

Terms and Conditions for Delivery and Payment

1. Scope

- 1.1 These Terms and Conditions for Delivery and Payment apply exclusively to businesses (Customers). They do not apply to consumers.
- 1.2 We perform all our deliveries and services exclusively subject to these Terms and Conditions for Delivery and Payment. We do not acknowledge conflicting, deviating or supplementary terms and conditions of the Customer, unless we have expressly agreed in writing on their validity.

2. Quotation and order

- 2.1 Our quotations shall be non-binding and subject to change, unless they are expressly agreed as a binding quotation.
- 2.2 A quotation shall only become binding upon our written or text-form order confirmation, which can also be effected by sending an invoice together with the goods. The content of the order is governed exclusively by our order confirmation. If the Customer has objections to the content of the order confirmation, it must object to the order confirmation immediately. Otherwise, the contract shall come into effect in accordance with the order confirmation.

3. Prices and payment

- 3.1 The prices specified in the order confirmation shall be decisive. These shall apply to the individual order only and not to follow-up orders. Unless otherwise agreed, our prices shall apply ex works, including commercial packaging. In particular, transport costs, insurance, customs duties and statutory value added tax (VAT) are not included and will be charged separately.

4. Offsetting and retention

The Customer may only offset claims against undisputed or legally established counterclaims. The Customer shall only be permitted to assert a right of retention if it is based on the same contractual relationship and is undisputed or has been finally determined by a court of law.

5. Delivery

- 5.1 The risk of accidental loss and the accidental deterioration of the goods shall be transferred to the Customer upon handover, or in the case of shipment upon the delivery of the goods to the carrier. Insurance shall only be taken out on the special request and at the expense of the Customer.
- 5.2 If we choose the shipping method, the transport route or the carrier, we shall only be liable for the intent or gross negligence with regard to the selection.
- 5.3 Invoiced packaging must be paid for together with the goods. Loaned packaging shall be deemed to be loaned free of charge, unless otherwise agreed. It must be returned to us free of charge and in good condition within six weeks from the date of shipment. The transport risk for sending and returning the loaned containers shall be borne by the Customer. After expiry of the six weeks, we reserve the right to charge a customary fee for use. Our loaned returnable packaging may not be used for other purposes. The Customer shall be liable for the careful and proper handling of our loaned returnable packaging with the due care of a prudent businessman. The return shipment of packaging shall be at the risk of the Customer. It must be reported to us at the same time.
- 5.4 Unless expressly agreed otherwise in writing, our delivery dates and delivery periods are always non-binding. If delivery periods are exceptionally agreed as binding, the Customer may withdraw from the contract due to expiry of the delivery period only after having granted us a reasonable grace period with notice of refusal and if the delivery has not been made within such grace period. This shall not apply where the setting of a grace period is dispensable pursuant to Section 108 of the Swiss Code of Obligations.
- 5.5 If we are in default of delivery, we shall be liable for damages resulting from intent or gross negligence. In the event of slight negligence, our liability for damages caused by the delay shall be limited to compensation of 0.5% of the price of the affected part of the delivery per completed week of delay up to a maximum of 5% of the price for the part of the delivery that could not be put to its intended use due to the delay. Furthermore, in cases of slight negligence we shall only be liable for damages from the time a reasonable grace period set by the Customer has expired without success.

6. Reservation of self-delivery, force majeure

- 6.1 If, for reasons for which we are not responsible, we do not receive deliveries or services from our sub-suppliers for the performance of our owed deliveries or services, or if we do not receive such deliveries or services properly or in a timely manner, or if events of force majeure of a significant duration (i.e. with a duration of longer than 14 calendar days) occur, we shall inform the Customer in a timely manner in writing or in text form.

In the event of obstacles of temporary duration, the delivery or performance periods shall be extended or postponed by the period of the obstacle plus a reasonable start-up period, even if the delivery periods have exceptionally been agreed as binding. We shall be entitled to withdraw from the contract in whole or in part due to the part not yet fulfilled, insofar as we have complied with our aforementioned duty to inform and have not assumed the procurement risk or a delivery guarantee.

If the delivery or service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the Customer.

Force majeure shall be deemed to include, for example, war, earthquakes, floods and other catastrophes, insofar as we are not responsible for the impediment to delivery, in each case at our premises or those of our suppliers.

Epidemics, pandemics, diseases or quarantine, strikes, lockouts, official interventions, shortages of energy and raw materials, transport bottlenecks or obstacles through no fault of our own, operational obstacles through no fault of our own – e.g. due to fire, water and machine damage – and all other obstacles which, viewed objectively, were not culpably caused by us shall be deemed equivalent to force majeure.

- 6.2 If, in exceptional cases, a delivery date or a delivery period has been agreed as binding, and if the agreed delivery date and the agreed delivery period are exceeded due to events pursuant to Section 6.1, the Customer shall be entitled to withdraw from the contract in respect of the part not yet performed after a reasonable grace period has expired without result. Further claims of the Customer, in particular for damages, are excluded in this case to the extent permitted by law.
- 6.3 The above regulation in Section 6.2 shall apply accordingly if, for the reasons stated in Section 6.1, it is objectively unreasonable for the Customer to continue to hold on to the contract even without a contractual agreement on a fixed delivery date. If the impediment to deliver lasts for more than four weeks, we shall be entitled to withdraw from the contract in cases in accordance with Section 6.1.

7. State of limbo after the grace period

If we fail to perform a service owed by us, or fail to perform it in accordance with the contract, and the Customer has therefore granted us a reasonable period for performance or supplementary performance, the Customer shall, immediately upon expiry of such period, inform us whether it still requires performance or supplementary performance or whether it refuses the same. If the Customer does not respond to our request within one week of receipt, it shall be deemed that we remain entitled to provide the service or supplementary performance. We shall expressly draw the Customer's attention to this legal consequence in the formal request.

8. Examination and notification of defects

- 8.1 The Customer must check every delivery for completeness and damage to the packaging upon receipt. Complaints must be sent to us immediately in text form. In the event of apparent transport damage, the Customer shall immediately arrange for a damage report to be prepared by the carrier or freight forwarder.
- 8.2 The Customer shall be obliged to inspect the delivered goods immediately upon receipt and to notify us in text form without undue delay of any apparent defect. The obligation to conduct an examination and report defects shall also extend to deviations in quantity and identity. Concealed defects must be reported immediately after their discovery in text form.

9. Material defects and limitation period

- 9.1 If there is a defect for which we are responsible, we shall be entitled to provide supplementary performance by removing the defect or delivering defect-free goods at our discretion. If supplementary performance is refused by us, if it has failed or is unacceptable for the Customer, the Customer may assert the additional statutory rights. The arrangements under Section 10 of the present Terms and Conditions shall apply to claims for compensation on account of defects.
- 9.2 The Customer must provide us with the necessary time and opportunity to undertake all the rectifications and replacement deliveries which appear necessary; otherwise, we shall be exempt from liability for the resulting consequences. Only in urgent cases, in which there is a risk to life or limb or to avert disproportionate further damage, the Customer shall be entitled to remove the defect itself or have it removed by third parties and to request reimbursement of the necessary expenditure from us.
- 9.3 Claims for defects on the part of the Customer, including claims for compensation, which are based on a defect, shall lapse within twelve months after delivery of the goods to the Customer.
- 9.4 We shall bear the expenditure necessary for the purpose of the examination and the supplementary performance if there really is a defect. Otherwise, the Customer must reimburse us for the costs which have arisen from the unjustified request for the rectification of a defect.

10. Compensation for damages

- 10.1 We shall be liable for compensation for damages, irrespective of the legal basis, only in the event of intent and gross negligence. In the event of slight negligence, we shall be liable only for damages resulting from the breach of material contractual obligations (i.e. obligations whose performance is essential for the proper execution of the contract and whose compliance the Customer may generally rely); in this case, our liability shall be limited to compensation for foreseeable, typically occurring damages.
- 10.2 The aforementioned limitation of liability shall not apply to claims arising from the Swiss Product Liability Act, in the event of the assumption of a warranty by us and in the event of physical injury, loss of life or damage to health.
- 10.3 As far as we – outside of offers, confirmation letters, product specifications and/or product sheets – make available to the public or provide to Customers or third parties information and/or recommendations regarding the use and/or process of our products, such information and/or recommendations shall be non-binding, unless agreed otherwise in writing. The Customer is obliged to independently review such information from both a technical and legal perspective prior to its use. Any remaining liability for damages shall be subject to Sections 10.1 and 10.2 of these Terms and Conditions.

Terms and Conditions for Delivery and Payment (2)

11. Retention of title

- 11.1 We retain title to all goods delivered by us until all claims arising from the entire business relationship have been paid in full. Goods subject to our retention of title are hereinafter referred to as "retained goods". We are entitled to register the retention of title in the retention of title register at the Customer's place of business in accordance with Article 715 of the Swiss Civil Code. The Customer is obliged to assist us in the registration of the retention of title.
- 11.2 The Customer is entitled to resell the retained goods in the ordinary course of business; however, the Customer hereby assigns to us all claims in the amount of the final invoice value (incl. VAT) arising from the resale against its customer or third parties and undertakes to take all actions necessary in this regard. If the Customer includes the claims arising from a resale of the retained goods in an existing current account relationship with its customer, the Customer undertakes to assign to us the current account claim in the amount of the balance and to take all necessary actions in this regard; the same shall apply to the causal balance in the event of the insolvency of the Customer. The Customer is authorized to collect the assigned claims even after they have been assigned if we do not revoke this authorization in accordance with the provisions below.
- Our right to collect the receivables ourselves shall remain unaffected by this; however, we undertake not to collect the claims as long as the Customer duly complies with its contractual obligations, in particular as long as the Customer is not in default of payment. A transfer by way of security or pledging are not covered by the Customer's authority to sell the goods and are thus impermissible.
- 11.3 In the event of conduct on the part of the Customer that is contrary to the contract, especially in the event of a default of payment, we shall be entitled to revoke the authority to resell the goods and to take back the retained goods or to demand the assignment of the Customer's rights to recover possession from third parties; the Customer shall be obliged to return the goods; a right of retention may not be asserted against this right to recover possession. Our demand for the return of the goods does not require a grace period to be set in advance. Subject to the conditions which entitle us to revoke the Customer's authority to resell the goods, we may also revoke the authorization to collect the receivables and demand the Customer discloses the assigned receivables and their debtors to us, provides all the information that is necessary for the collection, hands out the associated documents and informs the debtors of the assignment.
- 11.4 The processing or restructuring of the retained goods by the Customer shall always be undertaken for us. If the retained goods are processed with other items which do not belong to us, we shall acquire joint ownership of the new goods in accordance with the ratio of the end amount charged by us for the retained goods incl. VAT to the invoice end amounts of the other processed goods.
- In other respects, the same shall apply to the goods created as a result of the processing for the retained goods. The buyer shall receive an expectant right to the goods created as a result of the processing in accordance with his expectant right to the retained goods.

- 11.5 If the retained goods are inseparably mixed or combined with other goods which do not belong to us, we shall acquire joint ownership of the new goods in accordance with the ratio of the end amount charged by us for the retained goods incl. VAT to the invoice end amounts of the other mixed or combined goods. If the mixing or combining took place in such a way that the Customer's goods can be regarded as the main goods, it shall be deemed to be agreed that the Customer shall transfer joint ownership to us on a pro rata basis. The Customer shall keep the goods owned in sole ownership or joint ownership for us at no cost.
- 11.6 In the event of the resale of our retained goods after processing or restructuring, the Customer undertakes to assign to us by way of security its claims for remuneration in the amount of the final invoice value incl. VAT, and to take all necessary actions in this regard.
- If, due to the processing or restructuring or the mixing or combining of the retained goods with other items not belonging to us, we acquire only co-ownership in accordance with Sections 11.4 or 11.5 above, the Customer's claim for payment shall be assigned to us only in proportion to the ratio of the final invoice value incl. VAT, charged by us for the retained goods to the final invoice values of the other items not belonging to us. In other respects, Sections 11.2 and 11.3 above shall apply to the assigned claims.
- 11.7 If the retention of title or the assignment is not valid under the foreign law in the territory where the delivery of the retained goods takes place, the security which corresponds to the retention of title and the assignment in this legal territory shall be deemed to be agreed. If the cooperation of the Customer is necessary for the creation of such rights, the latter shall be obliged, at our request, to take all the measures which are necessary for the establishment and maintenance of such rights.

12. Place of jurisdiction, place of performance, applicable law

- 12.1 The place of performance for all obligations arising from or in connection with the contractual relationship, in particular for delivery and payment, shall be the registered office of our company.
- 12.2 The place of jurisdiction for all legal disputes arising from or in connection with the contractual relationship, including disputes regarding its existence and validity, shall be the registered office of our company. However, we may also bring an action at the Customer's place of business at our discretion.
- 12.3 The contractual relationship shall be exclusively subject to Swiss law. The application of the UN Convention on the International Sale of Goods (CISG) shall be excluded.

13. Language and Prevailing Version

This English version of the Terms and Conditions is a translation of the German version. In the event of any discrepancies or inconsistencies, the German version shall prevail.

APECX SWISS AG

January 2026

Code list

ME* = quantity unit

01 = pc; 02 = kilogram; 03 = 100 kilograms; 04 = tonne; 05 = gram; 06 = litre; 07 = metre; 08 = centimetre; 09 = °Sag; 10 = kWh; 11 = hour

PE* = price unit

1 = per kilogram; 2 = per 100 kilograms; 3 = per tonne; 4 = per pc; 5 = per °Sag; 6 = per hour; 7 = per metre; 8 = per centimetre; 9 = per gram; 10 = per litre; 11 = per kWh

VAT* = value added tax