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# **General Terms and Conditions of Sale and Delivery**

#### 1. General Conditions

All STRICO sales and deliveries are subject to these terms and conditions, unless these have been amended in writing. Customer's purchasing conditions are not valid, if they have been submitted after receiving STRICO's general terms and conditions of sale and delivery unless a contradictory term or condition has been submitted and agreed to by STRICO.

### 2. Quotes

Quotes are valid for 60 days.

### 3. Prices

The prices are net, excluding VAT, duty, other taxes, post and carriage from Fehraltorf, in Swiss Francs (CHF), unless otherwise stated.

## 4. Payment

Payment is due within 30 days without any deduction. The customer is liable for the payment of the goods and services, even if they have been delivered to a third party on his behalf. The withholding of payments or the balance of payments against claims which are not recognized by STRICO is not permitted.

#### 5 Retention of Title

Title to the goods supplied by STRICO shall not pass to the customer until payment for the goods is made in full.

#### 6. Cancellation of a Contract

STRICO is entitled to cancel a contract without compensation if unable to obtain the necessary material or in case of "force majeure".

## 7. Date of Delivery

The confirmed date of delivery will be observed, if at all possible. Delays do not entitle the customer to cancel the contract.

# 8. Delivery

The delivery is considered fulfilled once the goods have left STRICO's premises. Unless otherwise agreed, the consignment is shipped by postal services. Packaging, freight and other charges are billed to the customer, they are not included in the price. Shipping is at the customer's own risk.

# 9. Tolerance in Quantity

Deviations from the ordered quantity in line with industry standards do not constitute grounds for complaint. Agreements are regulated by STRICO's order acknowledgement. The actual delivered quantity is invoiced.

# 10. Quality Complaints

The customer must check the shipment upon receipt. Complaints must be raised in writing within 10 days.

# 11. Suitability of the Intended Use

It is the responsibility of the customer to verify that the products are suitable for the intended use. This concerns the materials, the method of printing or marking, the finishing, the legibility of the bar code, and the adhesive or other methods of fastening.

## 12. Additional Modifications, Author's Corrections

All additional work done and expense incurred when a product is modified beyond the terms of the original order is charged separately, according to the time and effort expended by STRICO.

## 13. Guarantee and Liability

The guarantee covers only defects in material or faulty production. Faulty products are replaced. STRICO's liability does not exceed the value of the goods. There is no liability for indirect or consequential damages.

## 14. Law and Forum

STRICO will endeavour to settle possible differences with customers in an amicable way. In the event of litigation, only Swiss law applies. The contract is deemed to have been concluded in CH-8320 Fehraltorf, Switzerland, where legal jurisdiction will be applied.