swiss has the option of delivering a replacement for the faulty goods, carrying out an additional delivery in the event of a shortfall or reimbursement/reduction of the purchase price. Any further guarantee or liability of Steinfels Swiss, in particular for harm or damage caused by defects or lost profit, is excluded.
- 9.2. Defects that are beyond the control of Steinfels Swiss, such as inappropriate transport or storage, inappropriate handling or packaging of the goods by the customer or third parties, environmental influences or force majeure, are excluded from the guarantee. Guarantee claims shall lapse as soon as the customer or a third party makes any changes to the delivered goods, unless the customer can prove that the defect cannot be attributed to the changes made.

10. Intellectual property rights

- 10.1. All recipes, moulds, samples, materials and all types of printed materials that are handed over to the customer, are and shall remain the intellectual property of Steinfels Swiss, provided they are not supplied by the customer. They may not be duplicated or passed on to third parties for inspection or analysis without the express written consent of Steinfels Swiss.
- 10.2. Customer-specific development costs will be charged to the customer if the project is not realized.

11. Data protection

- 11.1. Steinfels Swiss shall collect and process the customer's personal data - such as name, address, telephone number, e-mail address and contact person, in accordance with Swiss data protection laws.
- 11.2. Steinfels Swiss uses the customer's personal data for handling the contractual relationship and customer relationship management.
- 11.3. Steinfels Swiss shall take the necessary action to guarantee the security of personal data.

12. Transfer of rights

No party may transfer any rights or duties arising from this contract to a third party without advance written consent from the other party.

13. Applicable law and jurisdiction

- 13.1. These General Terms and Conditions of Business and the corresponding supply contract are governed exclusively by Swiss law, excluding the Swiss Federal Law on International Private Law (IPRG; SR 291). Application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna sales law) is expressly excluded.
- 13.2. The sole place of jurisdiction is Winterthur. Steinfels Swiss may also take legal action against customers at their own place of jurisdiction.