

# GENERAL PURCHASING TERMS RETIS MATERIALS AG



## 1. GENERAL

The Supplier acknowledges our General Purchasing Terms as amended from time to time as the basis for all present and future contracts for the purchase of goods and/or services between the Supplier and RETIS MATERIALS AG., Basel (Purchaser). Deviations from these General Purchasing Terms - in particular the applicability of the General Sales Terms of the Supplier - require our explicit written confirmation.

## 2. ORDERS

Only written orders are valid. As written in this §2 telex, fax and E-mail are also meant. Oral agreements, additions and changes as well as those made by telephone must be confirmed in writing by us in order to be valid. Deviations from our order terms, including price and currency reservations, are only valid after our written confirmation. Interpretation of delivery clauses is in accordance with the INCOTERMS of the International Chamber of Commerce Paris in their currently valid version provided nothing to the contrary has been agreed to in writing. Confirmation of our order must be submitted in writing within 10 days. The absence of the same is deemed as acceptance of our order at the conditions contained therein. Copyrights to all documentation such as plans, sketches, calculations that are given to the Supplier before or after execution of the contract remain with us. The Supplier shall use such documentation exclusively for the purpose of carrying out our order. Without our prior written consent, it is not entitled to manufacture products for third persons based on such documentation nor to copy, duplicate or in any other manner inform third persons about such documentation who are not directly authorized by the Supplier with the carrying out of the order or a part of it. Publications for advertising purposes in which RETIS MATERIALS is mentioned may only be used with our written agreement. Transferring a part or the whole of our order to third persons is only allowed with our written agreement. All additional expenses that arise due to the non-observance of our instructions or by deficient deliveries are at the cost of the Supplier.

## 3. SHIPMENT/DELIVERY

The goods are to be examined before shipment for their qualitative and quantitative conformity with our order. Upon request of the Purchaser, the examination is to be confirmed by a product certificate. For shipments to various delivery locations, we require separate shipping notices, shipping documents, delivery receipts, certificates of origin, product certificates and invoices. Shipping notices, shipping documents, product certificates and invoices are to be forwarded to us in copy per fax at the latest 2 workdays after shipment. The originals are to be sent to us by express mail or messenger at the latest within 2 workdays. In the event the required documents are not available for a shipment, the goods are stored until their receipt for the account and at the risk of the Supplier. Partial deliveries and advance deliveries are not possible without our express consent. If delivery is not made by the agreed upon delivery dates, we are entitled to cancel the order. The delivery dates agreed upon in the order are binding. The Supplier is fully liable for damages, which result due to delays in delivery.

## 4. TRANSPORT

The transfer of benefit and risk occurs, provided nothing otherwise has been explicitly agreed upon in writing, after arrival of the delivery at the agreed upon place of destination/place of performance or when acceptance is required there, after its completion. Provided nothing otherwise has been explicitly agreed upon, all transport costs, taxes, fees and customs duties in the delivery and transit countries will be borne by the Supplier. Dangerous goods transports must be packaged, labeled and declared in accordance with the applicable statutory provisions for the respective transport carrier. The Supplier must strictly follow our special instructions for packing and transport in accordance with the order (e.g. for cold and frozen transports). In the event these obligations are not fulfilled, the Supplier is fully liable for the costs and damages resulting therefrom and must release us in the case of litigation.

# GENERAL PURCHASING TERMS RETIS MATERIALS AG



## 5. PACKING

The Supplier is liable for damages during the transport due to insufficient shipping or transport measures. We reserve the right to return packing material and/or to dispose of it competently and to request a credit for it from the Supplier.

## 6. COMPLAINTS

The deliveries will be examined by us or our representative or customer within a feasible period and if possible before processing although complaints may be made during the entire guarantee period irrespective of the examination period. The providing of payments and any acceptances are not deemed a waiver of the right to complain.

## 7. WARRANTY

The goods/services to be delivered by the Supplier must correspond in their composition/specifications, form and contents to the order as well as to the provisions and trade customs valid in the marketing countries specified in the order. Upon request, we will furnish all requested and necessary information in this regard to the Supplier. The Supplier fully guarantees for quality and fitness for the intended use of all deliveries during two years after delivery to the place of destination (most often place of receipt of our customer) or if later, after delivery to us or our customer, subject to an earlier lapsing of the expiration date of a product. The Supplier may not make any changes in the composition/specifications or manufacturing process of the products ordered from the time of the definitive order until delivery. In addition, the Supplier shall give notice in writing of any such changes at the latest before confirmation of the next order. We are in particular entitled during the entire guarantee period to request replacement or improvement. In urgent cases the right exists to take measures to remove the defect without an additional time period at the cost of the Supplier. Irrespective of fault, the Supplier is fully liable for damages (including consequential damages). The same guarantee begins to run again for all guarantee deliveries. If an aggrieved party claims against us for damages based on product liability law, and it cannot be proved that we were the cause of the defect, the Supplier shall hold us fully harmless for any liability vis-à-vis the aggrieved party. The Supplier is obligated to take out adequate product liability insurance and to provide us at any time proof thereof upon request.

## 8. INVOICES AND PAYMENT

We require separate invoices for orders from different purchasing locations. Provided nothing to the contrary has been agreed upon, our payment shall be made in the currency agreed upon within 30 days from invoicing, at the earliest however, after arrival and acceptance at the place of destination. In the event of delayed delivery of requested material certificates or Q-documents, we reserve the right to correspondingly extend the agreed upon payment period.

## 9. TRADEMARKS/ADVERTISING, ETC.

We are authorized to use trademarks/logos/marks and other data that are affixed to the delivered products themselves or on their original packaging as well as on the advertising material submitted by the Supplier or contained therein for additional advertising purposes. The Supplier shall make available to us at no charge information, samples and advertising material for the delivered products if requested.

## 10. APPLICABLE LAW, JURISDICTION, COLLECTION PROCEEDINGS

Swiss law is applicable including the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 ("Vienna Sales Law"). Place of performance for all obligations is our principal place of business in Basel unless explicitly otherwise agreed upon in writing. For a Supplier domiciled abroad, our principal place of business in Basel shall be the recognized place for collection proceedings. Provided the parties have not agreed expressly in writing to arbitration, the ordinary courts having jurisdiction at our principal place of business in Basel always have, however not exclusive,

RETIS MATERIALS AG  
Immengasse 9  
CH-4001 Basel  
Switzerland

QS 2.2.09 Version 1 / 07-2026  
sales@retismaterials.com  
www.retismaterials.com

VALIANT BANK, CH-3001 Bern  
BIC: VABECH 22 / BLZ: 6300  
CHF: CH82 0630 0505 8687 2783 2  
EUR: CH91 0630 0505 8687 2466 3  
USD: CH60 0630 0505 8687 2784 0

# GENERAL PURCHASING TERMS RETIS MATERIALS AG



jurisdiction over all disputes arising out of this agreement. We are also entitled to initiate collection proceedings or other proceedings against the Supplier in any other place provided for by law.

CURRENT VERSION  
[www.retismaterials.com](http://www.retismaterials.com)

# GENERAL SALES & DELIVERY TERMS RETIS MATERIALS AG



## 1. GENERAL

The buyer acknowledges that our General Sales and Delivery Terms in their version as valid from time to time shall be the basis for all present and future contracts of the buyer with RETIS MATERIALS (seller). Deviations from these General Sales and Delivery Terms – in particular application of the purchasing terms of the buyer – require our explicit written confirmation.

## 2. CONTRACT

Offers made by us are not binding. The price information and technical specifications in our price lists and brochures are not binding provided nothing to the contrary has been agreed upon in writing. An order is deemed accepted only when confirmed by us in writing. If the buyer requests short-term delivery without our written confirmation and we agree therewith, the buyer agrees that the invoice, including the present General Sales and Delivery Terms, shall form the basis of the contract.

## 3. PRICES

All transactions shall be based on the freight, insurance, customs and tax rates valid at the time of the respective orders. Changes in these rates shall be charged / credited to the buyer's account.

## 4. TERMS OF PAYMENT

Payment shall be made within 30 days of the date of the invoice provided nothing to the contrary has been agreed upon. After expiration of the payment period, the buyer is in default without additional reminder and interest is due (3% over the 3-month SARON rate corresponding to the respective payment currency). The buyer is not entitled to offset such claims against alleged or proven counterclaims.

## 5. DELIVERY / DELIVERY PERIOD

Provided there are no explicit agreements to the contrary, partial shipments or partial deliveries are permitted. Each partial delivery or partial shipment shall be deemed to be a separate contract. Discrepancies in quantities of up to 10%, calculated on the basis of the entire quantity and not the individual partial quantities to be delivered, shall be permissible. For as long as the buyer is in arrears with a payment or its solvency is at risk, we are entitled to hold back further deliveries. Our additional claims shall remain unaffected thereby. Delivery terms or other information given on price lists, in brochures or orally shall not be binding. The sales confirmation alone shall be applicable. We agree to notify the buyer immediately in the case of a delay in contractually determined delivery terms (which are not to be deemed fixed deadlines unless so agreed upon in writing). In such a case, the buyer shall fix a reasonable extension of the time for delivery. The purchaser has no claim to compensation for damages or termination of the contract due to delayed delivery. In the case of a delay due to the fault of the seller, claims for damages shall be limited to 10% of the invoice value. Art. 11, below, remains reserved.

## 6. RESERVATION OF OWNERSHIP

Until receipt of the entire payment, the goods shall remain our property. The buyer authorizes us herewith to record the property rights when necessary to protect ownership.

## 7. PACKING MATERIAL

We do not take back packing and transport material unless a legal duty to do so exists. The buyer agrees to dispose of the packing material at its own expense.

## 8. WARRANTY

All information concerning suitability, processing and utilization of the products sold, technical consultation and other information is provided to the best of our knowledge and does not however release the buyer from the responsibility to make its own examinations and tests. Only that information expressly designated and confirmed as such in our sales confirmation shall be deemed guaranteed. The

# GENERAL SALES & DELIVERY TERMS

## RETIS MATERIALS AG



warranty period is 6 months from delivery. The buyer shall examine the delivered goods for defects in quality or functionality as soon as feasible in the usual course of business, at the latest however before processing; otherwise, the product is regarded as approved. In any case, claims are only allowed if they are made in writing and supported by proof within eight days following receipt of the goods – in the case of hidden defects, immediately after their discovery, at the latest however six months following receipt of the goods. After notification of the defects, we are entitled to examine the goods ourselves. Up to that time, the buyer shall provide access and proper storage. Our warranty is limited at our discretion to replacement, repair, or reduction of the price. Rejected goods may only be returned with our explicit consent. Additional guarantees and liabilities are excluded to the extent permissible by law, in particular for indirect and consequential losses such as lost profits, unrealized savings or third-party claims and, in particular, also for losses caused by our officers, employees or auxiliary persons utilized.

### 9. FORCE MAJEURE / CONTRACT INTERRUPTIONS

Interruptions of operations of the parties or of third parties, delays in delivery, failures of suppliers to deliver, lack of raw material or energy, interruptions in traffic, to the extent that such events were not foreseeable, as well as war, riots, strikes, lockouts, official orders and other cases of force majeure shall release the affected party from its obligations, in particular, the obligation to deliver or accept, as long as the interruption lasts and to the extent that it affects the party. If the delivery or its acceptance is thereby delayed by more than one month, buyer and seller shall agree on how to proceed. If no agreement is reached, then at the earliest after another month, appeal may be made to the competent court pursuant to Art. 11, below, which shall then decide.

### 10. IMPORT RESTRICTIONS, ETC.

The buyer shall obtain import or operating permits at his own expense and risk, provided nothing to the contrary has been explicitly agreed upon in writing. The buyer shall be liable for import restrictions and official regulations of a similar nature becoming effective after execution of the contract.

### 11. APPLICABLE LAW, JURISDICTION, COLLECTION PROCEEDINGS

Swiss law shall be applicable to the exclusion of the Convention of the United Nations on Contracts regarding International Sales of Goods dated April 11th, 1980 ("Vienna Sales Law"). The place of performance for all obligations shall be our principal place of business in Basel, provided that nothing to the contrary has been agreed upon expressly in writing. For buyers domiciled abroad, our principal place of business in Basel shall be the recognized place for debt collection proceedings. The courts at our principal place of business in Basel shall always have jurisdiction over disputes arising out of and in connection with this contract, provided that the parties have not expressly and in writing agreed to arbitration. We reserve the right to initiate debt collection or other proceedings against the buyer in any other place provided by law.

### CURRENT VERSION

[www.retismaterials.com](http://www.retismaterials.com)