



General Terms and Conditions of Sale, Delivery, and Payment

IGP Pulvertechnik AG, Ringstrasse 30, 9500 Wil

I. General information

All purchase orders are accepted and/or executed by the Supplier (IGP Pulvertechnik AG) on the basis of the following conditions. By placing an order or using the Supplier's Powder Center (web shop), the Purchaser acknowledges and agrees to these delivery and payment terms. Any additional verbal agreements shall only be binding for the Supplier if confirmed in writing. As a rule, orders must be placed in writing, including the exact article description if known. The reference "as usual" is non-binding. In the case of custom-made products, the Purchaser shall accept a production-related over- or under-delivery of up to 10% of the ordered quantity.

II. Availability

The Supplier makes no guarantee that the products listed in the Powder Center are available at the time of ordering. All information regarding availability and delivery times is non-binding and subject to changes at any time without notice. Offers that do not include a deadline for acceptance are non-binding and shall not be construed as a binding offer. The characteristics of samples and specimens – as well as product descriptions, images, dimensions, weights, and other details shown in the Powder Center – are only binding if expressly confirmed in writing. The Purchaser may not derive any rights from typographical errors, product descriptions, or obvious mistakes in the Powder Center. The Purchaser acknowledges that, due to technical limitations, uninterrupted availability of the Powder Center cannot be guaranteed. The Supplier makes every effort to maintain continuous availability of the Powder Center. However, maintenance work, security requirements, capacity constraints, or events beyond the Supplier's control (e.g., force majeure) may result in disruptions or a temporary suspension of services. The Supplier will make every effort to minimize the frequency and duration of such interruptions or restrictions.

III. Registration – Powder Center

To purchase a product through the Powder Center, the Purchaser must first register by providing their personal details and creating a user account. In doing so, the Purchaser agrees to provide accurate information and to notify the Supplier of any changes to these details. Registration is only permitted for legal entities that are legally capable of entering into a contract with the Supplier. To create a user account, the Purchaser must provide the company name, the first and last name of the authorized representative, a telephone number, a valid email address, as well as the billing and shipping addresses, and must choose a confidential personal password. This information is stored in the user account for future orders. The user account may only be used by the Purchaser's registered and duly authorized representatives. These authorized individuals are required to keep their login credentials confidential and to take appropriate measures to protect them from unauthorized access. They are also obligated to notify the Supplier immediately if the security of the user account is compromised. If third parties misuse the authorized users' login credentials, they shall be held liable as if for their own actions.

IV. Ordering & Shipping

The product listings in the Powder Center do not constitute binding offers, but rather a non-binding invitation for the Purchaser to place an order with the Supplier (invitation to treat). By placing an order via the Powder Center and accepting these terms and conditions, the Purchaser submits a legally binding offer to enter into a contract. The Supplier will then send an order confirmation by email, confirming receipt of the order (order confirmation). This confirmation restates the Purchaser's order; however, it does not constitute acceptance of the contract but merely acknowledges that the order has been received by the Supplier. The Supplier reserves the right to accept or reject any order at its sole discretion. If the Supplier declines an order, it may cancel the order without incurring any liability. Any payments already made for canceled orders will be refunded to the Purchaser. Changes to – or cancellations of – orders by the Purchaser (right of withdrawal) are only permitted with the Supplier's express written consent. If the Supplier accepts an order, it will confirm this within five calendar days of receiving the order (order confirmation), regardless of whether the order was placed through the Powder Center. A binding purchase agreement is only concluded once the Purchaser receives the order confirmation. Orders will only be shipped or delivered after full payment has been received (except in the case of payment by invoice), subject to product availability. If it becomes apparent after the contract has been concluded that the ordered products are not available, the Supplier reserves the right to withdraw from the contract in whole or in part. In such cases, the Purchaser will be released from their obligation to pay, or any payments already made will be refunded. The Supplier is not obligated to provide a replacement delivery in the event of withdrawal. Once the products have been dispatched, the Purchaser will receive a shipping confirmation by email (shipping confirmation).

V. Delivery

All deliveries are ex works CH-9500 Wil or from one of our external warehouses (INCOTERMS 2020, FCA CH-9500 Wil or external warehouse). Delivery within Switzerland EXW CH-9500 Wil. For express deliveries, the additional freight will be charged. All goods travel at the risk of the Purchaser. A delivery guarantee (transport duration) can only be provided after express agreement. Damages in transit (such as shortages, breakage, etc.) must be claimed by the recipient from the transport company concerned. Delivery delays may occur, particularly due to production bottlenecks, force majeure, or operational disruptions at the Supplier's own facility or at one of its subcontractors. The Purchaser shall have no claims arising from delivery delays, including but not limited to claims for damages.

VI. Prices

The prices listed in the Powder Center at the time the order is placed – including VAT – shall apply (in Swiss francs). Any delivery delays shall in no case entitle the Purchaser

to a price reduction for the respective products. The Purchaser may choose from the payment options provided during the ordering process. Invoices are payable net within 30 days of the invoice date, unless otherwise agreed. Unauthorized deductions will be charged subsequently. We reserve the right to demand advance payment. In the event of default in payment, the Supplier shall be entitled to charge default interest of 5% p.a. from the due date. From the third reminder onwards, the reminder costs shall also be charged as lump-sum compensation for expenses in the amount of CHF 100.00 per reminder. We reserve the right to prove further damage caused by default. The delivered goods shall remain the Supplier's property until the invoice has been paid in full. Contracts are concluded subject to the price escalation/de-escalation clause. Changes in raw material or other costs during the term of the contract may lead to price adjustments, which shall be borne by, or accrue to the benefit of, the Purchaser, as the case may be. Call-off orders shall be delivered and invoiced no later than 12 months after being placed.

VII. Warranty

The Supplier warrants the proper composition of the delivered goods and their suitability for the purpose expressly warranted in writing. All other warranties are excluded, in particular:

- for the further processing of the goods and the result thereof
- for the continued presence of a property considered essential by the Purchaser based on prior experience, but not recognized by the Supplier or considered non-essential and therefore not expressly warranted
- if the goods are processed on treated or untreated substrate materials that merely resemble or are related to the substrate specified in the written warranty
- if the goods are used for a purpose not known to or reasonably foreseeable by the Supplier
- if the specifications in the technical data sheets are not followed, or with respect to the accuracy, completeness, or timeliness of the content provided in the Powder Center

VIII. Complaints and Liability

Immediately upon receipt of the goods, the Purchaser shall check whether the quality and quantity as well as the color shade are in accordance with the contract. The color tolerances are in accordance with VdL-RL 10. Complaints relating to immediately recognizable defects detected during a proper inspection can only be submitted before the use of the goods and no later than eight days after their receipt, and must be made in writing with an exact description of the defect and the order number. If the Purchaser fails to do this, the delivered goods shall be deemed to have been approved, unless the defects were not recognizable during the incoming inspection. If such defects are discovered later, the notification must be made immediately after discovery, otherwise the goods shall be deemed approved also with regard to these defects. Any notices of defects shall not release the customer from compliance with the Supplier's terms of delivery and payment. Any liability and all claims for compensation for direct or indirect damages are excluded to the extent permitted by law. All events and circumstances beyond the Supplier's influence, foreseeability, and control shall be deemed force majeure and shall release the Supplier from any warranty obligations and delivery commitments.

IX. Intellectual Property Rights

All rights to the Powder Center and its contents – including products, logos, and related elements – are either owned by the Supplier or have been licensed to the Supplier by third parties. Intellectual property rights associated with this content, such as copyrights, trademark rights, and other intellectual property rights, belong exclusively to the Supplier or its licensors. This content may be used by purchasers solely in connection with their use of the Powder Center. Unless expressly authorized in advance and in writing by the Supplier, such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or used for any other purpose. The Supplier reserves the right to modify these terms and conditions or its product offerings at any time and at its sole discretion. Any changes will be communicated to purchasers prior to taking effect and shall be made in writing. This requirement for the written form also applies to any amendment of the written-form requirement itself. In all cases, the most recent version of these terms and conditions shall supersede all previous versions.

X. Place of Performance and Jurisdiction

The place of performance and the exclusive place of jurisdiction for all rights and obligations of both parties shall be the registered office of the Supplier in CH-9500 Wil, Kirchberg, Switzerland. Swiss substantive law shall apply, to the exclusion of the Vienna Sales Convention.

For more languages, visit igp-powder.com

Wil, August 2025