GENERAL CONDITIONS OF CONTRACT OF JANSEN AG

1. Formation of contract
The contractual liability of Jansen AG only arises after written confirmation has been provided by Jansen AG. Agreements differing from this written confirmation require the written approval of Jansen AG.

These general conditions of contract (GCCs) apply for the processing of all of our goods deliveries and the provision of the related services to companies. Any conditions of the buyer that contradict or deviate from our GCCs require our express written consent in order to be valid. Our GCCs shall also apply if we perform unconditional delivery to the buyer whilst being aware of contradictory or deviating conditions of the buyer.

2. Passing of risk and transport damage
All deliveries are made at the expense and risk of the buyer. To the extent permissible by law, Jansen AG excludes all liability for damage which arises in connection with carriage of the goods, including if the damage has been caused by auxiliary persons.

All liability is excluded for accidents that occur when loading or unloading the products of Jansen AG, or in connection with aids, such as belts, ropes, binding wire, etc.

3. Delivery and impairment of performance
The period for delivery begins on the date of definitive and full confirmation of the order. The delivery period re-commences if Jansen AG agrees to subsequent alterations. Jansen AG accepts no liability in relation to any delay in delivery nor for any accident. Delays in delivery neither entitle the buyer to withdraw from the contract nor to claim damages.

In these GCCs, force majeure shall include any and all unforeseeable events in the service provision processes of Jansen AG, or third parties with which it has a contractual relationship, which could cause the provision of services to be disrupted (delayed, rendered impossible or more difficult, etc.). This includes acts of state with the same or similar repercussions (e.g. import and export bans, increases in duties, changes to permit practices).

Force majeure events include, in particular, natural phenomena of a certain severity (earthquakes, volcanic eruptions, water shortage etc.), wars, acts of terrorism, boycotts, lockouts, authorised/unauthorised strikes, shortage of raw materials, epidemics and other serious incidents and their consequences in the locality of the business premises of Jansen AG or of third parties with which it has a contractual relationship.

In the event of such impairment of performance, Jansen AG is (i) released from the service obligation without compensation if performance is impossible or entitled, (ii) in case of default or (iii) in the event of disproportionate impediment to the performance, to propose a new delivery date to the buyer for the former and a new offer for the latter, and to withdraw from the contract in the event that these proposals are rejected. Should Jansen AG's service provision be disrupted in any other way, the legal consequences of (iii) above shall apply.

Should similar events (force majeure, acts of state or other circumstances) cause the buyer's demand or interest to change, they will still be obliged to make full payment to Jansen AG, regardless of their predictability or fault on the part of the buyer. The parties are entitled to make other arrangements, to be agreed between them on an individual basis.

4. Buyer's duty to inform
The buyer has a duty to inform Jansen AG of any official provisions or legal standards that apply or may apply to the delivery or use of the goods that have been ordered or are due to be delivered.

This duty to inform includes in particular specifications regarding the properties and use of the ordered goods, official regulations, general or specific police regulations, safety regulations, specifications regarding prohibited substances, etc.

In the event of claims that arise from the violation and disregarding of the duty to inform, Jansen AG accepts no liability.

5. Warranty, duty to inspect and give notice of defects
The goods are to be inspected immediately by the buyer or recipient. All warranty liabilities of Jansen AG are excluded if the inspection is not carried out or if defects found are not notified to Jansen AG within eight days following receipt of the delivery.

The warranty given by Jansen AG is limited to replacement free of charge or, at its own discretion, repair of parts free of charge which are acknowledged by Jansen AG to be defective. All other warranty claims by the buyer are excluded.

6. Prohibition of set-off
The buyer may not withhold payments due or offset such payments against alleged counter claims.

7. Reservation of ownership
The goods delivered remain the property of Jansen AG until full payment has been made, including all ancillary claims. It may arrange for the reservation of ownership to be registered. The buyer must notify Jansen AG immediately if the goods are seized by a third party or an encroachment is otherwise made on the rights of ownership of Jansen AG. The proceeds received in the event of re-sale are deemed to be surrendered in advance to Jansen AG notwithstanding further claims by Jansen AG.

8. Drawings and tools
Jansen AG reserves the right of ownership and copyright to drawings, sample books, brochures and other documentation. These may not be duplicated or made accessible to third parties. Tools and similar items for which the buyer has assumed proportionate costs also remain the property of Jansen AG. Jansen AG may dispose of the tools without giving prior notice on expiry of two years from the date of the last delivery.

9. Advice
All sketches, drawings, brochures and other designs, processes and ideas proposed by Jansen AG are given to the buyer for examination without obligation. It is the buyer’s responsibility to ensure by manufacturing prototypes or by taking other suitable measures that these designs, processes and ideas are suitable for the buyer’s purposes and that no industrial property rights, standards or regulations are infringed by their use. The liability of Jansen AG for such proposals and advice is expressly excluded.

10. Severability clause
Should individual provisions of these GCCs be or become invalid and/or ineffective, in full or in part, (e.g. due to contradictory GCCs [Battle of the forms]), the validity and/or effectiveness of the remaining provisions or parts of such provisions will remain unaffected.

Should individual provisions be invalid or ineffective, or should these GCCs be incomplete, the parties shall endeavour to reach a mutual solution before bringing the matter before a court.

11. Applicable law and place
Applicable law and place of jurisdiction
The contractual arrangements of the parties are subject to Swiss law, excluding the conflict-of-laws provisions and the Vienna Convention on the International Sale of Goods. The ordinary courts at the place where Jansen AG has its registered office (in Switzerland) shall be competent for decisions concerning any disputes arising from or in connection with the contractual relationship of the parties. Jansen AG reserves the right to commence proceedings against the buyer at the buyer’s domicile.

12. Binding original text
Should differences arise between the German version of the GCCs and that in another language, the original German text shall apply in all cases.