

# General Terms of Conditions of Sale and Delivery Gremolith AG

(Status December 2022)

## 1. General

The present General Terms and Conditions of Sale and Delivery (GTSD) apply to all offers and deliveries, unless other agreements have been made in writing. Purchasing conditions of the buyer are only binding for Gremolith AG as far as they correspond to these GTSD or have been explicitly accepted in writing.

## 2. Offers

Offers are always subject to change. Orders are only considered accepted if they are confirmed in writing.

## 3. Obligation to Deliver

The written order confirmation is decisive for the execution of the order. Gremolith AG endeavors to comply with the ordered quantities. However, weight deviations of  $\pm 10\%$  are considered as customary in the industry and do not give grounds for complaints or invoice deductions.

## 4. Prices

All prices are net prices including packaging. Unless otherwise agreed, the transport costs will be charged to the customer. Any taxes and incentive taxes will be charged additionally.

## 5. Packages

Loaned containers remain property of Gremolith AG. They have to be returned in perfect condition immediately after emptying. The costs for this are borne by Gremolith AG. The customer is fully liable for all damages and soiling caused by wrong storage or improper handling. One-way containers are not taken back.

## 6. Terms of Payment

Unless otherwise agreed, invoices are payable 30 days after the invoice date without deduction. In case of default Gremolith AG is entitled to charge a default interest of 8% p.a..

## 7. Delivery

With the shipment of the goods, the risk is transferred to the recipient. Losses and damages during transport are at the expense of the recipient. Consignments must therefore be checked carefully and claims for compensation must be made to the transport company concerned.

## 8. Complaints

Claims for damages due to delayed delivery are excluded. In case of complaints accepted by Gremolith AG, we will replace the goods at our discretion, either by exchange or by taking back the goods. Gremolith AG excludes any liability as far as legally permissible. This exclusion of liability applies especially, but not exclusively, to direct or consequential damages, which were caused by the use of the goods purchased by the buyer to the buyer himself or to third parties. In case of liability, the liability amount is limited to the value of the goods. Any claim against Gremolith AG requires the customer to prove correct storage and handling of the goods. Furthermore, the liability is limited to the quality of the products according to the specification. A warranty for the suitability of the products for applications intended by the customer must be excluded.

## 9. Place of Performance and Jurisdiction

Place of performance and jurisdiction is Bazenhaid, municipality of Kirchberg, canton of St. Gallen. Swiss law shall apply.