

Botanica GmbH Industrie Nord CH-5643 Sins	General Terms and Conditions of Business		Botanica 
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	Issued	Control	Approval		Replace old version
Name	Wälti	approver	Rheinländer		001
Date	04.09.2012		05.09.2012		
Visum	AW		TRH		

General

The following General Terms and Conditions of Business („T&C“) in the version valid at the time of order confirmation apply exclusively to business relationships between Botanica GmbH, Sins (AG), Switzerland (hereinafter Botanica) and its customers, including all claims arising there from. Botanica does not recognize any divergent customer terms and conditions unless Botanica expressly consents to them in writing in the particular instance.

These T&C are deemed to have been accepted when placing an order or when an offer or a delivery is accepted. They continue to be deemed to have been accepted for the duration of an on-going business relationship.

These T&C represent an integral and fixed component part of the agreement between Botanica and the contracting party. The agreement thus comprises the contractual documents signed by the parties and these T&C. In the event of contradictions, the arrangements in the individual agreement take precedence over the T&C.

Offers

Unless otherwise agreed, Botanica offers are not binding and are subject to change, that is, in the event that prices for raw materials, transportation, taxes and fees, or other determinative factors increase or decrease, Botanica reserves the rights to adjust agreed prices (including fixed prices) accordingly.

Illustrations in prospectuses and specifications and other documentation and information represent knowledge available at the time of publication and, like obvious errors and spelling or typographical mistakes, are not binding.

Acceptance of Orders

Botanica accepts and fills all orders solely at the terms and conditions set forth herein. Botanica reserves the right to refuse customer orders in the individual instance.

Agreed-upon Acceptance Quantities

In the event that parties to a contract have agreed upon acceptance quantities for products (e.g. per month/year, per delivery), these quantities are binding and can be revised only in writing by mutual agreement. In the event that the agreed-upon acceptance quantities are not met, Botanica expressly reserves the right to invoice any activities this entails (warehoused packaging, already produced units, raw materials from contracts entered into with suppliers, etc.).

Prices / Shipping Costs

Unless otherwise agreed upon in writing, prices are ex works, in Swiss francs (CHF). Stated prices do not include statutory value-added tax, fees, taxes, duties, transportation costs, packaging costs, insurance or shipping expenses, unless otherwise explicitly specified. In the event that shipment is by a third party, such shipping expenses are invoiced at cost. Packaging costs are invoiced in addition to shipping costs, not less than CHF 10, however. When invoicing in a currency other than Swiss francs, the sales price is set forth in writing. Price changes due to currency exchange fluctuations may be implemented by Botanica in writing at any time.

The minimum order value is 300.- CHF or 300.- EUR, respectively, net value of the goods. Orders of a value less than aforementioned will be charged an administrative fee of an amount equal to the difference between actual order value and minimum order value (net value goods).

Documentation

Upon purchase of a product, the customer has a right to a current safety data sheet and a certificate of analysis in German or English. These documents may not be duplicated or disclosed to third parties without the written consent of Botanica.

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Complaints

The ordering party agrees to inspect the goods with the necessary care immediately upon receipt. Complaints regarding defective goods, missing goods or parts thereof must be made in writing no later than 5 days from the date the goods are accepted. Later complaints regarding recognizable defects do not give rise to claims against Botanica for replacement, repair, rescission or damages.

Payment / Due Date / Default

The invoice is due and payable within 30 days net from the date of the invoice unless otherwise agreed upon in writing or specified on the invoice itself. When payment is overdue, the customer receives a warning with the demand to transfer payment within 5 days. Starting with the second warning, warning costs of CHF 10.00 will be invoiced per warning. Botanica reserves the right to charge default interest for each day on which payment is not received, starting on the specified due date. The base rate of the default interest is the discount rate of the Swiss National Bank plus two percent.

Unwarranted deductions will be retroactively charged.

When payment conditions are not met, in the event of the customer's default on payment, or in the event of initiation or commencement of bankruptcy or liquidation proceedings against the customer, Botanica is entitled to make subsequent (partial) deliveries or provide (partial) services only concurrent with immediate payment or advance payment.

Any offsetting of receivables by the customer is expressly excluded.

Delivery Periods

- a) Delivery periods agreed upon with binding effect begin on the date of final order confirmation. They are deemed to have been agreed upon when they have been confirmed in writing (letter, fax, email) by Botanica.
- b) Partial deliveries are permissible and are considered self-contained deliveries.
- c) When a binding delivery period has been agreed upon, the ordering party must set a grace period in writing of at least 5 days in the event of default, with a declaration that the ordering party will withdraw from the agreement if Botanica does not comply within the grace period. Minimal delivery delays do not warrant non-acceptance, damages or regress.
- d) Botanica assumes no liability for delivery delays due to shipping.
- e) In the event of delivery delays based on cases of force majeure, the delivery period is extended in all instances by the duration of the hindrance.
- f) When the goods are picked up by the ordering party or a company commissioned by the ordering party, the ordering party may be invoiced for storage costs for late pickup, after 5 business days.

Transfer of Risk

The risk of accidental damage or accidental destruction of the delivery goods transfers to the ordering party upon delivery, upon pickup by the ordering party itself, upon pickup by another company, or when handed over to a forwarding company.

Warranty / Liability

In the case of legitimate complaints, Botanica shall meet its warranty obligations through repair or replacement at its discretion. In the event of a complaint by the ordering party, the ordering party agrees to separate out the goods objected to and retain them for Botanica, at Botanica's request. In the case of legitimate complaints, Botanica assumes the cost of return shipment. To the extent that repair or replacement fails conclusively, the ordering party can demand an appropriate reduction of the agreed-upon compensation or withdraw from the contract. Where delivery or production involves more than one product, the right of withdrawal applies only to that portion involved in the complaint unless the ordering party shows that it no longer has an interest in the entire delivery.

Any further warranty claim, based on any legal grounds whatsoever, is excluded, along with damage claims due to defect, any consequential damages caused by a defect, or delays in connection with a repair or replacement, or based on force majeure or lost profits or other financial damages incurred by the customer. Warranty claims are voided if the ordering party itself or a third party has modifications made to the goods if such modifications are not agreed upon in writing with Botanica.

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For the rest, Botanica's liability is limited to gross negligence and intent.

Force Majeure

Botanica is not liable to the customer for non-timely or incomplete performance or complete impossibility of performance of contractual obligations to the extent that such are due to instances of force majeure. To the extent and as long as these instances of force majeure continue, Botanica is released from its contractual duties of performance. Instances of force majeure include, for example, war, strikes, riots, governmental import and export prohibitions, quotas, natural disasters, any type of operational disruptions, any destruction, damage or procurement delays of raw materials, auxiliary materials or the goods themselves, unless these instances occur to Botanica suppliers, transport facilities, warehouses or Botanica internal operations.

Retention of Title

The goods remain the property of Botanica until complete payment.

Confidentiality

Both parties agree not to disclose to third parties, to keep strictly confidential and to make all efforts to prevent disclosure to third parties of all (written and oral) information from the business domain of the other that is not generally available or generally known without the written consent of the other party. On the other hand, each party may utilize knowledge it gains through the transaction in its customary activities.

The parties impose this duty on their employees and sub-contractors as well.

Place of Performance

Place of performance for all duties of the ordering party is the registered office of Botanica.

Court of Venue

Court of venue for all legal disputes arising out of this agreement or the termination of this agreement, or arising from it in any other way or in connection with it is the registered office of Botanica.

Applicable Law

For the rest, Swiss law is applicable to the contractual relationship.

Miscellaneous

If one or more provisions of this agreement are legally invalid in whole or in part or subsequently become legally invalid, this shall not affect the validity of the rest of the agreement. In that event, Botanica specifies a valid arrangement in place of the invalid one that meets the intended goal of the invalid arrangement. The same applies in the event that there is a gap in the agreement not intended by the parties.

Botanica reserves the right to revise these T&C at any time. Previous versions of the T&C lose their validity upon publication of an updated version.