

GENERAL TERMS OF SALE AND SUPPLY

1. GENERAL

- 1.1 Unless expressly provided otherwise in writing, all orders shall be subject to the terms set out herein.
- 1.2 To be legally effective, any verbal agreements and orders shall require our acknowledgement in writing.
- 1.3 On orders given on behalf of or for the account of third parties, the party ordering shall be liable for the performance of all obligations arising thereunder

2. TENDERS, SAMPLES

- 2.1 Tenders shall invariably be given without engagement on our part. The obligation to supply thereunder shall only on our arise acknowledging the order in writing.
- 2.2 Samples and specimens shall only be considered as approximations. They shall hold good for thickness, mechanical properties and coating but not for any other properties.

3. TIMES OF DELIVERY

- 3.1 Any times of delivery shall be observed subject to production proceeding without obstruction. They shall, however, invariably be given without engagement on our part.
- 3.2 In the event of an Act of God or any circumstances beyond our control (such as major difficulty in obtaining raw materials, production stoppages, strikes, war etc.), we shall be released from any obligation to supply and the customer shall not be entitled to claim any indemnity for such failure.

4. PRICES

- 4.1 All prices stated are firm prices. Unless otherwise arranged, prices valid at the time of delivery are applicable.
- 4.2 For local deliveries prices are free domicile; for abroad, prices are ex works Seewen SZ (Incoterms 2010). Surplus charge for special delivery are to be borne by the customer. We do not offer the possibilities of drop shipments to third parties.
- 4.3 All prices are in Swiss Francs unless stated otherwise.
- 4.4 For domestic orders (CH), which do not reach an order value of CHF 200.00 net, we reserve the right to charge a minimum quantity surcharge of CHF 25.00.

5. QUANTITY ORDERED

- 5.1 Quantities ordered may exceed 10% more or less; +/- 15% with cut sizes.

6. DISPATCH

- 6.1 All consignments shall be carefully packed. Packing shall conform to commercial usage. No packing material shall be taken back.
- 6.2 Insurance against damage or loss in transit shall only be contracted by us at the client's express request and expense.
- 6.3 Dispatch shall invariably at the client's risk.

7. MEASUREMENTS AND WEIGHTS

- 7.1 All measurements and weights stated shall be subject to the commercial tolerances.

8. PRODUCT WARRANTY

- 8.1 Claims will only be accepted if the goods supplied are defective, considerably diminishing the quality or fitness for a particular purpose or general use or rendering them unfit for any such use, and if the customer notified us of a defect as stipulated below. In this case, the customer will receive a replacement, free from defects. A warranty claim by a customer will not entitle him to withdraw from the contract or demand lower prices, cancellation of sale and/or compensation for direct or indirect damages incurred. Instructions, recommendations and suggestions as to the use and application range of goods supplied by us are given to the best of our knowledge, based on practical experience. However, they are not legally binding and do not constitute a customer's right to claim. Also, they do not dispense the customer from testing the goods himself with view to the intended use.

9. CUSTOMER'S COMPLAINT

- 9.1 In accordance with the above, a warranty claim will only be accepted, if
 - a) we are notified of such a claim upon receipt of the merchandise, and the goods and defects are stated
 - b) the rejected goods are kept at our disposal or returned, if requested. Complaints received with delay cannot be considered.
- 9.2 Goods with evident manufacturing defects will be fully replaced with products of the same quality.
- 9.3 Any compensation is limited to the goods themselves. Indemnities for consequential damages are inadmissible.
- 9.4 Defective quality in any shipment will not constitute a reason to cancel the remainder of any such order or the contract itself.

10. TAKING BACK OR EXCHANGE

- 10.1 We shall not take back or exchange any merchandise definitely purchased.

11. PROPERTY RETENTION CLAUSE

- 11.1 The merchandise supplied shall remain our exclusive property until full satisfaction of all our claims. Until then, the client shall neither alienate nor pledge the merchandise nor assign it as security, and he shall notify us without delay of any execution enforced against such merchandise by third parties.

12. APPLICABLE LAW AND JURISDICTION

- 12.1 Swiss Law shall apply for all contracts, place of jurisdiction is Schwyz/Switzerland.