

# General Terms of Sale of Lipoid Kosmetik AG

## **1. Exclusive Validity**

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The present terms of sale apply to all sales of Lipoid Kosmetik AG, Sennweidstrasse 44/46, 6312 Steinhausen, Switzerland.

Conflicting or additional terms of sale and in particular stipulations in purchaser's general conditions, shall be valid only if they have been expressly agreed in writing.

## **2. Force Majeure**

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Lipoid Kosmetik AG is not responsible for any non-fulfillment of its obligations resulting from a force majeure event which shall mean any and all circumstances which are beyond of the influence of Lipoid Kosmetik AG, including, but not limited to Acts of God, war or warlike events, explosion, fire, strike, boycott and acts or omissions to act by authorities.

## **3. Prices and Delivery Terms**

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Prices, delivery specifications and their validity are bindingly regulated in the offer or in the order confirmation. The minimum value per order is CHF 300.- or € 250.-.

## **4. Terms of Payment**

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Unless otherwise specified in writing, all invoices are to be paid net within the agreed terms. The payment terms refer to the invoicing date. Default interest will be charged on overdue amounts. This interest will be 2 % higher than the rate for credit on overdraft granted to first class debtors in Switzerland. Bank expenses will be charged on the purchaser. No deductions of any kind are allowed. Notification of defects does not exempt the purchaser from payment on the due date.

## **5. Date of Delivery**

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The agreed delivery date is based on the conditions prevailing at the time the order is placed and under the assumption of normal supply and manufacturing conditions. Lipoid Kosmetik AG is not responsible for delays in the supply of goods unless caused by gross negligence or willful misconduct of Lipoid Kosmetik AG. In the case of special customer specifications the risk of delays in delivery resulting from failure to meet such specifications must be borne by the customer.

## **6. Cancellation of Order**

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For cancellation of already processed orders a service charge of CHF 150.- or € 100.- will apply. In case of individually manufactured goods ("tailor-made") the client is obliged to pay the total amount.

## **7. Warranty and Liability**

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Defects must be notified and specified in writing within ten days of receipt of the goods. Providing that the defects are notified in good time, Lipoid

Kosmetik AG warrants for and shall replace within reasonable respite the defective goods with goods of the same type conforming to specification, thereby freeing Lipoid Kosmetik AG from any further claim by the purchaser. If Lipoid Kosmetik AG does not provide such replacement or if replacement fails, the purchaser has the right to raise rescission or price reduction claims, but no claims for damages. Lipoid Kosmetik AG does not warrant for products which are at an experimental stage.

For further details regarding the expiry date of our products please refer to our "Shelf Life Policy".

Lipoid Kosmetik AG is not responsible for damage resulting from either faulty usage, storage or alteration of the goods by the purchaser or third parties.

## **8. Technical Assistance**

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Technical assistance is based on the current state of our knowledge. Notwithstanding any such recommendations the purchaser shall remain responsible for satisfying himself that the products as supplied by us are suitable for his intended process or purpose. Due to the fact that Lipoid Kosmetik AG cannot control the application, use, storage or processing of the products, Lipoid Kosmetik AG cannot accept responsibility therefore. The purchaser shall ensure that the intended use of the products will not infringe any third party's intellectual property rights.

## **9. REACH: Information on Quantities imported and Customers sold to in the EU**

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Lipoid Kosmetik AG appointed an Only Representative according to Article 8 of the REACH Regulation. In order to meet the requirements of Article 8 we or the Only Representative may ask our Non-EU customers about specific information on quantities of substances (provided by Lipoid Kosmetik AG) which are imported into the EU and the supplied customers. Such information will be disclosed as far as necessary to comply with the REACH Regulation.

## **10. Applicable Law**

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The present terms of sale and sales contracts are subject to Swiss law with the exclusion of the UN Convention on the International Sale of Goods. The possible invalidity of individual provisions of these terms of sale does not affect the validity of the other provisions.

## **11. Place of performance and venue for legal process**

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The due place of performance is the place as agreed by the parties for delivery. The place of performance for payment is Steinhausen.

**Venue shall be Zug, Switzerland or any other competent court which can be selected by Lipoid Kosmetik AG.**