

ALCOSUISSE AG GENERAL TERMS AND CONDITIONS OF BUSINESS

Except for any changes expressly acknowledged in written form by Alcosuisse AG (hereinafter referred to as "Alcosuisse"), our services and deliveries are subject to the conditions below, which also apply without further notification to all legal relationships with us. They override all conditions of the customer.

Offer/prices

The scope and other conditions of the order are agreed by the parties on a case-by-case basis and potentially recorded in writing by us via an order confirmation. All prices relate to the value of goods and are understood as net, usually including the standard transport costs. Any taxes, fees, duties and surcharges (e.g. VAT, spirits tax, mineral oil tax, VOC incentive tax, heavy goods vehicle charge (with the exception of bulk deliveries), ADR/SDR fee, express delivery surcharge, usage and rental fees for containers, analyses costs, etc.) are not included in the price for the value of goods and are charged separately according to the rates which currently apply.

The payment deadline is 30 days net after receiving our service, unless the order confirmation says otherwise. From the expiry of the payment deadline, the customer is automatically in arrears without any further notice. From this point in time, the customer is liable for interest on arrears of 5%. The right to further claims for damages remains expressly reserved. Additionally, we may request the immediate return of the goods without granting any further grace period. Retention, reduction or offsetting of the payment owed to use by the customer are excluded in any case.

Delivery/collection deadlines

Delivery and collection deadlines are only binding if they are expressly recorded by us accordingly in a written order confirmation.

If we or our external service providers are prevented from providing the delivery or service entirely or in part due to force majeure or events which have arisen without our doing or that we are not responsible for, the delivery or collection deadline shall be automatically extended by the duration of the impact plus an appropriate lead-in time. We are entitled to make part deliveries. Customer claims for damages are excluded.

If the customer is late accepting the ordered products, Alcosuisse may at its own discretion, either not deliver the products or, from the third day after the collection deadline, apply a surcharge to reflect additional expenditure (storage costs, handling costs, etc.). If Alcosuisse chooses not to deliver, it may either request compensation for any loss or damage resulting from non-delivery or withdraw from the contract.

Technical and chemical details/advice

With the exception of the binding specifications for our products within the scope of our warranty, all other technical and chemical details and similar, which we also produce and disclose in the scope of contract negotiations, regardless of whether they have been stipulated verbally or in writing, are provided without any guarantee in respect of their accuracy and neither constitute warranties of properties nor are they intended as any warranty of the suitability of a product for a specific purpose.

Unless we have concluded a corresponding written agreement with the customer, all advice given to the customer by us is provided on a voluntary basis and does not involve any contractual obligations. We assume no liability for the accuracy and consequences of such advice.

Delivery/despatch

Transport to and handling at the final destination are on a CIP basis (Incoterms 2020), unless something else is agreed. We shall only take out further transport insurance upon the customer's express request and at their cost.

Warranty/notification of defects

The customer is to check the goods immediately upon receipt. Any defects must be communicated to us immediately and in writing, otherwise the warranty rights of the customer are forfeited. This applies specifically, but not exclusively, if the customer has decanted the goods, processed them further or resold them, even though they have objected to them. Any liability for a specific intended purpose or processing result for the goods or in relation to any claims and property rights of third parties to the goods is excluded. In addition, it is assumed that the received goods will be handled and stored correctly, in compliance with any statutory and product-specific provisions and regulations. All warranty claims shall lapse in any case after one (1) year has passed after delivery of the goods concerned to the customer.

Complaints concerning deviations from specifications and/or associated quality defects must be accompanied by a half-litre sample of goods as well as a description of the complaint with values measured by the customer. If the goods involve defects for which we are responsible, we have the option of either reimbursing the customer the purchase price or delivering replacement goods. In each of these cases, the customer has to return the defective goods. Any further warranty rights of the customer are, as far as legally permissible, excluded. In any case, any other or further claims, specifically, but not limited to, those for compensation for direct or indirect loss or damage, financial losses, loss of profit, etc., are explicitly excluded.

Liability for slight negligence is excluded. This also applies to any auxiliary persons involved on our behalf. Any claims by the customer arising from an offence, false or incorrect advice, positive breach of the contract, pre-contractual liability, or in connection with an absence of intention when concluding the contract, as well as other claims not expressly named, are excluded.

Packaging/containers

In relation to the containers and tank wagons required by us for the provision of our services, the agreed arrangements shall apply on a case-by-case basis. In relation to the different container types, the following conditions also apply:

a) Rental containers

Rental containers are and remain the property of Alcosuisse and are made available to the customer for a usage fee with subsequent rental fee. The usage fee entitles the customer to use the containers rent-free during a defined number of days. After expiry of the rent-free period of usage, a rental fee shall be charged. A directory of the rental containers, the usage fees and the respective number of rent-free days as well as the rental fees to be applied can be obtained from Alcosuisse.

The transport costs for the return of empty containers to the respective operating site of Alcosuisse will be borne by Alcosuisse if the customer uses the freight papers made available by Alcosuisse. Self-collectors themselves pay for both goods collection and the return of the empty rental containers. All other expenses (haulage, weighing fees, etc.) are borne by the customer.

The customer also receives an updated directory at the end of the month listing the rental containers they have, with an invoice for the rental containers returned in the reporting month as appropriate.

The rental containers are to be used exclusively for the storage of the product put in them by Alcosuisse. Other uses are explicitly excluded. The customer is liable for any damage to the container which arises during the usage and rental period and shall indemnify Alcosuisse for the repair or replacement costs as well as any additional costs (e.g. cleaning) resulting from improper or abnormal use.

b) Disposable containers

If the customer re-uses disposable packaging for their own purposes, they must clean from the packaging our company emblem, trademarks, logos, names of specific goods, labels and similar or make these suitably unrecognisable.

c) Customer's own containers

The customer's own containers must comply with the ordinance on the transport of dangerous goods (RID/ADR), be duly inspected and still have a remaining authorisation period of at least 30 days. Alcosuisse reserves the right to adapt the fill levels of different transport containers to the applicable provisions relating to the ordinance on the transport of dangerous goods (RID/ADR).

If the containers show signs of reduced resistance, they are put through an internal leakage test by an Alcosuisse entity at the customer's cost. If the containers are damaged from corrosion, are rusty, dirty, contain foreign bodies, have an abnormal smell or the remaining authorisation period is less than 30 days, then they will be rejected as transport containers. Alcosuisse shall inform the customer and send the empty transport containers back. The transport costs arising from this shall be borne by the customer. Any cleaning of the transport container by Alcosuisse at the customer's will be duly invoiced.

Non-assignment clause/written form

The assignment of any customer claims arising from the business relationship with us requires our prior express consent.

Applicable law/place of jurisdiction

These terms and conditions of business as well as any orders relating to these terms and conditions of business or based upon them between Alcosuisse and the customer are governed by Swiss substantive law. The ordinary courts at the registered office of Alcosuisse ag are exclusively responsible for any litigation.

1. Januar 2021