

1. Application

All sales and deliveries of SIGG Switzerland Bottles AG ("SIGG") are subject in full to these General Terms and Conditions ("GTC"), unless a written agreement to the contrary has been made with the Contract Partner. No contract of purchase shall come about if these GTC are not accepted.

2. Conclusion of contract

Prices, catalogues, brochures and similar shall not constitute an application by SIGG for conclusion of a contract. SIGG can revoke a quotation at any time up until acceptance. An order of the Contract Partner shall only be binding for SIGG if SIGG expressly confirms this in writing or executes it by sending the goods.

3. Prices

SIGG's purchasing prices are to be understood as in CHF, plus taxes, freight and/or packing costs. SIGG can unilaterally alter the prices subsequent to conclusion of the sale if the authoritative bases of calculation change.

4. Payment terms and default

The purchasing price shall be due upon receipt of the invoice and is payable within 30 days. Thereafter, the Contract Partner shall automatically be in default on payment. If the Contract Partner is in default on a payment more than once per year, SIGG can choose to make future deliveries only against advance payment. The Contract Partner hereby waives the right of offsetting.

5. Delivery

The Contract Partner must accept partial deliveries. Delivery shall be made in accordance with the EXW ("ex-works") Frauenfeld rule under Incoterms 2010. Delivery periods indicated by SIGG shall not apply as binding dates. If SIGG defaults on delivery, the Contract Partner cannot withdraw from the order. SIGG shall not be liable for any damage resulting from late delivery. If SIGG assumes the costs of dispatch through implied or express individual agreement, the Contract Partner shall nevertheless bear the risk ex-works Frauenfeld. SIGG shall not take back any transport or packing material.

6. Warranty, liability and indemnification

SIGG shall guarantee the freedom of the goods from defects at the time of delivery for a period of 2 years from delivery. Any further warranty is excluded.

The Contract Partner must check the goods upon acceptance of the delivery, and must report obvious defects to SIGG in writing within 8 working days from delivery. Otherwise, the goods shall apply as approved. Non-obvious defects must be reported within 8 days of detection. Prior to reverse transaction of the contract of purchase, SIGG can, in a warranty event, choose between repairing the goods or delivering replacement goods upon return of the damaged item. SIGG shall only be liable for defects to the product itself, and excludes any further liability for direct and indirect damage in connection with fulfilment or ending of the contract, in so far as this is possible under the law. The Contract Partner shall indemnify SIGG fully against claims of third parties (including the costs of legal representation) that are attributable to culpable breach of contract, action or omission by the Contract Partner.

7. Product safety

SIGG products must only be supplied to end customers in the original SIGG packing and only together with the original instructions for use. The Contract Partner must inform SIGG immediately of any safety defects of the goods detected.

The Contract Partner must support SIGG in the implementation of measures of relevance to product safety. In particular, the Contract Partner must provide SIGG with the information required for the traceability of the products.

8. Retention of title

SIGG shall retain title to the goods delivered until such time as full payment of the purchasing price has been received. If the Contract Partner makes onward sale of goods that have not yet been paid for in full, it hereby expressly and irrevocably assigns the claim to the purchasing price to SIGG, in the amount of the invoice amount to which it is entitled from the onward sale. The Contract Partner shall however remain obliged to collect the claim at its own expense. Upon request, the Contract Partner shall inform SIGG immediately and in writing of the level of the claims assigned, and shall provide SIGG with all information required for collection of the claims.

9. Intangible property rights and confidentiality

For the purpose of selling the goods, SIGG hereby grants the Contract Partner a free, non-transferrable or sub-licensable right, geographically restricted to the territory of the Contract Partner and limited in time to the term

of the contract, to use the intellectual property and know-how of SIGG, required in connection with fulfilment of the contract. The Contract Partner shall inform SIGG immediately of possible or actual infringements of SIGG's intellectual property or know-how of which it has become aware. SIGG shall assume the defence of the intellectual property at its own discretion and at its own expense, or shall authorise the Contract Partner to conduct the litigation instead of SIGG, at SIGG's expense and under the instructions of SIGG. SIGG shall not provide damages if the Contract Partner is temporarily/permanently unable to deliver the goods as a result of a claimed/ascertained infringement of intellectual property rights. The Contract Partner shall refrain from creating registration rights to marks, designs or technologies that could infringe SIGG's intellectual property, and shall refrain from attacking SIGG's intellectual property. In the event of contravention, SIGG can withdraw from the contractual relationship with immediate effect and without indemnification of the Contract Partner. The Contract Partner shall treat the contractual relationship as well as all related information as strictly confidential, both during the term of the contract and thereafter (and shall ensure respect of confidentiality by its employees).

10. Contractual penalty

If the Contract Partner violates its obligations as per Number 9 of these GTC, it shall owe SIGG a contractual penalty of CHF 100,000.00 per case of violation. Payment of the penalty shall not release the Contract Partner from fulfilment of the contract. If the damage is higher than the penalty, SIGG can demand the additional amount. In this respect, reversal of the burden of proof shall be excluded as per Art. 161 Subsection 2 of the Swiss Code of Obligations.

11. Place of jurisdiction and applicable law

Swiss law is applicable to sales and deliveries of SIGG. Private International Law as well as the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 ("Vienna Sales Convention") are excluded. Place of jurisdiction for disputes arising from and in connection with the sale and delivery of goods as well as concerning the validity and applicability of these GTC is Frauenfeld, Switzerland.

SIGG Switzerland Bottles AG

Frauenfeld, June 2016