

Conditions of Sales and Delivery of Wollimex AG

1. Scope, Special Conditions

The entire business dealings with Wollimex AG are based on the following conditions. The following conditions govern the relationship between Wollimex AG and the customer, provided no special regulations of Wollimex AG or separate agreements apply. Special regulations and separate agreements only apply if they have been expressly approved in writing. Oral agreements do not result in any obligation of Wollimex AG. Orders (orders of goods) that are received on order forms of the customer and include terms, provisions, and conditions are only accepted under the condition that—regardless of such regulations—the contractual relationship remains solely regulated on the basis of the conditions of Wollimex AG. By accepting and fulfilling such an order with other provisions, the liability or other obligations of Wollimex AG, as included in these General Terms and Conditions, are not changed, expanded, or limited in any way.

2. Validity period of offers

Offers by Wollimex AG are always valid for 30 days starting from the date the offer was made or until the expiration of the contract the offer is based on—whichever occurs first. Catalog prices as well as catalog numbers are subject to confirmation.

3. Prices and Payment Conditions

The prices of Wollimex AG are cash prices in Swiss Francs. Two thirds of the invoice amount is due when the order is placed, the remaining third is due at the time of the delivery. The prices are quoted exclusive of value-added tax (VAT). The invoice amount is payable within 30 days from placing the order or delivery, respectively. Upon expiration of the payment deadline, the client agrees that Wollimex AG may charge a default interest of 10%. Deductions and discounts will not be accepted.

4. Late Payment of the customer

In case of late payments of the customer, it is deemed as agreed according to Art. 214 Para. 3 of the Swiss Code of Obligations that Wollimex AG may cancel the order at any time and demand the return of the delivered goods. All costs associated with the return of the goods shall be chargeable to the customer.

5. Delivery Dates

Delivery dates shall be met as best as possible, they are however non-binding for Wollimex AG. Any delays in delivery do not entitle the purchaser to cancel the contract or to claims for damages or other claims. If the delivery is delayed for more than double the indicated delivery date, at least however for 180 days, both parties shall be entitled to cancel the contract waiving any claims.

6. Changes and Cancellation

In case the customer changes or cancels orders less than 75 days before the specified delivery date, Wollimex AG may demand a compensation of up to 5% of the list price of the products affected by the change or the cancellation as well as a reimbursement for possible damages. If the customer cancels the order of specialized products, Wollimex AG may demand reimbursement for the damages, regardless of the timing of the cancellation. If the delivery date is postponed due the client making changes to an order, Wollimex AG reserves the right to change the prices.

7. Acceptance

If no special acceptance procedure has been agreed upon, the customer must provide sufficient people to help unload. Otherwise additional fees may be charged. The customer must notify Wollimex AG of any possible defects in writing via registered mail within 7 (seven) days from acceptance. Otherwise the delivery shall be deemed to be accepted.

8. Warranty

Wollimex AG guarantees the perfect quality of its goods. The client must tolerate a measurement discrepancy of 3%, a maximum of 5 cm, regarding the manufacturing width. Customary or minor variations (in comparison to the sample, between individual rolls, or within the roll) of quality, structure, color, width, weight, the equipment, or the design do not constitute defects. The customer shall be obliged to ensure that only clean tennis shoes are used when playing on the tennis surface. He shall be further obliged to ensure that the surface is cleaned professionally. Should defects appear within 5 (five) years from acceptance when using the tennis surface as intended, a complaint must be made immediately in writing via registered mail, indicating the defects in detail. Wollimex AG must be given the opportunity to inspect the defective goods. Wollimex AG shall decide if the defect shall be rectified using corrective measures or through

replacement. Changes in the structure of the surface of the tennis surface are due to the nature of the material and are excluded from any warranty. Likewise, minor color deviations from the sample are not accepted as a defect. If the customer takes corrective measures on his own authority and without prior consultation of Wollimex AG, Wollimex AG disclaims any warranty obligations. For any corrective measures carried out on behalf of Wollimex AG, the customer must prepare a written breakdown of the expenditure of time and material. Work carried out according to the direction of the customer shall not be accepted. The customer is not entitled to any reduction of the purchase price due to defects that occurred. Without the “Wollimex Logo” inlay, Wollimex AG disclaims any warranty.

9. Liability

Any claims for damages against Wollimex AG by the customer shall be excluded, this includes in particular claims for compensation for consequential loss, as well as direct and indirect damages. This does not apply where exclusion or limitation of liability is prohibited by law. Wollimex AG shall also not be liable for any damages that occurred due to mishandling, unprofessional installation of the goods by third parties, or due to incorrect instructions by persons not authorized by Wollimex AG. Likewise, Wollimex AG shall not be liable for lost profit. In any case, the liability of Wollimex AG shall be limited to the purchase price.

10. Reservation of Proprietary rights

The goods supplied shall remain the property of Wollimex AG until the purchase price has been paid in full. Wollimex AG reserves the right, to register the reservation of property rights into the cantonal registry of proprietary rights.

11. Costs and risks of Transport

The delivery shall be at the expense of the customer. Wollimex AG remains liable until such time as the goods have been handed over to the shipping agent. The transport risk shall be transferred to the customer when the goods are handed over to the shipping agent.

12. Disposal

To the extent that Wollimex AG is taking care of the removal or disposal of materials or is providing the appropriate mechanism, such as pits etc., the entire cost shall be borne by the customer.

13. Transmission-related risk

Damages incurred by Wollimex AG or the customer resulting from the use of telephone, mail, telex, fax, telegraph, e-mail, and other means of transmission or transit, particularly damages resulting from loss, delay, misunderstandings, corrupted information, or double messages, shall be borne by the customer, provided Wollimex AG exercised all due care and diligence.

14. Transferability

Only the claims of Wollimex AG are transferable at any time.

15. Applicable Law, Legal Venue and Acceptance of the Provisions

All legal relations between Wollimex AG and the customer are subject to Swiss material law (excluding provisions referring the case to the law of a third country on the basis of international private law). The respective headquarters of Wollimex AG shall be the place of performance. Exclusive legal venue for all proceedings and special domicile shall be the respective headquarters of Wollimex AG. The customer acknowledges the validity of these Conditions of Sales and Delivery of Wollimex AG and recognizes them as binding.

This English translation of the original Conditions of Sales and Delivery has been prepared solely for your convenience. In case of doubt, the German version shall prevail.