

## MEDIPACK AG General Terms of Business 2014

### 1. General information

- a) These General Terms of Business set out the terms of business between Medipack AG (hereinafter referred to as "Medipack" and the Client. Where the Client's terms are different, they shall only apply if accepted explicitly and in writing by Medipack.
- b) A contract shall have been made with the Client if the Client accepts the order acceptance confirmation from Medipack AG without amendment; the order shall then be executed in accordance with the order acceptance confirmation. If the Client wishes to amend the order, the Client must do so within three working days of receipt of the order acceptance confirmation; otherwise the amendment deadline shall have passed. Amendments must be notified in writing by fax or e-mail.
- c) All agreements and legally material declarations by the Parties must be made in writing in order to be valid.
- d) With regard to definition of time limits, please refer to Art. 77 and 78 OR [Swiss Code of Obligations].

### 2. Validity of the quotation

Quotations are valid for three months from the date of the quotation. For the quotation to be honoured, an order must be received by Medipack on or before the last day of the validity period.

### 3. Products and services supplied by Medipack

- a) The content and scope of the Medipack products and services for which payment is owed shall be determined exclusively by Medipack's order acceptance confirmation as accepted without amendment by the Client. Amendments or additions to the scope of the products and services supplied must be made in writing.
- b) Medipack reserves the right to deliver quantities up to 10% above or below the quantities ordered.
- c) Partial deliveries shall be permissible.

### 4. Prices

- a) Unless otherwise agreed, all prices shall be quoted net, excluding shipping and packing, in Swiss francs.
- b) All ancillary charges such as for shipping, insurance, export/transit/import licences or other permits or certification shall be payable by the Client. Similarly, the Client shall pay all taxes, levies, fees, customs duties and the like that are charged in connection with the Contract or shall reimburse them to the Supplier on provision of appropriate proof if the Supplier has been required to pay them.
- c) If raw material prices change, Medipack shall be entitled to adjust its own prices accordingly.

### 5. Payment terms

- a) The terms of payment shall be as agreed in the Contract. In all other circumstances invoices shall fall due 30 days after the invoice date (due date).
- b) Provided there are no special contractual agreements, payments shall be in cleared Swiss francs without discount deductions.
- c) Where payments are overdue, late payment interest at the rate of 5% shall be charged as of the due date without prior notice.

### 6. Delivery deadlines

- a) The delivery period begins as soon as the Contract is concluded, all conditions to be met by the Client for contract fulfilment have been met and all amounts payable by the Client on conclusion of the Contract have been made. If it has been agreed that Medipack shall provide the contracted goods at its own premises for collection by the Client then the delivery deadline shall have been met if a notification that they are ready for despatch has been sent to the Client by Medipack by the expiry date. If Medipack has to ship the goods to the Client, the delivery deadline shall have been met if they are received by the Client by the expiry date. If the goods are received by the Client no more than four days after expiry of the delivery deadline, the delivery deadline shall still have been met.
- b) The delivery deadline shall be extended accordingly if
  - i. obstacles arise that Medipack cannot overcome despite exercise of the due care regardless of whether such obstacles arise at Medipack, the Client or a third party. Such obstacles include, for example, epidemics, military mobilisations, war, civil unrest, substantial business disruptions, accidents, industrial disputes, delayed or incorrect delivery of the necessary raw materials, semi-finished or finished products, unusability of important workpieces, action or omission on the part of public authorities, natural occurrences.
  - ii. the Client or third parties are late with the work required of them or in meeting their contractual obligations and especially if the Client fails to meet the payment terms.
- c) The Client shall be entitled to claim compensation for late delivery where such late delivery is demonstrably the fault of Medipack and the Client can show evidence of loss as a consequence of the delay. If the situation can be remedied by supplying an alternative the claim to compensation for delay shall be void.
- d) The compensation for delay shall amount to no more than ½% per full week's delay and no more than 5% in total calculated on the basis of the contract price for the overdue part of the delivery. The first week of the delay shall not give rise to any claim to compensation for delay.
- e) Once the maximum delay compensation figure is reached, the Client shall allow Medipack an appropriate additional period of grace to be notified in writing. If that extended deadline is missed for reasons for which Medipack is responsible, the Client shall be entitled to refuse to accept the overdue part of the delivery. If it is economically unreasonable for the Client to accept only part of the delivery, the Client shall be entitled to claim back payments already made on return of the deliveries received.
- f) The Client shall have no other rights or claims in respect of overdue deliveries than those specified in this clause.

## 7. Requisition order contracts

- a) In the case of requisition order contracts, the agreed number of units must be requisitioned within 12 months (requisition period).
- b) If the Client does not requisition the agreed number of units within the requisition period, Medipack shall be entitled to destroy the un requisitioned units at the expense of the Client. Medipack shall invoice the Client for the number of units not requisitioned within the requisition period.
- c) Should the Client wish to extend the requisition period, the Client must notify Medipack before expiry of the requisition period. If the requisition period is extended, late payment interest shall be charged on the invoice value of the units not requisitioned within the original requisition period. In addition, Medipack shall be entitled to charge the Client appropriate storage costs.

## 8. Passage of use and risk

Use and risk shall pass to the Client on notification that the goods are ready for despatch. If the goods have to be shipped to the Client, use and risk shall pass to the Client when Medipack has handed over the goods for despatch.

## 9. Despatch/Shipping

- a) Goods notified as ready for despatch must be collected without delay. If the goods are to be shipped to the Client, Medipack shall be free to choose the suitable means of carriage provided no special shipping preferences have been agreed.
- b) Special requests regarding shipping, carriage and insurance must be notified to Medipack along with the order.
- c) In all cases shipping/carriage shall be payable by and at the risk of the Client. Insuring the goods against loss or damage of any kind is the responsibility of the Client.

## 10. Retention of ownership

- a) Medipack shall remain the owner of the goods delivered in their entirety until such time as the payment as specified in the Contract has been received in full.
- b) The Client is obliged to co-operate in any measures required to protect the property of Medipack; in particular, the Client authorises Medipack on conclusion of the Contract and at the expense of the Client to register or record the retained ownership in public registers, records or the like in accordance with the applicable national legislation and to comply with all relevant formalities in that regard.
- c) For the period of retained ownership, the Client shall at its own expense maintain the goods supplied and insure them against theft, breakage, fire, flooding and other risks. Furthermore, the Client shall take all necessary measures to ensure that Medipack's right of ownership is neither diminished nor revoked.
- d) Order-related production equipment that is manufactured or procured by Medipack for the Client shall remain the property of Medipack even where proportional costs are charged but shall only be used for orders from the Client. Medipack shall keep the production equipment for the Client for a maximum of two years after the last order. After that, Medipack shall be entitled to use the production equipment as it sees fit.

## 11. Warranty claims

- a) Obvious deficiencies (incorrect deliveries, incorrect quantities or immediately evident defects) must be reported in writing without delay and in any case no later than 14 working days after collection of the goods from Medipack or, if the goods are to be delivered to the Client, 14 working days after receipt of the delivery at the destination address. In cases of justified complaints, redress shall be provided free of charge in the form of rectification or replacement. Further claims of any kind shall be excluded. In particular, the right to order cancellation, price reduction or compensation arising from product defects and/or loss or damage as a consequence of product defects shall be excluded.
- b) If a concealed defect is discovered, it shall be reported immediately in writing and in any case within three working days at the latest. In cases of justified complaints, redress shall be provided free of charge in the form of rectification or replacement. Further claims of any kind shall be excluded. In particular, the right to order cancellation, price reduction or compensation arising from product defects and/or loss or damage as a consequence of product defects shall be excluded.
- c) Deliveries found to be deficient or defective shall be returned immediately to Medipack on request. If the Client fails to meet this obligation, any entitlement to warranty claims shall be lost.
- d) All cases of contract contravention and their legal consequences and all claims on the part of the Client regardless of the grounds on which they are made shall be conclusively governed by these General Terms of Business. In particular, any rights to compensation for loss or damage, price reduction, cancellation of the Contract or withdrawal from the Contract not explicitly mentioned shall be excluded. Under no circumstances shall the Client have any claim to compensation for loss or damage that has not arisen from the supplied goods themselves such as, specifically, loss of production, loss of use, loss of business, loss of profit or any other direct or indirect loss or damage. The above liability exclusion shall not apply to unlawful intent or gross negligence on the part of Medipack. Liability for agents shall be excluded to the extent allowed by law. Under no circumstances shall Medipack be liable for loss or damage caused by the Client by, for example, unsuitable storage.
- e) Warranty claims shall expire six months after passage of use and risk.

## 12. Intangible asset rights

All intangible asset rights in respect of documents, drawings, forms, etc. that are produced by Medipack are the property of Medipack. The transfer of such rights to the Client requires a separate agreement. The Client may not allow third parties access to them without the consent of Medipack.

## 13. Court of jurisdiction and applicable law

- a) All disputes between the Parties shall be governed exclusively by the Swiss courts with jurisdiction in the domicile of Medipack.
- b) The legal relationships between Medipack and the Client shall be subject exclusively to Swiss Law. Application of the Vienna Convention (UN Convention on Contracts for the International Sale of Goods) shall be excluded under any circumstances.