



GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)

General

Business relations between us and our customers are governed solely by our General Terms and Conditions of Business (GTC). Our GTC are always part of our offers and tenders and following acceptance of an offer or following an order from a customer, automatically become part of all contracts concluded with our customers.

Place of Performance

Non-domestic orders do not mean that the contract with our customer is an international business relationship. We offer our products in Switzerland and sell in Switzerland on the basis of Swiss law. Place of performance for delivery is ex warehouse. Risks and benefits are passed on to the customer at the place of performance. Shipment of goods to the customer is performed at the request and expense of the customer. Expenses include packaging, shipping and handling, customs and insurance, if applicable.

Lead time and Delivery Date

We deliver as soon as possible. Delivery delays within the framework of normal business operations do not justify non-acceptance or consequential damage claims.

We do not assume liability for any delay occurring during shipping, unless a definite date of delivery was agreed to in writing.

Guarantee

Immediately upon receipt of goods with discernable defects or as soon as non-discernable defects are recognized, a written notice of defects must be conveyed to our head office. A defect is defined as any deviation from the contract as far as the cause of the deviation lies within our responsibility.

Remedy of defects recognized by us as such ensues in the following order: rework of goods, exchange of goods purchased or cancellation of the contract.

Liability

We assume liability only for direct damage to the goods. Liability for consequential harm caused by a defect is excluded. The limit of liability is restricted solely to the subject matter of the contract on a value basis. Liability for damage to or loss of data belonging to the customer on his, our or other data storage media as well as on electronic data transmission paths and networks is expressly waived. It is the responsibility of the customer to ensure the existence of safety copies of his data.

Method of Payment

Payment is due 7 days after receipt of invoice to the account indicated. The first payment reminder will include past due fees of 5 %.

Reservation of Proprietary Rights

All goods remain our property until complete payment has been made. The customer agrees to cooperate in the formal documentation of proprietary rights and claims.

Changes and Additions

Changes and additions to these CTB and / or to the contract with our customer must be in written form. Correspondence via Email, electronic communication paths and by telefax fulfils the requirements of simple written form for mutual day-to-day business.

Court of Jurisdiction and Applicable Law

As a Swiss company we conclude contracts in compliance with Swiss law only, in particular with the laws of the Canton of Thurgau. Court of jurisdiction for capital goods is optionally at our head office address at our home in Kreuzlingen, Switzerland or the Commercial Court of Zurich. Court of jurisdiction for consumer contracts is determined by mandatory provisions. The location of the defending party is valid as court of jurisdiction in all cases.

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