

Conditions of Sale and Delivery

1. Scope

All offers, agreements, and deliveries shall be governed exclusively by these conditions of sale and delivery. Deviating provisions stipulated by the customer shall remain irrelevant to Wipf even they were not explicitly waived.

2. Offers, price lists

The prices stated in offers, price lists, catalogues, etc., issued by Wipf are indicative. Only contractually agreed prices and delivery conditions shall be binding.

3. Contract conclusion

Contracts are finalized when Wipf AG accepts the customer's order with an order confirmation. If the order confirmation does not match the order, the customer shall submit a complaint immediately. If a complaint is not received, the order confirmation shall be deemed contractually binding.

If, in exceptional cases, Wipf AG submits an offer designated as binding, the contact shall be deemed finalized when the offer is accepted by the customer. The offer shall then constitute the contract.

4. Prices

All prices quoted are exclusive of value-added tax. If applicable, the tax will be stated separately. The actually supplied quantity (cf. section 9) shall be invoiced.

The prices are based on the purchase prices for raw materials, auxiliary materials, wages, freight costs and duties that apply on the date when the contract is concluded. If such items change after the date of contract conclusion, Wipf AG shall be entitled to adjust its sales prices accordingly.

5. Delivery / storage

Orders intended for delivery in Switzerland shall be delivered to the specified destination by Wipf AG. If rail transport has been agreed, Wipf AG shall only be responsible for delivering the goods to the carrier and for paying for carriage. In the case of international deliveries, Wipf AG shall comply with the Incoterms 2010 rules unless otherwise agreed with the customer. Special transports shall be invoiced at cost.

Storage shall be provided for the duration agreed upon in the order confirmation. After the end of the agreed storage period, Wipf AG shall be entitled to invoice the goods and continue storing the goods at the customer's expense if further storage has been agreed.

6. Packing

Outer cartons, folding boxes and non-returnable packaging are included in the price. Special crates, pallets, covering boards, etc. are invoiced at cost unless they are returned or exchanged upon delivery. They will be taken back at the full price if they are returned in perfect condition within a period of one month.

7. Delivery period

The delivery period pursuant to the order confirmation is merely indicative of the actual time of delivery or handover to the carrier.

The delivery period shall be extended by a reasonable period of time if the customer does not fulfil its cooperative responsibilities in due time.

8. Delivery delays attributable to Wipf AG

Rights originating from delayed deliveries cannot be claimed before an adequate extension has been granted. In the event of operational disruptions or other unexpected events at Wipf AG, delayed deliveries by suppliers, and in case of force majeure, the delivery period shall be extended accordingly.

Claims for damages due to delayed deliveries will be accepted only in the event of intent or gross negligence on the part of Wipf AG. Claims for indirect consequences such as lost profits, downtime, etc., shall not be accepted.

9. Over- and underdelivery

Dependent upon the use of different raw materials, we must reserve the right to make the following over- and underdeliveries:

20,000 sqm or more	10 %
5,000 sqm or more	20 %
5,000 sqm or less	50 %

10. Quality

Wipf AG guarantees that its products are free of defects according to customary industry tolerances.

11. Complaints

Defects that are discernible in the course of regular inspections of incoming goods must be communicated to us in writing within 14 days after receipt. Hidden defects shall be communicated immediately. Otherwise, Wipf AG shall not be held liable.

In the event of a timely and justified complaint, Wipf AG shall provide replacements or refunds for defective goods at its own discretion. Claims for damages shall be accepted only if Wipf AG acted intentionally or in gross negligence, and only direct damages will be covered. All other warranty claims are waived. All warranty claims expire six months after delivery of the goods to the destination.

12. Printing originals

Drafts, originals, stereotypes, tools, embossing and printing cylinders as well as extensive sampling work will be charged extra. Such resources shall in every case remain the property of Wipf AG and will be held in safekeeping for a period of one year after they were last used commercially on behalf of the customer.

13. Intellectual property rights

The customer shall be solely responsible for the violation of third-party rights and shall hold Wipf AG harmless with respect to any infringement and violation thereof.

14. Recommendations and advice

Recommendations and advice regarding the usage and treatment of its products are submitted by Wipf AG to the best of its knowledge. Since Wipf AG has no insight into the individual needs of its customers, no liability can be accepted for recommendations and advice. In particular, Wipf AG cannot guarantee that the goods are suitable for the applications intended by the customer. In all cases, Wipf AG shall be liable only if it has submitted a written warranty. The warranty shall be governed by the provisions set forth in section 11.

15. Terms of payment

Invoices shall be payable net within 30 days after they were issued. Collection or remittance expenses shall be borne by the customer.

In the event of delayed payment, Wipf AG shall be entitled to charge interest on arrears amounting to the current account credit rate agreed with its house bank.

The customer may only offset payments against amounts owed if the counterclaim has been legally endorsed by Wipf AG.

16. Applicable law

The Swiss Code of Obligations or, in international relationships the Vienna Convention, and to the extent quoted, the Incoterms 2010 shall apply.

17. Place of fulfilment and place of jurisdiction

The place of fulfilment is Volketswil. The place of jurisdiction is Zürich.

Volketswil, January 2011