



General Terms and Conditions (GTC) of Karl Bubenhofer AG (Effective as of: 06 July 2026)

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1. Basis and scope of application

These General Terms and Conditions (GTC) of Karl Bubenhofer AG (hereinafter referred to as “KABE”) shall become binding upon the customer’s oral or written placing of an order. **They shall apply expressly to all deliveries and services of KABE, unless different agreements are expressly recorded in an offer or in an order confirmation issued by KABE.** These GTC shall also apply to all future legal transactions between KABE and the customer without renewed express notification. Purchase conditions or other terms and conditions of the customer or third parties are expressly excluded and shall only be valid if KABE expressly accepts them in writing. They shall not bind KABE even if KABE does not object again upon conclusion of the contract. Deviating conditions and subsequent amendments shall only be effective if KABE expressly accepts them in writing. KABE shall be contractually bound upon receipt by the customer of the written order confirmation or, if none is issued, at the latest upon execution of the delivery or service. Contract manufacturing within the meaning of these GTC exists where KABE processes goods of the customer (or products procured by KABE on the customer’s behalf) in accordance with the customer’s specifications and subsequently delivers them to the customer or to third parties named by the customer.

These GTC are also available in German, French and Italian. In the event of any discrepancies between the different language versions, the German version of the GTC shall prevail.

2. Deliveries and services

If an order confirmation is issued by KABE or if contractual documents signed by both parties (KABE and customer) exist, those documents shall determine the scope and execution of the deliveries and services as a matter of priority. In all other respects, these GTC shall apply. Unless otherwise recorded in the order confirmation or in the contractual documents signed by both parties, the customer shall bear sole responsibility for the use of all goods delivered by KABE, items made available for use and other services (“deliverables”), including the use and interpretation of values and data provided by KABE. Obligations arising from services such as advice, introduction, installation or development shall only arise for KABE if such services were expressly warranted in the order confirmation or in the contractual documents signed by both parties. The scope of services is exhaustively regulated therein; there are no oral ancillary agreements. The presence of KABE employees on a construction site or the carrying out of monitoring assignments by KABE shall give rise to no additional claims whatsoever for the customer.

3. Prices and delivery conditions

KABE shall deliver all deliverables to the customer or to third parties named by the customer. Stated delivery dates are for guidance only and shall be deemed non-binding, even if mentioned in offers, order confirmations or other documents, unless they are expressly designated as “binding”. Fixed unloading times cannot be guaranteed and are subject to a charge. Special trips are invoiced separately. All prices are understood, unless otherwise agreed in writing, as EXW (Incoterms 2020) in Swiss francs (CHF) or in the currency stated on the offer or invoice (e.g. EUR) and exclusive of value added tax. Packaging and transport costs as well as the VOC levy are generally not included in the price. Price changes remain expressly reserved. Subject to any time-limited written quotations, the prices valid in the KABE system at the time the order is entered shall apply to the deliveries. Price changes due to significant increases in raw material prices, government regulations, etc. remain reserved at any time, in particular after order confirmation. Payments shall be made net within 30 days of the invoice date without deduction of cash discount, expenses, taxes or fees. In the event of late payment, interest on arrears at customary bank rates shall be charged. Such interest shall mean the interest that would have to be paid for commercial credit. Orders and deliveries under 30 kg may be sent by post or parcel service, while complying with the dangerous goods regulations. If expressly no parcel service (post only) is desired, the customer must inform KABE of this in writing in good time. As a matter of principle, prices apply to the largest standard container offered per unit (kilogram, litre, piece, tube, carton or spray bottle). For products with a VOC content of more than 3 % - to the extent required by law (in particular in Switzerland and Liechtenstein) - a state levy of CHF 3.00/kg VOC shall be shown separately. Deliveries are, as a matter of principle, made ex works Gossau, Arnegg, Spreitenbach or a sales outlet designated by KABE (EXW, Incoterms 2020), unless delivery carriage paid or “delivery to domicile” (CPT destination) has been expressly agreed. “Ex works” (EXW) means that all transport costs, risks and other charges pass to the buyer as soon as the goods have been made available at the agreed time on the (company) premises or at a named location. “Carriage paid” or “delivery to domicile” (CPT destination) means that the transport costs are borne by the seller, but the transport risk passes to the buyer at the latest upon loading. Transport damage must be reported to the carrier immediately and additionally notified to KABE without delay. KABE accepts no liability for this. In addition, all complaints must also be reported to KABE without delay. For orders below CHF 500.- (excluding the powder division; CHF 300.-), a surcharge of CHF 25.- per consignment shall be charged (except special agreements). From CHF 500.- (excluding taxes), delivery shall be carriage paid or “delivery to domicile” (CPT destination). Regardless of the Incoterms used, in particular the risk and danger of loss or damage shall pass to the buyer in accordance with these GTC. For special transport (e.g. express consignments) or timed deliveries (up to 10:00), surcharges apply. For hard-to-reach regions (e.g. mountain areas), a difficulty surcharge of at least CHF 150.- shall be charged. A Swiss heavy vehicle charge (LSVA)/logistics/fuel surcharge

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shall be charged as follows: CHF 0.10/kg for quantities under 300 kg; CHF 0.06/kg for quantities over 300 kg. The adjustment of the LSVA-/logistics/fuel surcharge remains reserved by KABE at any time.

4. Contract manufacturing

KABE does not acquire ownership of goods used in the context of contract manufacturing at any time. KABE's procurement of such goods is carried out on behalf of the customer. Where possible, procurement is carried out in the name and for the account of the customer. Goods delivered by the customer to KABE for contract manufacturing remain the property of the customer until a third party acquires title to them. If goods for contract manufacturing at KABE are lost or damaged and KABE is demonstrably guilty of gross negligence in this respect, KABE shall be liable for the corresponding damage up to a maximum of 10% of the respective contractual value.

5. Dates and delivery quantities

Time limits shall only begin to run once all required information and documents (e.g. plans, contractual documents) have been received by KABE in full and any preparatory performance to be provided by the customer has been properly fulfilled, i.e. in particular in full and on time. Agreed dates shall also only apply if these requirements are met in good time. Otherwise, new dates shall be set. Liability for loss of use or other damage resulting from a breach of the agreed dates or delivery quantities is expressly excluded. Partial deliveries remain reserved. For deliveries with a fixed agreed date or within a delivery time window, time deviations may occur due to traffic volumes, congestion or comparable circumstances; a specific delivery accuracy is not guaranteed. Late receipt of raw materials, operational disruptions, strikes and other cases of force majeure or events caused by chance shall release KABE from the obligation to deliver for the duration of the disruption. Under no circumstances is the customer entitled to demand cancellation of an order already in execution.

6. Shipping and transport costs and collectors

Shipping and transport are carried out – unless otherwise agreed – at the customer's risk. The costs are based on the delivery clause agreed in each case (in particular EXW or CPT). In addition, a share for LSVA transport costs shall be charged. For deliveries of small quantities, a contribution towards expenses for preparation and packaging shall be invoiced. Expenses for difficult access routes, waiting times or additional services shall always be charged additionally, irrespective of the type of invoicing. For further details on cost contributions and surcharges, please refer to the prices currently valid in the KABE system. For returns of any kind, DAP Gossau (Incoterms 2020) shall apply unless otherwise agreed. Transport costs shall be allocated in accordance with the agreement; the transport risk shall in any event lie with the sender. The carrier shall be liable in accordance with the applicable statutory provisions, in particular under CMR, with the limitations of liability provided for therein (currently 8.33 SDR/kg). The transport of dangerous goods is subject to the respective applicable national and international regulations (in particular ADR, RID, IATA-DGR or the IMDG Code). The structures and processes at KABE's Gossau and Arnegg sites are not fully geared to serving customers collecting goods themselves.

7. Transport regulations (applies exclusively in relation to carriers)

The provisions in this chapter (7.) shall apply exclusively to transport companies commissioned by KABE to provide transport services. The carrier shall assume full and exclusive responsibility, as well as the risk of loss, destruction, damage and any other impairment of the goods, from acceptance of the goods at the point of dispatch, irrespective of cause and fault, until proper delivery at the contractually agreed destination and written acknowledgement of receipt by the recipient. The carrier shall be fully liable for all direct and indirect damage, consequential damage, pecuniary loss, business interruption, diminution in value as well as additional expenses (including, but not limited to, replacement procurement, emergency logistics, inspection and sorting costs) arising from loss, destruction, damage, delayed delivery, incorrect delivery, incomplete delivery or non-compliance with contractual or statutory requirements during transport, handling, interim storage or other stages of carriage. The carrier's liability shall not be limited either as to amount or as to basis; all statutory or contractual limitations of liability, exclusions of liability or defences shall be deemed expressly disappplied, to the extent legally permissible. The carrier waives the right to rely on such limitations. The carrier undertakes, at its own expense, to take out and maintain adequate transport insurance with worldwide cover, covering the aforementioned risks without sub-limits. Upon request, the carrier shall provide a current insurance confirmation (proof of cover) as well as the relevant insurance conditions. Claims arising from loss events must be reported to the insurer without delay; any recourse claims of the carrier against third parties remain unaffected. The carrier shall ensure that the goods are properly packaged, loaded, secured and transported in compliance with all applicable regulations (including dangerous goods, customs, export control, safety and environmental regulations). Breaches of this shall give rise to the carrier's full liability. The carrier shall also bear the risk of official measures (e.g. seizure, rejection, delay, fines) and their consequences. The carrier shall be liable for the conduct of its employees, subcontractors, agents and carriers as for its own conduct. The use of subcontractors requires the prior written consent of KABE; in any event, the carrier shall remain



primarily and jointly and severally liable. The carrier shall fully indemnify KABE and its affiliated companies against all third-party claims, costs, fines, fees and expenses (including reasonable legal enforcement costs). Deviating conditions of the carrier, statutory limitations of liability or international conventions shall not apply unless KABE has expressly agreed to their application in writing. In the event of any conflict, these provisions shall prevail. This rule applies irrespective of the agreed delivery clause (including Incoterms) to the risks and obligations of the carrier from acceptance of the goods; agreed Incoterms regulate solely the relationship between KABE and the customer.

8. Warranty

All events beyond KABE's influence and control shall be deemed force majeure and release KABE from all warranty obligations, liability for guarantee, other liability and delivery obligations. In connection with the sale of products, KABE warrants compliance with the technical properties in accordance with the technical data sheets and safety data sheets currently in force until the printed expiry date. For products without an expiry date, the warranty begins at the time of delivery. In the sale of, as well as the provision for use of, KABE machines and KABE equipment, KABE guarantees the specifications set out or confirmed in the order confirmation or in the contractual documents signed by both parties at the time of handover. If KABE carries out maintenance or servicing work, its suitability for the intended use is warranted at the time the work is completed. In the context of contract manufacturing, KABE warrants exclusively the processing of the relevant goods in accordance with the customer's written specifications. KABE does not verify these specifications; responsibility for them lies solely with the customer. For the application and processing of products, the detailed instructions in the technical data sheets or safety data sheets or on the containers are binding. In addition, compliance with the recognised rules of the building trade and customary construction practice is mandatory. The products are intended exclusively for customers whose employees have the necessary specialist knowledge. Especially in the case of products not pre-dosed, the quality of execution depends to a significant extent on dosing accuracy. Prescribed mixing ratios may not be altered and homogenisation of the individual components must be ensured before dosing and mixing. In critical applications, preliminary tests and regular interim inspections must be carried out by the customer or site management. Since numerous factors can influence material processing and consumption, KABE's quantity indications are non-binding. Changes to product formulations based on new research findings are expressly reserved. KABE's warranty obligation requires that defects or lack of usability as well as damage are demonstrably attributable to defective material, defective advice or development, that the customer reports existing or impending damage to KABE immediately in writing, that the delivered items are stored and used in accordance with the product and application instructions provided by KABE, and that there is demonstrably no defective conduct by the customer or third parties or external causes (e.g. force majeure, influences of third-party products, mechanical effects, damage). Samples, both wet and dry samples, may show slight differences from the sales products in structure, effect, gloss, drying behaviour and processing conditions. Such deviations do not entitle the customer to lodge a defect complaint. Tinted materials are manufactured in accordance with internal colour specifications. The colour shade must be checked by the customer before application. Minor colour deviations, e.g. caused by factors beyond KABE's control, do not entitle the customer to lodge a defect complaint. The colour shade must under all circumstances be checked before processing to ensure that it corresponds to the ordered material. Claims for compensation arising from inaccurate colour shade or colour mix-up after processing cannot be accepted. For customer-specific products, in particular colour blends, MTOs (make-to-order), specifications and comparable bespoke items, KABE is entitled to deliver a reasonable excess or shortfall of the ordered quantity. The decisive factor is the quantity actually delivered, which will be invoiced. An exact delivery quantity is not owed. In the colour range, the shades are produced as colour-accurately as possible based on the samples available. However, minor deviations attributable to practical circumstances cannot be completely ruled out. Any further warranty is excluded, in particular:

- for the further processing of the material and the resulting work outcome;
- for the continued existence of a property of the goods which, according to the customer's experience, exists but is not recognised by KABE or is regarded by KABE as incidental and therefore not expressly warranted;
- in the processing of the goods on treated or untreated substrate material that is merely similar or related to the substrate material named in the written confirmation;
- when the material is used for a purpose not known to KABE or not foreseeable by KABE.

For deliveries and services of sub-suppliers prescribed by the customer, KABE's warranty is limited to the extent of the warranty assumed by the respective sub-supplier. The foregoing warranty is exhaustive and replaces any other warranties, in particular implied assurances or suitability for specific purposes. KABE assumes no warranty for goods processed within the framework of contract manufacturing. The warranty period is 6 months from readiness for collection or dispatch or, if agreed, from acceptance. The customer's defect rights shall, at KABE's option, consist of:

- free repair of the delivered item,
- replacement delivery free of charge or
- an appropriate reduction in price.

Any defect rights going beyond or deviating from the above exhaustive list are excluded.



9. Defects

Defect complaints do not release the customer from compliance with the delivery and payment terms. Any warranty by KABE requires that the customer carefully inspects all delivered items immediately after taking delivery, as well as services during performance, or has them inspected by third parties. Any defects or lack of suitability for use must be reported in writing without delay after they are discovered – by registered letter – to Karl Bubenhofer AG in Gossau. If inspection and notification are not carried out within the prescribed period, the deliveries (both in the case of sale and provision for use) and services shall be deemed approved as contract-compliant and free from defects. Defects recognisable immediately, in particular colour deviations or incorrect deliveries, must be reported immediately upon receipt of the goods and in any event before their processing or mixing.

10. Liability and damages

KABE shall be liable to the customer for damage caused by gross negligence or wilful conduct in connection with the delivery of products, contract manufacturing – insofar as corresponding services have been expressly agreed – defective services in the fields of advice or development, tender texts as well as supervision assignments, or the breach of contractual ancillary obligations. Liability is limited to the contract value of the delivered and complained-about products or the services invoiced. Any further contractual or non-contractual liability – in particular for direct or indirect damage, consequential damage caused by defects, loss of production, loss of use or loss of profit – is excluded to the extent permitted by law. Liability for slight negligence is likewise excluded. This exclusion of liability also applies to damage attributable to acts or omissions of KABE's legal representatives, employees or auxiliary persons, as well as to the personal contractual or non-contractual liability of such persons. For delivered products, any ex-works preset target values and parameters shall be determined at KABE's sole discretion. Liability for this is expressly excluded. The customer's claims for damages arising from defects in the purchased item are, in amount, limited to the purchase price of the affected part of the performance. Otherwise, the above limitations of liability shall apply.

11. Returns of goods and disposal

Products with limited shelf life, opened containers, cementitious products, aggregates, special products, special shades, as well as items no longer included in the range, and individual components of multi-component products, cannot be returned. KABE accepts returns of goods only after prior notification and exclusively in perfect condition, in the original packaging and carriage paid to the manufacturer's works. The value of the returns is calculated on the basis of the net value of the goods less the diminution in value. A credit note will be issued for a maximum of 80% of the net value of the goods. KABE is entitled additionally to deduct a costs amount of up to CHF 100.–. Any transport and disposal costs will be charged separately.

Return of original containers – partial recycling (special provision):

The return of unopened original containers and/or products not customised for the customer shall be effected solely with KABE's prior written consent and constitutes a voluntary service. The customer has no right to return. Owing to the considerable effort involved (inspection, decanting, administrative work, etc.), if consent is given KABE may credit no more than 80% of the original value of the goods. Transport and disposal costs shall in any event be borne by the customer.

Disposal (of non-recoverable returns):

The disposal of material no longer usable entails considerable costs for administrative processing, provision and delivery to the acceptance point in accordance with disposal requirements, as well as for the actual disposal. As a service, KABE carries out the disposal and charges the customer the resulting expenses at cost price.

12. Take-back of packaging materials

Pallets and frames remain the property of KABE or third parties commissioned by KABE and will only be taken back by agreement. In the case of Euro pallets, exchange is only against new or equivalent pallets of class A or B. All other packaging materials are deemed disposable packaging. No separate collections are made. However, KABE is not obliged to take back any further packaging. In any event, transport costs shall be borne by the customer.

13. Standards and regulations

The customer is obliged to notify KABE in writing in good time of the standards and regulations applicable at the place of use of the delivered items. The customer alone remains responsible for compliance with them.

14. Sanctions, hazardous substances, non-proliferation, export control

When reselling the products, the customer undertakes to comply with all applicable sanctions, non-proliferation rules and import and export regulations, as well as regulations concerning hazardous substances, both nationally and



internationally. The customer is responsible for the correct completion of customs declarations and for ensuring that all required customs authorisations are in place.

15. Advice

Advice provided by KABE shall only be given insofar as expressly agreed, in the form of mutual written confirmation, and shall be given to the best of KABE's knowledge and on the basis of the existing knowledge of the facts and experience. However, this information and advice concerning the suitability and application of the products does not release the customer from the obligation to carry out its own checks and tests.

16. Assignment of receivables (cession)

KABE is entitled to assign claims for remuneration for works, in whole or in part, without the customer's consent; all ancillary rights shall pass with the assignment. An assignment of claims of the customer against KABE to third parties is excluded unless KABE gives prior written consent.

17. Construction contractor's lien

KABE is entitled to have the construction contractor's lien registered for its claims arising from supplies and services in accordance with the statutory provisions. This applies both to its own claims and to work remuneration claims assigned to KABE. As assignee, KABE has standing to have the corresponding construction contractor's lien entered in the land register on a provisional or final basis and to assert it in enforcement proceedings in relation to the lien. The customer acknowledges that the effective registration of a construction contractor's lien requires the claim to be assigned in good time and in due form. KABE assumes no responsibility for disadvantages incurred by the customer as a result of late or defective declarations of assignment. The customer shall provide KABE without delay with all documents and information required for the registration and enforcement of the construction contractor's lien. The customer shall bear the costs of provisional and final registration as well as enforcement of the lien, insofar as the security event was triggered by the customer's default in payment.

18. Retention of title

The delivered goods shall remain the property of KABE until all claims arising from the respective contract of sale have been paid in full. KABE is entitled to have the retention of title entered in the retention of title register at the customer's place of residence/domicile or registered office. The customer authorises KABE to make the entry and undertakes to provide without delay all cooperation required for this purpose (signatures, particulars, documents). While retention of title subsists, the customer may neither pledge the goods, assign them by way of security nor otherwise encumber them. Processing and onward sale in the ordinary course of business is permitted. KABE is entitled to prohibit onward sale in individual cases, provided there are justified doubts as to the customer's ability to pay. In the event of onward sale, the customer assigns in advance to KABE, by way of security, any claims arising from the onward sale against third parties. KABE accepts this assignment. The customer shall handle the goods subject to retention of title carefully at its own expense, insure them adequately (in particular against theft, fire and water) and protect them against access by third parties. The customer shall notify KABE in writing without delay of any enforcement, debt enforcement or security measures by third parties relating to the goods. In the event of conduct by the customer contrary to the contract, in particular default in payment, KABE is entitled to withdraw from the contract and demand surrender of the goods subject to retention of title; further claims (damages, default interest, costs of registration and repossession) are reserved. If the goods subject to retention of title are destroyed, damaged or combined/mixed with another item, any claims for replacement or insurance shall take the place of the goods and shall be deemed assigned to KABE by way of security. The place of performance and place of jurisdiction shall be governed by the general provisions of these GTC; Swiss law shall apply.

19. Intellectual property rights

All intellectual property rights – in particular know-how – which KABE acquires or takes over from third parties in connection with contract manufacturing shall remain solely the property of KABE.

20. Further provisions

Upon conclusion of the contract or acceptance of these GTC, it is deemed agreed between KABE and the customer within the meaning of Art. 10 ChemV that the labelling of the substances and preparations is carried out in German. Where deliveries in Germany are made via KABE Pulverlack Deutschland GmbH, take-back pursuant to section 15 VerpackG is offered on request by KABE Pulverlack Deutschland GmbH.



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21. Applicable law

The contractual relationship between the parties shall be governed by Swiss law. The (non-mandatory) conflict of laws rules as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 are excluded.

22. Place of jurisdiction

For all disputes arising from this contractual relationship, the parties agree that the place of jurisdiction shall be at KABE's registered office. The place of performance is Gossau SG. KABE is however entitled to bring proceedings before any ordinary court having jurisdiction over the customer.

23. Precedence of the German version

These GTC are also available in German, French and Italian. In the event of any discrepancies between the different language versions, the German version of the GTC shall prevail.

Karl Bubenhofer AG
06.07.2026



Supplementary provisions: façade insulation (Karl Bubenhofer AG)

1. Scope of application

These supplementary provisions apply to all deliveries in the area of façade insulation. Insofar as these provisions deviate from or supplement the General Terms and Conditions (GTC), price lists, quotations/offers or product documentation of Karl Bubenhofer AG (hereinafter referred to as "KABE"), these deviating or supplementary provisions shall prevail to the corresponding extent. In all other respects, KABE's GTC shall continue to apply in full and unchanged.

2. Prices and value added tax

- 2.1. The prices applicable on the day of delivery shall apply to all orders. Price changes remain reserved.
- 2.2. All prices are exclusive of value added tax and ex works, unless otherwise agreed in writing.

3. Samples

- 3.1. Up to four wet samples (1 kg each) or four sample panels (50 x 50 cm) per construction site shall be supplied free of charge.
- 3.2. Each additional sample shall be charged at CHF 40.00 per panel.
- 3.3. Sample panels in the 100 x 100 cm format shall always be invoiced at CHF 80.00 per item.

4. Delivery conditions

- 4.1. Deliveries are generally made carriage paid to the construction site or warehouse, provided there are normal access routes to the unloading point. Unloading is the responsibility of the recipient. Transport damage and completeness of the delivery must be checked immediately upon acceptance of the goods and noted on the delivery note
If the supplier performs self-unloading, a surcharge of CHF 250.00 shall be charged.
- 4.2. Damage during unloading: the goods shall be unloaded at the agreed place of delivery at the "kerbside". If, after notification, the recipient instructs the chauffeur to take the goods to another place, this shall be done solely on the recipient's instructions and at the recipient's risk. This also applies if the chauffeur carries out the transport on his own initiative. Neither KABE nor the carrier shall be liable for any damage arising in this context. In this context, the driver acts exclusively as the recipient's assistant.
- 4.3. Deliveries by crane lorry shall be charged according to actual effort.
- 4.4. Orders for stock products for delivery the next day received after 14:00 will still be executed, if possible; a processing fee of CHF 200.00 will be charged for this.
- 4.5. For carriage-paid deliveries from the same warehouse, a minimum net goods value of CHF 2'000.00. If this is not reached, a transport surcharge of CHF 150.00 will be charged.
- 4.6. The net goods value of site-related deliveries (items, top coats, etc.) is not cumulative, even if these are ordered at the same time and for the same date.
- 4.7. For deliveries from Gossau (top coats and colours) up to three kettles, a surcharge of CHF 50.00 is charged; up to ten kettles, CHF 80.00.

5. Warranty

- 5.1. Any complaints must be notified in writing within eight days of receipt of the goods, but at the latest before use. If notice is not given in time, the goods shall be deemed approved.
- 5.2. In the event of transport damage, corresponding reservations must be made immediately upon delivery. In the case of rail transport, an official railway report of the facts must additionally be obtained.

6. Return of goods

- 6.1. Returns of goods require prior agreement with KABE.
For returned goods, a deduction of 35% of the net goods value, but at least CHF 120.00, will be charged as handling costs.
Acceptance of returns will only take place if the goods are in perfect, resalable condition and in whole packaging units. Loading and transport costs shall be borne by the customer.
For returned top coats, the following credit rates apply: white or stock products 50%, colour shades 30%.
Credit notes under CHF 50.00 will not be issued.
- 6.2. If it is established with returned goods that they are no longer saleable, no credit will be issued. Disposal costs will be charged to the customer at cost price.
- 6.3. For products that were specifically manufactured or procured to order, there is an obligation to take delivery of the entire agreed quantity.



7. Silo space requirements and liability

- 7.1. The buyer determines the location of the silo and prepares it at their own expense. They provide all equipment for loading and unloading and ensure professional placement.
The access road must be at least 3.5 m wide and passable without obstruction. The stand area must be at least 2.5 x 2.5 m in size, load-bearing, level and free of overhead lines.
A filled silo (18 m³) weighs up to 35 tonnes; the subsoil must therefore be checked for stability on a permanent basis. If in doubt, consultation with the site management is required.
- 7.2. Delivery and collection of the silo are carried out by commissioned third parties (carriers). KABE accepts no liability for this. The customer bears sole responsibility for the location, operation and compliance with all applicable regulations (in particular those of KABE, SUVA and the authorities).
For any damage arising therefrom, the customer alone shall be liable, to the extent permitted by law.
- 7.3. For extended standing times, rent of CHF 100.00 per week will be charged.

8. Advice

- 8.1. Notes, suggestions and examples in publications or by KABE employees are provided to the best of our knowledge, but without guarantee. They do not replace the customer's own inspection and as a rule do not take into account any extraordinary mechanical or chemical stresses. They correspond to our present knowledge and relate to normal cases, as frequently occur in practice.
- 8.2. It is the responsibility of planners and processors to take proper account of all influences, to apply KABE's information accordingly and to carry out regular checks.

9. Payment terms

- 9.1. Unless otherwise agreed, the payment term is 30 days net from the invoice date. Unauthorised deductions will be charged subsequently.
- 9.2. In the event of late payment, default interest of 5% p.a. will be charged, but at least at the then applicable statutory interest rate.

10. Miscellaneous

- 10.1. All information corresponds to the state of the art at the time of printing.
- 10.2. Product, material and price changes reserved at any time. The binding period for offers is three (3) months.

Karl Bubenhofer AG
06.07.2026