

GENERAL TERMS AND CONDITIONS OF SALE OF SCHOTT SCHWEIZ AG

1. Scope of Application; Deviating Terms

These General Terms and Conditions of Business are applicable to all deliveries and services rendered by SCHOTT Schweiz ag. Upon notification to the customer and conclusion of the contract, they form an integral part of the contractual relationship. Acceptance of goods supplied or services rendered shall be deemed as recognition of our terms by the customer.

Deviating terms of business of the customer are not accepted, unless approved in writing. These General Terms and Conditions of Business remain valid even where SCHOTT Schweiz, being aware of the customer's deviating terms of business, fulfils the customer's order without reservation.

Should individual provisions of these General Terms and Conditions of Business be or become invalid, the remaining provisions shall not be affected. Invalid parts shall be replaced by valid provisions which correspond as closely as possible to the legal and economic purpose of the invalid provision.

2. Offers

Any offers as well as any information on price, quality, delivery date and availability are non-binding, unless expressly stated as being binding. An offer which is stated as being binding is valid for 30 days unless otherwise agreed.

3. Content of Deliveries and Services

The offer and order confirmation by SCHOTT Schweiz are determinative for and specify exhaustively the content of the delivery of goods or the performance of the services. The particular sizes and weights for the delivery shall conform to the sizes and weights stated by SCHOTT Schweiz in the delivery documentation. SCHOTT Schweiz is entitled to over- or undersupply up to 15% of the ordered volume.

Delivery is understood EX WORKS (Incoterms 2010). Partial deliveries are permissible.

Delivery dates are only binding if they have been agreed in writing. In case of a delay, the customer has the right to set a grace period of at least 4 months. After expiry of the grace period, the customer is entitled to terminate the contract. Compensation for late delivery, liquidated damages, claims for damages etc. are excluded.

4. Drawings, technical documents

Drawings, photographs, dimensions and weights provided by SCHOTT Schweiz are only of approximate value, unless they have expressly been accepted by SCHOTT Schweiz as binding. Customer shall be solely responsible and warrants that drawings and other material submitted by customer and the use thereof do not infringe patents or any other proprietary rights of third parties.

5. Prices, Payment

Prices are those in effect on the day of placement of the order and are understood EX WORKS (Incoterms 2010), without packaging and payable immediately without discount.

Should the customer not meet the payment deadline, it is, irrespective of any reminder, in arrears of payment and must pay interest on arrears amounting to 8 percent p.a.

6. Warranty, Limitation of Liability

SCHOTT Schweiz warrants that the goods conform to the specifications. SCHOTT Schweiz hereby excludes any further warranty, whether express or implied.

The warranty period shall be 12 (twelve) months from the date of delivery.

Subject to the above and except in the event of intent and gross negligence, SCHOTT Schweiz' liability shall be limited as below under a) through c):

a) SCHOTT Schweiz shall in no event be liable for any indirect, incidental, special or consequential damages or any loss of profit arising in connection with the sale or use of its goods.

b) SCHOTT Schweiz' maximum liability for breach of contract, tort or otherwise, shall not exceed the price invoiced for the delivery with regard to which the relevant breach of contract or tort has occurred. If there is no connection to a specific delivery, SCHOTT Schweiz' maximum liability shall be CHF 50,000.00.

c) In case SCHOTT Schweiz processes goods that are property of the customer, its liability for loss or damage of these goods is completely excluded.

7. Retention of Title

Goods remain the property of SCHOTT Schweiz until payment has been made in full. Upon request, the customer undertakes to support SCHOTT Schweiz in all actions to protect SCHOTT Schweiz' ownership (e.g. entry in the retention of title register).

8. Applicable law; Place of Jurisdiction

Swiss law applies under exclusion of its rules on conflicts of law and under exclusion of the Vienna Convention on Contracts for the International Sale of Goods / the United Nations Convention on Contracts for the International Sale of Goods. The place of jurisdiction is St. Gallen/ Switzerland; SCHOTT Schweiz is, however, also entitled to bring a claim against the customer at its registered office or domicile.