

GENERAL TERMS AND CONDITIONS OF SALE FOR HEIQ LTD. AND ITS AFFILIATES

(Effective as of July 1st, 2024)



1. SCOPE OF AGREEMENT

These terms and conditions ("Agreement") govern the relationship between HeiQ Plc, its subsidiaries, affiliates (collectively "HeiQ"), and the customer or entity ("Customer") engaging in business with HeiQ.

2. APPLICABILITY

These terms and conditions apply to all transactions, agreements, and interactions conducted by HeiQ and its subsidiaries globally. Differing or contrary terms shall not apply unless expressly agreed upon in writing.

3. PRODUCTS AND SERVICES

HeiQ provides products and services in the chemical and materials industry, and the terms outlined herein apply to the purchase, sale, and use of these products and services.

4. ORDERS AND ACCEPTANCE

All orders are subject to acceptance by HeiQ, which reserves the right to refuse any order at its discretion. Orders must be submitted in writing, including shipment address, delivery dates, quantities, and a complete description of products being purchased. Telefax, email, or other means of communication ensuring written proof are sufficient.

5. PRICE AND PAYMENT

- The price indicated on the order confirmation shall be the agreed price between the Customer and HeiQ.
- HeiQ reserves the right to revise prices for future orders unless otherwise agreed upon in a separate supply agreement.
- HeiQ may correct pricing errors before shipment, subject to the Customer's right to cancel the order.
- All prices exclude transportation, insurance costs, value-added tax, or other applicable taxes, duties, levies, or charges. These amounts shall be added to each invoice as separate items.
- Minimum order quantities must comply with HeiQ's packaging list.
- In the absence of specific payment terms in the agreement or order confirmation, payment is due within 30 days from the invoice date, unless otherwise agreed upon.
- HeiQ reserves the right to engage a debt recovery company if payment is outstanding for more than 60 days after the due date. All legal expenses incurred will be payable by the Customer.
- HeiQ may charge interest on overdue payments at a rate determined by applicable laws.
- All payments must be made without set-off or counterclaims.
- All payments must include banking fees at the Customer's expense. HeiQ reserves the right to post-debit remaining differences if the full invoice amount is not received.

6. OFFSET AND RIGHT TO RETAIN

The Customer may offset claims only if they are acknowledged, undisputed, or assessed in a legally binding judgment. Rights to retain are limited to claims based on the same transaction.

7. DELIVERY TERMS

- HeiQ shall deliver goods per the terms stated on the order confirmation. If not indicated, goods shall be delivered Ex Works (Incoterms 2024).
- Delivery dates are non-binding and based on conditions prevailing at the time of order. HeiQ is not liable for damages due to delivery delays or non-delivery.
- Advance payments for obligations to deliver limit HeiQ's liability to the received amount per annum for proven damage due to delay, in case of HeiQ's default.
- Transportation expenses are the Customer's responsibility unless otherwise indicated. HeiQ reserves the right to ship products freight collect and select transportation means and routing.

8. TRANSFER OF RISK AND PROPERTY

The risk of accidental loss or deterioration of goods passes to the Customer upon proper handover to the carrier. Title remains with HeiQ until full payment is made.

9. QUALITY AND ACCEPTANCE

- HeiQ ensures that its products meet industry standards and specifications. The Customer must inspect products upon receipt and notify HeiQ of any defects within 3 working days.
- Claims for defects discovered later must be made in writing within 3 working days from discovery but no later than 5 working days from the expiration of the shelf-life date.
- For proven defective goods, HeiQ will, at its discretion, replace or repair the goods or refund the price paid.
- Written authorization from HeiQ is required before returning any products for repair or adjustment.
- HeiQ may reject any warranty claim not promptly reported or for any item altered or shipped by non-acceptable means.
- The Customer is responsible for damages from improper packing or handling during returns.
- HeiQ has sole responsibility for determining the cause of failure, and its determination is final.
- If a returned product is found serviceable, the Customer will be notified, and the product returned at their expense, with a potential charge for testing and examination.

10. STORAGE OF GOODS

Storage of HeiQ goods must comply with the Material Safety Data Sheet requirements.

11. LIMITED WARRANTY

- HeiQ warrants that goods conform to standard specifications in effect on the shipment date or as agreed with the Customer.
- HeiQ warrants that, to its best knowledge, the goods do not infringe on any third party's patents.
- All other warranties, expressed or implied, are waived.

12. LIMITED LIABILITY

- HeiQ's liability under this contract is limited to the purchase price paid by the Customer for the quantity of goods in question.
- HeiQ is not liable for special, incidental, indirect, or consequential damages.

13. INTELLECTUAL PROPERTY

HeiQ retains all intellectual property rights related to its products and services. The Customer shall not use HeiQ's intellectual property without explicit written consent.

14. COMPLIANCE WITH LAWS

The Customer agrees to comply with all applicable laws and regulations related to the purchase, sale, and use of HeiQ's products and services.

15. FORCE MAJEURE

HeiQ is not liable for delays or non-performance caused by circumstances beyond its control, including acts of God, fire, flood, explosions, riots, wars, labor troubles, machinery breakages, government actions, raw material shortages, and traffic stoppages.

16. SUPPORTING ADVICE

Supporting advice on the use of goods is provided with due care but does not release the Customer from the responsibility of having the goods examined by an expert for suitability.

17. CONFIDENTIALITY

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the business relationship.

18. GOVERNING LAW AND DISPUTE RESOLUTION

- All contracts are governed by Swiss Law, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- Disputes are to be resolved in the ordinary courts of Zurich, Switzerland, subject to appeal to the Swiss Federal Court in Lausanne. HeiQ reserves the right to bring an action against the Customer at HeiQ's local subsidiary domicile or any other competent court.

19. AMENDMENTS AND MODIFICATIONS

HeiQ reserves the right to amend or modify these terms and conditions. Any changes will be communicated to the Customer in writing or through publication on HeiQ's website.

20. MISCELLANEOUS

- Failure by HeiQ or the Customer to enforce any right shall not be deemed a waiver of any right.
- Each provision of these Terms and Conditions shall be interpreted to be effective and valid under applicable law. If a provision is deemed unenforceable, it shall not invalidate the rest of the Terms and Conditions.
- The Customer shall not assign its rights or delegate its performance without prior written consent from HeiQ. By engaging in business with HeiQ, the Customer acknowledges and agrees to these terms and conditions.