

# Quotation General Terms

# GTQM

## GENERAL CONDITIONS OF SALE OF Graph Tech AG

### 1. Application of these terms and conditions

All quotations given, orders accepted and contracts entered into by Graph Tech AG ("Graph Tech") with any party ("Purchaser") for the supply of goods ("Goods") and for services ("Services") are subject to these conditions of sale ("Conditions"). All other terms and conditions, whether expressly stipulated by the Purchaser or implied by trade custom, course of dealing or otherwise, are excluded. No variation to these Conditions will be effective unless agreed in writing by an authorised representative of Graph Tech.

### 2. Order

2.1 Any order issued by the Purchaser shall be deemed placed subject to these Conditions and shall constitute an offer that Graph Tech may accept or reject. The contract between Graph Tech and the Purchaser ("Contract") shall be formed at the time Graph Tech accepts the Purchaser's order. Graph Tech may accept the Purchaser's order by issuing an order acknowledgement or by other means, including commencing the supply of Goods or performance of Services.

2.2 The Purchaser shall be responsible to Graph Tech for ensuring the accuracy of the terms of any order, including any applicable specification submitted by the Purchaser, and for giving to Graph Tech any necessary information relating to the Goods and Services within a sufficient time to enable Graph Tech to perform the Contract in accordance with its terms.

### 3. Price and Payment

3.1 The price of Goods and Services shall be the price quoted by Graph Tech. Quoted prices shall remain valid for 30 days. Prices do not include VAT.

3.2 Unless otherwise agreed in writing, payment of invoices shall be made in full without any deduction or set-off within 30 days of the invoice date. Payment shall be due whether or not property in the Goods has passed. Time for payment shall be of the essence and if payment is not made in full by the due date Graph Tech may, without prejudice to any other remedy:

3.2.1 Charge the Purchaser compound interest (running before and after judgment) on all overdue sums at the rate of 2% per month from the date such sum became due to Graph Tech until the Purchaser pays such sum in full together with such interest; and/or

3.2.2 Suspend or cancel further supply of Goods or performance of Services until the Purchaser makes payment in full together with any applicable interest.

### 4. Delivery

4.1 Delivery of the Goods shall, unless otherwise agreed, be made by Graph Tech delivering the Goods to the location specified in the Purchaser's order or by the Purchaser collecting the Goods at Graph Tech's premises.

4.2 Any dates or times for delivery of Goods and performance of the Services are approximate only. Graph Tech shall use reasonable endeavours to meet such dates or times but so long as it uses such reasonable endeavours Graph Tech shall not be liable to the Purchaser, in contract, tort, negligence or otherwise for any loss or damage whatsoever resulting from any late delivery or performance.

### 5. Risk and Title

5.1 Risk of damage to, or loss of, the Goods shall pass to the Purchaser when Graph Tech delivers the Goods to the Purchaser, or if the Purchaser collects the Goods from Graph Tech, when the Goods are loaded onto transport at Graph Tech's premises.

5.2 Notwithstanding the passing of the risk, Graph Tech shall retain title to and ownership of the Goods until it has received payment in full of all sums due for the Goods.

5.3 Until title in the Goods has passed to the Purchaser, the Purchaser shall be in possession of them as a bailee of the Goods for Graph Tech and shall store the Goods, properly insured and protected, separately from any Goods belonging to the Purchaser or any third party and shall be clearly marked and identifiable as being Graph Tech's property. Graph Tech shall be entitled to enter the Purchaser's premises upon reasonable notice to verify the Purchaser's compliance with this condition. If the Purchaser fails to make any payments to Graph Tech when due, or any of the circumstances set out in condition 8.2 arise, then Graph Tech will have the right, without prejudice to any other remedies:

5.3.1 to enter, without prior notice, any premises where Goods owned by Graph Tech may be, and to repossess and dispose of any such Goods; and/or

5.3.2 to require the Purchaser not to resell or part with possession of any Goods owned by Graph Tech until the Purchaser has paid in full all sums due to Graph Tech under this or any other Contract.

5.4 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness or, any of the Goods which remain the property of Graph Tech, and if the Purchaser does so all monies owing by the Purchaser to Graph Tech shall (without prejudice to any other right or remedy of Graph Tech) forthwith become due and payable.

### 6. Warranty & Liability

6.1 Graph Tech warrants that the Goods manufactured by it will be free from defects in materials and workmanship for a period of 12 months from the time that risk in them passes to the Purchaser or in the case of inks or other fluids for a period ending on their stated expiry date. In the case of any breach of warranty then Graph Tech shall at its option remedy such defects or refund such sums as the Purchaser has paid to Graph Tech in respect of such Goods. Graph Tech shall be under no liability under the above warranties:

6.1.1 arising from any drawing, design or specification supplied by the Purchaser;

6.1.2 arising from improper installation, storage, use, modification or operation including but not limited to the use of inks and other fluids not approved by Graph Tech; or

6.1.3 in respect of parts, materials or goods not manufactured by Graph Tech in which case Graph Tech shall use reasonable endeavours to pass on to the Purchaser the benefit of any warranty or guarantee as is given by the manufacturer or supplier to Graph Tech.

6.2 Graph Tech warrants that it will carry out the Services with reasonable care and skill. If Graph Tech is shown to be in breach of this warranty in respect of particular Services it shall at its option and cost either re-provide those Services or refund any sums already paid in respect of those Services.

6.3 Graph Tech does not exclude or limit its liability in negligence for death or personal injury, or for fraud or wilful default, or otherwise to the extent as any exclusion or limitation of its liability is void, prohibited or unenforceable by law.

6.4 Subject to conditions 6.1, 6.2 and 6.3, all representations, warranties and conditions implied by trade custom, course of dealing, statute, common law or otherwise are excluded to the fullest extent permitted by law.

6.5 Subject to condition 6.3, in no circumstances shall Graph Tech be liable to the Purchaser, in contract, tort, negligence or otherwise, for any incidental or consequential loss including, without limitation, any loss of profit, business, revenue, goodwill or anticipated savings or for any special, exemplary or consequential damages or other financial loss whatsoever arising out of or in connection with the Contract or the supply of the Goods or Services or their use or resale (if applicable) by the Purchaser.

6.6 If notwithstanding the provisions of these Conditions, Domino is found liable for any loss suffered by the Purchaser arising in any way out of or in connection with the Contract or the supply of any Goods or Services, that liability shall in no event exceed the price paid for such Goods or Services.

6.7 The parties hereby confirm that notwithstanding any other provision of the Contract or these Conditions, the Contract shall not and shall not purport to confer on any third party the right to enforce any term of the Contract for the purposes of the Contracts (Rights of Third Parties) Act 1999.

6.8 Components with limited warranty. Print head modules:

6.8.1 Repair of blocked print head nozzles is not covered by warranty.

6.8.2 If a print head module is otherwise found to be defective within 12 months from the date of shipment and with less than 180,000,000 firing cycles the module may be returned to Graph-Tech for evaluation under its returned merchandise authorisation process and OEM shall purchase a replacement print module. Graph-Tech will provide a credit to the OEM for the replacement module purchase if, following its evaluation, the returned print head module is found to be defective in materials or workmanship.

### 7. Force Majeure

Graph Tech shall not be deemed in breach of the Contract or otherwise liable to the Purchaser, by reason of any delay in performance, or non-performance of its obligations under the Contract to the extent that such delay or non-performance is caused by an event or circumstance beyond Graph Tech's reasonable control. In such event Graph Tech may, without liability to the Customer, reasonably vary the terms

of the Contract including but not limited to extending the time for performing the contract by a period of at least equal to the time lost due to such an event.

### 8. Termination

Graph Tech may at any time by notice in writing to the Purchaser terminate the Contract with effect from the date of service or of such notice if:

8.1 the Purchaser commits a material breach of the Contract and fails to remedy such breach within 14 days after Graph Tech has given written notice to the Purchaser identifying the breach and requiring it to be remedied; or

8.2 the Purchaser is unable to pay its debts as they fall due within the meaning of SR 281 (Ordentliches Verfahren bei Schuldbetreibung und Konkurs) or if any petition is presented for the appointment of an administrator or receiver or trustee in bankruptcy in respect of the Purchaser or any part of its undertaking or assets or an administrative receiver is appointed in respect of any of the Purchaser's undertaking or assets or if the Purchaser makes or attempts to make any arrangement with or for the benefit of its creditors or if the Purchaser ceases or threatens to cease to carry on business.

### 9. Miscellaneous

9.1 The expression "in writing" and "written" includes fax transmission.

9.2 Graph Tech shall be entitled to sub-contract any or all of its obligations under the Contract and to assign the Contract.

9.3 Any failure or neglect by the Graph Tech to enforce at any time any provision of the Contract shall not be construed nor deemed to be a waiver of any of Graph Tech's rights under the Contract.

9.4 The Contract shall be governed and construed in accordance with Swiss law and the parties hereby submit to the exclusive jurisdiction of the Swiss courts in relation to any claim or controversy arising out of or connected with the Contract.

### 10. PPENDIX I

10.1 Food Packaging Use of Inks  
Domino UV-Curable inks for the N600i including UV60YL, UV60MG, UV60CY, UV60BK)  
Domino's UV-curable inks may be suitable for food packaging applications subject to certain important restrictions.

Separate regulations are in place, applicable both to the European Union (Regulation (EC) No 1935/2004 and Regulation (EC) No 2023/2006) and in the USA through the FDA 21 CFR Parts 170-186). Please remember that the CUSTOMER, as a user of food contact materials, is responsible for determining which regulatory requirements apply to the use of the materials produced and ensuring that the use of these materials is in a manner that complies with the applicable regulatory requirements in the respective jurisdictions.

#### 10.2 Food Contact

Domino UV-curable inks are not FDA-cleared for contact with food, and therefore you should not use them in circumstances in which such contact might reasonably be expected to occur, via off-set, migration or otherwise.

#### 10.3 Off-Set

Domino UV-curable inks are not suitable for use where there is risk for off-set onto the food contact side of the packaging material. This would include, for example, printing onto film where the printed side is in contact with the food contact side of the packaging within a roll of material.

#### 10.4 Migration

It is generally known that some components of UV-curable inks, especially when not fully cured, can migrate into food when in contact with food, and can migrate into food through certain packaging materials. Domino has examined its products and believes such migration may occur during some common food use conditions.

Consequently Domino only recommends the use of its UV-curable ink jet inks where either there is an effective packaging barrier between the ink and the food, or where migration testing is undertaken to confirm migration is not detected at appropriate limits of detection or that levels are within regulatory limits.

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