

General Terms and Conditions of Iscador AG Switzerland

Section 1 General information

Our deliveries and services are performed exclusively in accordance with our General Terms and Conditions. If a provision of these General Terms and Conditions should be ineffective the remaining provisions shall remain unaffected by this. These provisions apply to consumers, entrepreneurs or both (hereinafter called buyer(s)).

The current version of the General Terms and Conditions is always the valid version, which can be found online at www.iscador.com/agb. It replaces all previous versions. A printed copy of the version valid at the time of the award of contract and the order date, stating the respective status, can always be requested from Iscador AG.

Iscador AG is entitled to change the General Terms and Conditions in the event of new developments, changes in jurisdiction and other valid reasons. These are always valid for every subsequent award of contract and order and delivery (new contracts) after their publication online at www.iscador.com/agb. The procedure for ongoing contracts is governed by general law.

Upon the award of the contract and the order the valid version of the General Terms and Conditions which are pointed out to the purchaser in the event of interim updates, is recognised insofar as nothing else was expressly agreed upon prior to this in writing. Conflicting or differing terms and conditions of purchase of the buyer shall only become part of the contract after Iscador AG has provided its written consent.

Section 2 Offer, award of contract, prices

Our offers are subject to change. Orders by the buyer as well as other agreements and assurances shall only be effective and binding once we have issued our confirmation in writing. If the creditworthiness of the buyer is reduced, the seller reserves the right to cancel the contract. Our deliveries and services are performed on the basis of the respectively valid pricelists. Unless otherwise stated, all the prices quoted are as a general rule in euros (CHF) excluding statutory VAT. Standard delivery of merchandise is performed as a package within Switzerland. Orders exceeding an order value of CHF 200.00 shall be delivered free of charge.

A minimum quantity surcharge of CHF 25.00 shall be charged for orders under CHF 200.00.

Section 3 Delivery

Delivery periods commence upon the date of order confirmation. If an agreed delivery date is exceeded, the buyer is entitled to set a grace period of two weeks. If the delivery obligation is not fulfilled by the expiry of this period, the buyer may cancel the order.

If failure to observe the delivery deadlines is due to force majeure or other disturbances for which we are not responsible, e.g. disruptions of operations, shortage of raw materials, strikes, traffic disruptions and delivery disruptions of suppliers, the agreed delivery deadlines shall be extended accordingly.

The ordering party shall only be entitled to claims for compensation for damages caused by delay if the delays were caused by gross negligence or intent.

Part deliveries and corresponding invoices are permissible if they are reasonable for the buyer.

Section 4 Offsetting and retention

Offsetting against our claim is only permissible if the claim of the buyer is undisputed or has been recognised by declaratory judgement. The buyer may only assert rights of retention if they result from the same legal relationship with the seller.

Section 5 Warranty and notice of defects

Iscador AG warrants that the delivered goods are complete and free of defects at the time of the transfer of risk. The buyer must inspect the goods for completeness and obvious defects immediately following receipt.

The warranty rights of the buyer due to defects of the product shall expire 6 months following the receipt of the goods by the buyer. If the buyer is a consumer, the warranty claims of the buyer shall become statute-barred two years after delivery of the goods to the buyer.

Externally recognisable defects (transport damage, quantity deviations) must be noted on every delivery note and immediately reported to returns@iscador.com, but no later than within 5 working days of delivery of the goods. In the event of damage in transit the production of a damage report must also be requested from the haulier. Defects that are not immediately identifiable (hidden) must

be reported to Iscador AG immediately after they have been identified, but at the latest upon the expiry of the warranty period. In the case of defects that are reported later Iscador AG shall reject any warranty and liability insofar as this is legally permissible.

If the delivered goods are defective and the buyer has provided a notice of defect in accordance with the contract, the defective goods shall be returned and replaced or credited by Iscador AG. However, the returning of the goods or replacement delivery is at any rate only possible if and to the extent that fault-free replacement goods are still available at Iscador AG. All further warranty claims and legal remedies of the buyer shall insofar as they are legally permissible – be prohibited.

If the buyer fails to examine the goods or to notify of the defects in a timely manner, the delivered goods shall be deemed to have been approved.

If defects can be attributed to improper or inappropriate treatment or storage at the buyer's premises, any liability on the part of Iscador AG shall be excluded.

The buyer is entitled to a replacement delivery if items with an expiry date of less than 3 months are delivered or individual batches are withdrawn by Iscador AG or an authority, provided the return is performed by the buyer within two months of the announcement.

Section 6 Returns and complaints

There is no right of return vis-à-vis Iscador AG in principle for goods that have been properly delivered. In the case of any return or complaint, notification must always be provided in advance of the intended return shipment that must generally be prepaid and in particular also in those cases where the goods were not purchased directly from Iscador AG as a seller. Please note our separate return policy concerning this. In the event of an unjustified return or complaint of properly delivered goods, Iscador AG may charge a gross processing fee of CHF 20.00. In the event of a deterioration in the condition of the goods, restriction of the saleability, damage due to improper handling or defective packaging of the return, the potential additional right of compensation for damages or claims for damages also remains reserved.

Section 7 Returns and exchanges

The return and exchange of goods delivered fault-free and in accordance with the contractual agreement is excluded. The separate Returns Regulations of Iscador AG shall be binding for returns.

Section 8 Conclusion of contract

Upon the conclusion of the contract, the buyer expressly accepts the terms and conditions of Iscador AG as part of the contract.

Offers made by Iscador AG are non-binding unless they are expressly designated as «binding». If Iscador AG does not raise an objection to an order received based on an offer within three working days, then the provisions of the offer shall come into force.

Iscador AG is additionally entitled, but not obliged, to already deliver goods on the basis of verbal orders from buyers.

Section 9 Payment conditions

Payment conditions: 30 days net from date of invoice.

Section 10 Default in payment

If the buyer does not observe the payment deadline the buyer shall be in default following the expiry of the deadline. In this case, Iscador AG is entitled to demand default interest of 2% of the net invoice amount from the second reminder onwards.

If a delay occurs in the payments, Iscador AG also has the right to suspend or withdraw from all delivery and credit obligations entered into without setting a grace period. The same applies if the buyer becomes insolvent.

Section 11 Liability

Iscador AG is only liable for damages incurred by the buyer due to intentional or grossly negligent behaviour on the part of Iscador AG. Any further liability shall be excluded insofar as this is legally permissible. In particular, Iscador AG is not liable for direct or indirect damages such as lost profits, savings that have not been realised, loss of business opportunities or claims of third parties.

Section 12 Non-disclosure clause

Iscador AG and the buyer shall undertake not to disclose any information regarding the terms of the contract (including discounts) as well as business and trade secrets to third parties, which are known to them as a result of the processing of goods orders.

Section 13 Place of Jurisdiction

The exclusive place of jurisdiction for all disputes, claims from or in connection with these General Terms and Conditions, or individual deliveries is Arlesheim, BL. If the buyer is a consumer, the courts at his/her domicile and the courts at the headquarters of Iscador AG are optionally available to him/her.

Section 14 Choice of law

These General Terms and Conditions or individual deliveries are subject to Swiss substantive law in all parts (excluding the provisions of the Vienna Convention on the International Sale of Goods).

26/01/2018