

General Terms and Conditions of Sale and Delivery

Ivers-Lee AG



- 1. Scope of application:** These General Terms and Conditions of Sale and Delivery (hereinafter GTC) of Ivers-Lee AG exclusively apply to the conclusion, content and execution of contracts relating to the deliveries, services and goods offered by Ivers-Lee AG. These GTC constitute an integral part of all contracts between Ivers-Lee AG and its clients (customers). This is also applicable to all future deliveries, services or offers to the client, even if they are not separately agreed again. Terms and conditions of the client or third parties are not recognized by Ivers-Lee AG. As a result, they do not apply, unless Ivers-Lee AG has expressly agreed to the client's or third party's terms and conditions in writing. These GTC shall also apply if Ivers-Lee AG executes the delivery to the client without reservation, in the knowledge that the client's terms and conditions conflict with or deviate from these GTC.

Ivers-Lee reserves the right to amend the GTC. Each order is subject to the currently valid version of the GTC at the time of the order and available on the Ivers-Lee website.
- 2. Unless otherwise agreed in writing, offers** are valid for 3 months from the date of issue of the offer. Orders placed by the client are only considered as having been accepted after a written order confirmation from Ivers-Lee AG (conclusion of the contract). Ivers-Lee AG's order confirmation and any supplements are decisive for the scope and execution of the agreed service. A surcharge will be levied for urgent work if this requires rescheduling.
- 3. Prices** are valid for deliveries ex works, plus the applicable statutory VAT and excluding packaging costs, and payable 15 days from the invoice date, strictly net, without discount, unless otherwise agreed in writing.

Freight, postage, insurance and other shipping costs are not included in the price.

Ivers-Lee AG reserves the right to demand advance payment for all services in justified cases, for example if the client is in default of payment.
- 4. Delivery deadlines** are non-binding. If the binding nature of the delivery deadline has been explicitly agreed in writing, it shall be considered having been met when the goods are ready for shipment at the Ivers-Lee AG factory. In the event of late delivery, regardless of the reason, the client is not entitled to withdraw from the contract, cancel orders placed or assert claims for damages. Agreed deadlines for the delivery of the goods to be provided (customer goods) must be stringently complied with. In the event of late delivery of customer goods or late acceptance of the delivery by the client (default of acceptance by the client), Ivers-Lee AG is entitled to release the reserved production capacity and use it for other purposes. The client is also fully liable for all resulting consequences and damages.
- If a fixed delivery date has been agreed in writing, the client must, in the event of delay, grant Ivers-Lee AG a reasonable grace period of at least 2 weeks. If Ivers-Lee AG also fails to comply with this grace period, the client is entitled to withdraw from the contract, unless the delivery deadline cannot be met due to force majeure (such as operational disruptions, delays in the delivery of essential materials, strike, official orders, pandemic/epidemic, etc.). In this event, it shall be extended accordingly, and the client shall not be entitled to withdraw from the contract. If delivery becomes impossible due to force majeure, Ivers-Lee AG shall be released from its obligation to perform, without liability for damages.
- 5. Deliveries** are made ex works of Ivers-Lee AG, unless otherwise agreed in writing. Freight, packaging, insurance and other shipping costs for advance deliveries requested by the client as well as partial deliveries to several recipients will be charged additionally.
- 6. Liability and insurance:** Customer goods (i.e. goods that are to be provided by the client) of all kinds must be insured by the client itself. This applies both to the outward/return transportation and to the storage of customer goods at Ivers-Lee AG.
- 7. Place of fulfillment as well as benefit and risk:** The place of fulfillment is the place where the goods are handed over to the shipping agent (usually at the Ivers-Lee AG plant). Benefit and risk are transferred to the client at the time of handing over the goods at the place of performance.
- 8. Packaging:** Cartons, boxes, crates etc. will be charged. This is disposable packaging which Ivers-Lee AG cannot take back or reimburse. In the case of delivery by weight, gross applies to net.

Pallets: for reasons of safety and hygiene, all goods are delivered on new, unused standard disposable pallets with IPPC logo type ISPM 15. Special pallets are used at the customer's request. The pallets will be invoiced.
- 9. We reserve the right to deliver up to 10% more or less** than the quantity stated in the order confirmation and the client must tolerate this. This applies both to the complete final quantity and to individual partial deliveries. Similarly, minor, unavoidable deviations in packaging material and printing (shade, weight per m², strength properties) are permissible in all cases, provided they do not exceed the customary level.
- 10. Good to print:** Subsequent changes (made after "good to print") will be charged separately according to the time required. The client alone is responsible for the legal conformity of the text.

11. **Defects and complaints** that are recognizable during the proper incoming goods inspection must be reported in writing by the client within 8 working days of receipt of the delivery, otherwise the delivery shall be deemed approved. Defects that were not recognizable upon acceptance and proper inspection (hidden defects) must be reported in writing immediately after their discovery. The moment at which any defects were recognizable to the client shall be deemed equivalent to discovery. Warranty claims for hidden defects shall, in any case, expire 12 months after handover of the delivery. The burden of proof for compliance with the inspection, complaint and limitation periods lies with the client. Under no circumstances (not even when asserting warranty claims) shall the client be entitled to withhold payments or make deductions from the invoice. Rejected deliveries must be retained unchanged and only returned in accordance with special instructions or the specifications of Ivers-Lee AG. If there is a defect or in the case of complaints that are demonstrably owing to the fault of Ivers-Lee AG, the client must give Ivers-Lee AG the opportunity to rectify the defect. All other claims (such as reduction, rescission, replacement by third parties) are excluded. Any liability for damages on the part of Ivers-Lee AG owing to defects, in particular for direct and indirect consequential damages (such as loss of profit) is excluded, insofar as there are no mandatory legal provisions to the contrary. Ivers-Lee AG's liability for negligence is expressly excluded to the extent permitted by law.
12. **Residual material:** Ivers-Lee AG purchases material so as to be able to pack bulk to the extent of 105% of the quantity ordered. Residual material that remains after the order has been fulfilled (packaging completed) will be invoiced to the client after a period of 90 days, provided that no further order is placed for which the remaining packaging material can be used. The client will also be invoiced in the same way for material quantities that are higher than the required quantity due to minimum order quantities from suppliers. If the client does not call off the invoiced remaining material within 30 days of the invoice being issued, it will be destroyed at the client's expense and without further notice.
13. The client does not acquire any rights of any kind (e.g., ownership) to these items/objects by paying a share of the costs for **tools, drawings, printing rollers, clichés**, etc. They remain the property of Ivers-Lee AG in all cases. They shall in any case remain the property of Ivers-Lee AG.
14. **Weight and volume tolerances:** Unless specifically stated in the order confirmation, the tolerances contained in the ... are binding. The prerequisite is a consistency per batch of the specific weight within +/- 5%.
15. Ivers-Lee AG accepts no responsibility, i.e. no liability and no guarantee/warranty, for the **suitability of the packaging material** (wrapping material, cardboard, etc.) or the type of packaging for a specific product.
16. **Delivery and storage of third-party material (customer goods):** Delivery of the goods to be packaged and any ingredients must be made, carriage paid, to the client's domicile and must be notified to us at least 3 working days in advance. Ivers-Lee AG will store filling goods, packaging materials, semi-finished and finished products etc. for the client for a maximum of 30 days without charge. After 30 days, storage will be subject to a charge. The risk and danger of the delivered goods remain with the client at all times and in all cases.
17. **Sampling:** Manually produced samples will be handed over to the customer on request and against payment.
18. **Special precautions:** If a product requires special precautions for itself or towards people and the environment during storage, processing, etc., the client is obliged to inform Ivers-Lee AG of this fact, without being asked, when placing the order. Ivers-Lee AG accepts no liability in this regard. Unless otherwise agreed in writing with Ivers-Lee AG, the client undertakes to deliver to Ivers-Lee AG only approved products that are not in quarantine.
19. **Written definition of responsibility:** For pharmaceutical preparations in particular, a mutual written agreement between the client and Ivers-Lee AG regarding the delimitation of responsibility must be reached before executing the order. If no such agreement is reached, Ivers-Lee AG is entitled to withdraw from the order. In this case, the client must reimburse Ivers-Lee AG for the costs and expenses incurred up to that point
20. **Additional costs**, which arise in connection with the order but have not been quoted are shown and invoiced separately.
21. **Quality control:** Unless otherwise agreed in writing, the quality control of Ivers-Lee AG shall be authoritative.
22. **Creditworthiness:** The creditworthiness of the client is a prerequisite for the acceptance and execution of an order. If, after conclusion of the contract, Ivers-Lee AG has doubts about the creditworthiness, liquidity, etc. of the client, Ivers-Lee AG is entitled to demand securities or advance payment of the total amount, to revoke any authorizations for partial payments or to withdraw from the contract completely, without the client being able to make any claims. Lack of creditworthiness is deemed to exist without further ado if the client does not pay a due invoice within the deadline despite a reminder
23. **Unforeseen difficulties** (e.g., of an economic or military nature or as a result of force majeure) which force Ivers-Lee AG to adapt production and deliveries to the changed circumstances shall release Ivers-Lee AG from compliance with the obligations entered into and from any liability for damages. The same shall also apply if the goods delivered by the client (filling materials, packaging materials, etc.) have a different technical specification to the order and order confirmation or sample.
24. **Default of payment:** If the client defaults on payment, default interest shall be owed in accordance with the

Swiss Code of Obligations (OR) (currently 5% per year). If the client defaults on payment, Ivers-Lee AG is entitled, in addition to the statutory consequences of default, to withdraw from the delivery obligations entered into and other contractual provisions without further ado. Should the client fail to comply with the contractual or payment terms or become insolvent, Ivers-Lee AG is entitled to suspend all credits granted and to demand immediate payment of the full amount, regardless of the original due date.

25. **Retention of title:** The delivery items remain the property of Ivers-Lee AG until all claims to which Ivers-Lee AG is entitled against the client have been fulfilled.
26. **Exclusion of further liability:** In the event of client claims arising from or in connection with the contract or its improper performance, the total amount of such claims shall be limited to the price paid by the client. Under no circumstances shall the client be entitled to claim compensation for damages that have not occurred to the goods themselves, such as loss of production, loss of use, loss of orders, recall costs, loss of profit or other direct or indirect damages. Liability for compensation for third-party claims asserted against the client is also excluded.
This exclusion of further liability on the part of Ivers-Lee AG also applies to auxiliary persons of Ivers-Lee AG.
27. **Severability clause:** Should any provision of these GTC be legally ineffective, invalid or unenforceable, this shall not affect the effectiveness or validity of the remaining provisions. The contracting parties undertake to replace the ineffective, invalid or unenforceable provision with a provision whose content comes closest to the original intention. The same procedure shall apply in the event of a loophole.
28. **Place of jurisdiction:** The exclusive place of jurisdiction is at the registered office of Ivers-Lee AG, whereby Ivers-Lee AG also has the right to sue the client at its registered office. The language of the proceedings is German, insofar as the court permits this.
29. **Applicable law:** All disputes arising from the contract between Ivers-Lee AG and the client (including these GTC) shall be governed exclusively by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Sales Convention).