



## General Terms and Conditions of Business

Chocolats Halba - valid from 20th October 2014

### 1. General principles

- a. These General Terms and Conditions of Business govern all deliveries and services of Chocolats Halba, Division of the Coop Cooperative, Basel (hereinafter referred to as Chocolats Halba).
- b. Any alternative agreements require express written confirmation from Chocolats Halba to be valid.
- c. Other general terms and conditions of business of the customer do not apply.

### 2. Offers/contract completion

- a. Offers of Chocolats Halba that do not contain a term of acceptance are non-binding.
- b. The purchase contract becomes effective with the written order confirmation from Chocolats Halba.

### 3. Prices

- a. Prices in the written order confirmation apply.
- b. Prices are quoted net, excluding VAT, FCA Wallisellen, packaged but excluding insurance and customs duties (Incoterms 2010), unless otherwise agreed in writing.

### 4. Payment terms

- a. Payment should be made within 30 days from the date of the invoice, net without any deduction for discounts, expenses, taxes, levies, fees, duties and the like.
- b. The payment deadlines should also be complied with even if the deliveries or services are delayed or made impossible for reasons which are beyond the control of Chocolats Halba.
- c. Should the customer be in arrears with payment for a partial delivery, Chocolats Halba is entitled to hold

back further partial deliveries until the outstanding invoices have been settled in full.

### 5. Terms of delivery and delivery obligations

- a. Chocolats Halba considers delivery dates agreed in writing to be binding. Any delivery delays are communicated to the customer immediately.
- b. In the event of unforeseen developments, such as operational disruption, strikes, blocking of suppliers or subcontractors, shortage of raw materials or similar, Chocolats Halba is entitled to extend delivery dates accordingly. Depending on the extent of the issue, Chocolats Halba may withdraw fully or partially from the supply contract.
- c. Chocolats Halba expressly reserves the right to over-deliver or under-deliver the quantities ordered and confirmed (+/- 10%).
- d. Items from overproduction may be sold by Chocolats Halba in their own factory shop without removing the printed packaging. The same applies to items with short expiry date that were ordered but not retrieved by the customer.
- e. The customer is not entitled to any damages, compensation or withdrawal from the contract on account of late delivery.

### 6. Contracts

- a. Contracts are delivery agreements in which the quantity, delivery period, price of goods and conditions are fixed.
- b. If a customer purchases less than the agreed quantities during the contractual period, the storage

costs of the remaining goods will be charged to the customer at current rates. All goods (e.g. raw materials) that are not used within three months of expiry of the contractual period will be charged to the customer at cost price. If the goods can be used by Chocolats Halba for a different party, the customer will only be charged the additional costs at current material procurement prices.

- c. Purchases are expected to be regular within the agreed contract period. In the event of irregular purchases and unless otherwise agreed in writing, Chocolats Halba reserves the right to charge any additional costs for handling the material, and/or sub-contractors' costs, to the customer.

### 7. Transfer of utility and risk

- a. Utility and risk are transferred to the customer when the contract goods are delivered to the freight carrier designated by the customer.
- b. If delivery is delayed at the customer's request or for other reasons beyond the control of Chocolats Halba, the risk is transferred to the customer at the original scheduled delivery time. From this time onwards, deliveries are stored and insured at the customer's expense and risk.

### 8. Packaging

- a. Customer-specific packaging material must be processed and delivered to the customer within 12 months.
- b. After expiry of this period the material will be charged to the customer at cost price.
- c. Disposal costs for unused material shall be borne by the customer.
- d. All printing costs and additional charges (e.g. printing plates, print rollers, punching tools, moulds etc.) are included in the price of the end product.
- e. In the case of customer-specific packaging material, the customer bears sole responsibility for the contents of the packaging (product name, composition, allergy information etc.) and for ensuring it complies with the applicable laws, in particular legislation in the destination country if the goods are being exported abroad.
- f. If additional labelling or any additional text in another language is required on the existing packaging, this must be supplied by the customer. The customer bears sole responsibility for its content.

### 9. Quality/complaints

- a. The goods are delivered according to the written specifications.
- b. The goods comply with Swiss law. If goods are being exported abroad, the customer is responsible for ensuring compliance with the applicable laws in the destination country.
- c. On receipt of the goods, the customer must immediately check whether the quality and quantity correspond to the contractual agreement. Complaints should be addressed to Chocolats Halba in writing within 48 hours of receiving the goods. After the complaint has been made, the goods must be held ready for sampling. Chocolats Halba accepts no liability whatsoever if an assessment is not carried out, is not

conducted properly, or if the complaint is made too late.

### 10. Guarantee/liability

- a. If the goods do not comply with the contractual agreement, Chocolats Halba has the option of delivering a replacement for the faulty goods, carrying out an additional delivery in the event of a shortfall or reimbursement/reduction of the purchase price. Any further guarantee or liability of Chocolats Halba, in particular for consequential damage or for lost profit, is excluded.
- b. Defects that are beyond the control of Chocolats Halba, such as inappropriate transport or storage, inappropriate handling or packaging of the goods by the customer or third parties, environmental influences or force majeure, are excluded from the guarantee. Furthermore, guarantee claims shall lapse as soon as the customer or a third party makes any changes to the delivered goods, unless the customer can prove that the defect cannot be attributed to the changes made.

### 11. Transportation/storage

To ensure optimum quality, the goods must be stored and transported in accordance with the details in the written specification. In absence of such information, the goods must be stored and transported at room temperature (16 to 18°C) and a humidity of 45 to 55%.

### 12. Means of security

Chocolats Halba reserves the right to deliver the goods only against advance payment or performance of other means of security (e.g. bank guarantee).

### 13. Intellectual property rights

- a. All recipes, moulds, samples, materials and all types of printed materials that are handed over to the customer are and shall remain the intellectual property of Chocolats Halba, provided they are not supplied by the customer. They may not be duplicated or passed on to third parties for inspection or analysis without the express written consent of Chocolats Halba.
- b. Customer-specific development costs can be charged to the customer if the project is not realized.

### 14. Transfer of rights

No party may transfer any rights or duties arising from this contract to a third party without advance written consent from the other party.

### 15. Applicable law and jurisdiction

- a. These General Terms and Conditions of Business and the corresponding supply contract are governed exclusively by Swiss law, excluding the Swiss Federal Law on International Private Law (IPRG; SR 291). Application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna sales law) is expressly excluded.
- b. **The sole place of jurisdiction is Basel.** Chocolats Halba may also take legal action against customers at their domicile.