

## General Terms and Conditions of Sika Schweiz AG (2020 Edition)

### Background

The General Terms and Conditions (GTC) of Sika Schweiz AG (Sika) are binding with the issue of a written or oral order by the client and apply to all goods and services from Sika, unless a provision to the contrary is included in the offers made by Sika and/or the order confirmation issued in writing. Conditions to different effect are only valid if they have been accepted by Sika in writing.

With the dispatch of the written order confirmation from Sika to the client or, if there is no such confirmation, with the performance of the delivery of the good or the service Sika is deemed to be subject to a contractual commitment.

Toll manufacturing within the meaning of these GTC refers to the situation in which Sika processes goods (delivered by the client or procured by Sika to his order) ("goods for toll manufacturing") in accordance with the instructions of the client and then delivers them to the client or to third-parties indicated by him.

### Scope and performance of deliveries and services

If an order is confirmed by Sika or if there are mutually signed contractual documents, the scope and performance of deliveries and services is deemed to be conclusively defined therein.

Unless stipulated otherwise in the order confirmation or the mutually signed contractual documents, the client is solely responsible for the deployment of all goods delivered or provided for use by Sika ("objects of delivery") and services, and in particular the interpretation of values which Sika measures and discloses. Services in respect of assembly, introduction, engineering and construction and/or technical advice only give rise to obligations for Sika if it has given an undertaking in writing to provide such services in the order confirmation or the mutually signed contractual documents. The presence of Sika employees at the construction yard or the carrying out of (invoiced) supervision orders by Sika do not entitle the client to any claims.

### Terms of delivery and prices

Sika generally delivers all the objects of delivery to the client and/or third-parties indicated by the client within the shift plan of Sika 3-5 times a week depending on the region. Fixed unloading times cannot be guaranteed and a supplement will be charged. Charges will be made for any special transportation.

Unless otherwise agreed in writing, all prices are quoted EXW (2010 Incoterms), in Swiss Francs (CHF) and excluding VAT. The price does not normally include packaging and transport costs or the VOC tax. The right to change prices is explicitly reserved.

Payments must be made without deduction of discount, costs, taxes and fees within 30 days from the invoice date.

Orders and deliveries under 30 kg may be delivered by mail/package service subject to the dangerous goods regulations.

### Ownership and risk in toll manufacturing

Sika will not at any time acquire ownership of goods for toll manufacturing. The acquisition of goods for toll manufacturing which Sika procures from third parties will be made in the name and on behalf of the client. Goods delivered by the client to Sika for toll manufacturing will remain the property of the client until a third-party acquires ownership of these goods. If goods for toll manufacturing in the premises of Sika are destroyed or damaged and if Sika has demonstrably committed a serious fault in this regard, Sika will be liable for the corresponding loss up to a maximum amount of 10% of the contractual value.

### Deadlines and delivery quantities

Deadlines and dates are only binding for Sika if they have been confirmed by Sika in the order confirmation or in mutually signed contractual documents. Deadlines are only valid once all necessary information and documents or the information and documents requested by Sika (e.g. plans and contractual documents) have been received by Sika and all construction services have been rendered. Even agreed deadlines only apply if such information has been submitted and/or such services have been provided in good time. Otherwise, deadlines will be rearranged.

Liability for loss of use and any further loss through breach of compliance with deadlines and delivery quantities is hereby explicitly excluded.

### **Dispatch and transport costs**

Unless otherwise agreed, goods shall be dispatched and transported at the customer's risk and expense. A proportion of any HGV transport costs will also be charged. A service charge will be made for preparing and packaging small deliveries. The costs for silo deliveries and silo letting will be disclosed on request. Costs for difficult access, waiting times and additional services will (irrespective of the nature of the invoice) generally be charged in addition. The price list has further details of service charges and surcharges.

### **Collectors**

The structures and processes in our central storage area and in the production stores are not designed to serve collectors. Therefore, in principle we deliver to the client through our logistics organisation. For short-notice requirements, our trading partners maintain products in stock. For special cases, in which collection from our stores is unavoidable, we will have to charge a handling fee. The transport of dangerous goods is subject to the transport regulations under SDR/ADR.

### **Transport regulations for products**

The transport and/or product packaging of Sika Schweiz AG is subject to the statutory information on the transport of dangerous goods under SDR/ADR/RSD/RID for road and rail transport (the "released quantity" under 1.1.3.6 ADR/RID is the quantity of dangerous goods which is indicated in table 1.1.3.6.3 in ADR/RID).

Further information on toxic and transport classifications can be found on our material safety data sheets. For the collection of products classified as dangerous goods, the vehicle must be equipped in line with the "Regulation on the Transport of Dangerous Goods by Road (SDR/ADR), and the driver must be trained appropriately and have an ADR licence.

Since Sika as the supplier is liable for non-compliance with the dangerous goods transport regulations, in the absence of a valid ADR licence or in the case of vehicles which are not equipped in accordance with the regulations, no loading will take place. These regulations also apply to the return transport of products.

### **Warranty**

In relation to the sale of products, Sika guarantees compliance with technical properties as specified in the «product data sheets» up until the expiry date or, in the case of products with no printed expiry date, up until the delivery time. In connection with the sale or release for use of Sika machinery and Sika equipment, Sika warrants for the specifications indicated or confirmed on the part of Sika in the order confirmation and/or in the mutually signed contractual documents as of the time of the transfer of the machinery and/or equipment. If Sika carries out maintenance and repair works, it will warrant for the validity for the proposed use at the time of the termination of the relevant work. In connection with toll manufacturing, Sika only warrants the processing of the relevant goods in accordance with the written instructions of the client. Sika will not review these instructions, for which the client bears sole responsibility.

With regard to the use and processing of products, the detailed information in particular in the "product data sheet" or on the packaging is binding. In general, compliance with the rules of construction technology and standard construction practice is essential. Similarly, products are in principle only intended for clients, whose employees have the necessary technical knowledge. In particular, with products without a preset dose, the quality of the performance depends to a decisive extent on the precision of the dosage. The prescribed mixtures may not be changed. Pigment and filler containing components must be homogenised without flaws before dosing with the electrical mixer. Above all, with adhesion and casting products of high static importance, the client and/or the relevant construction management must arrange preliminary trials and regular interim checks in the construction yard. Since numerous factors can influence the processing and consumption of the materials, the requirement information is non-binding for Sika. Similarly, the right to make changes to the product formulation on the basis of the most recent research results is explicitly reserved.

Any warranty of Sika presupposes that defects and/or unfitness for use and damage demonstrably occur as a result of poor materials and/or defective design or construction, that the client reports any existing or imminent losses immediately to Sika in

writing, that the objects of delivery are stored in accordance with the Sika guidelines, maintained and or used prior to their expiry date and that there has been no improper conduct by the customer or any third party or any external causes, including force majeure, the influence of third party products or mechanical impacts and damage.

For goods and services of subcontractors, which are prescribed by the client, the above warranty of Sika is also restricted to the warranty given on the part of the relevant subcontractors to Sika. The warranty determined above is final and replaces any other warranty, in particular also presupposed characteristics and/or any suitability of the objects of delivery for specific purposes of use. In particular, Sika does not give a warranty regarding goods for toll manufacturing.

The warranty period is 12 months from collection or dispatch or from acceptance, where this is agreed in writing. Longer warranty periods apply to the following products: Sarnafil sloping roof underlay membranes 5 years and Sarnafil flat roof plastic sealing membranes 10 years. For replaced or repaired parts, the warranty period begins newly and lasts for six months from the delivery of the spare part or the completion of the repair.

The defect rights of the client consist at the choice of Sika of a free repair, free replacement delivery or suitable price reduction in connection with the sale of products, Sika machinery and/or Sika equipment. Further defect rights are explicitly excluded. The right to compensation in accordance with the following provisions on liability is reserved.

### **Assessment and defect complaints**

Any warranty from Sika presupposes that the client inspects all objects of delivery immediately after receipt and services during their performance or has them checked by a third-party and notifies any defects and/or unsuitability for use immediately after discovery by registered letter to Sika Schweiz AG, Zurich or to the regional Sika sales office. If the inspection and notification are not performed on time, the goods (both with sale and with use transfer) and services will be deemed to have been approved.

### **Returns of goods**

Sika will accept returns of goods only with prior notification and in an impeccable condition in the original packaging free of charge from the manufacturer works. Broken packages, cement-containing products, products with restricted lifetimes, special products and special dyes and products no longer included in the range as well as individual components of multiple-component products cannot be returned. The return value will be determined on the basis of the net value of the goods less the loss of value and discount granted. Credit notes will be made for the maximum amount of 80% of the net value of the goods, less a charge for costs of CHF 100.00. Any transport and disposal costs will be charged.

### **Taking back of packaging**

Containers, 200 litre plastic drums, pallets and frames are the property of Sika and will be taken back upon delivery or by agreement. The remaining packaging materials are one-way packaging. Spools for the delivery of profiles and films will be charged for and will be credited to the dispatching works if returned in perfect condition.

### **Liability**

Sika shall be liable to the customer for any loss, caused intentionally or through gross negligence, associated with the delivery of products, contract manufacturing, faulty work pertaining to assembly, installation, engineering and/or technical advice, the text of tender documents, and the monitoring or violation of subsidiary contractual obligations, at most to the value of the contract for the products that were delivered and rejected or the services invoiced for. Any contractual or non-contractual liability which goes beyond this, in particular for direct or indirect consequential damages, is, insofar as it is legally permitted, hereby waived. This exclusion of liability also applies to the contractual and non-contractual liability of Sika in connection with damage which is attributable to actions or omissions of the legal representatives, employees and agents of Sika and to the personal contractual and non-contractual liability of these persons.

The target values and parameters set for the delivered products; at the most ex-works will in each case be determined at free discretion. Any liability of Sika in this regard is excluded.

### **Regulations and statutes/safety regulations**

The client must notify Sika of the statutes and regulations applicable at the place of use of the objects of delivery in good time and in writing. It retains sole responsibility for compliance therewith.

### **Intellectual property rights**

All intellectual property rights, in particular the rights to know how which Sika has acquired in connection with toll manufacturing and/or from third parties, will remain the exclusive property of Sika.

### **Applicable law**

The legal relationship of the contractual parties is subject to Swiss law. Swiss conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods dated of 11 April 1980 (Vienna Convention) are excluded.

### **Place of jurisdiction**

The contractual parties choose the registered office of Sika as the place of jurisdiction for any disputes arising from their legal relationship. Sika, however, is entitled to apply to any ordinary court with jurisdiction for the client.

### **Sika Schweiz AG**

December 2019