

General Terms and Conditions of Business (GTC) Sefag Components AG

1 General / scope

- a. For all relationships between Sefag Components AG and the Customer, in particular delivery and processing as well as advice associated with products, the following General Terms and Conditions of Business of the company Sefag Components AG shall be exclusively applicable.
- b. By accepting the offer made by Sefag Components AG, the Customer recognises the binding nature of the GTC, including those pertaining to the place of performance and the place of jurisdiction. The GTC have precedence over those of the customer. The valid GTC of Sefag Components AG are available under www.sefag-ag.ch/en/company/downloads.
- c. Deviating agreements are admissible only with the written consent of Sefag Components AG.

2 Offers

- a. All offers made by Sefag Components AG shall be made exclusively in written form.
- b. Offers made by Sefag Components AG are non-binding, insofar as no validity deadline has been agreed. Technical amendments of the products or technical further developments remain reserved.
- c. Documents that are part of the offer, such as images, drawings, manufacturing documents, weight and dimension data etc. are merely guidelines, unless they are expressly designated as binding. Sefag Components AG reserves all proprietary rights and copyrights to offers, drawings and other documents.
- d. All orders or offers shall be confirmed in writing by Sefag Components AG following receipt and correction of any possible discrepancies. The agreement shall be established at the time of the order confirmation by Sefag Components AG.

3 Prices

- a. The prices are shown ex registered domicile of Sefag Components AG, CH-6102 Malters, Switzerland, excluding transport and packaging costs; a deviating offer based on Incoterms 2010 remains reserved.
- b. Price adjustments brought about by changes of market circumstances, raw material prices or due to foreign exchange fluctuations remain reserved.
- c. The prices are shown excl. value added tax in Switzerland.

4 Deliveries

- The written order confirmation by Sefag Components AG is authoritative for the scope of the delivery.
- a. In the event of the occurrence of unforeseen events, such as in cases of force majeure, operational disruptions and interruptions, strikes, storms, epidemics, difficulties or lack of materials, machine or tool breakages etc. shall cause the agreed deadlines to be adjusted reasonably by reciprocal agreement. Delivery deadlines shall be deferred until the agreed payments have been made by the Customer.
 - b. If the delivery cannot be performed on the agreed date for reasons for which Sefag Components AG is not responsible (cf. Fig. 4.a), then Sefag Components AG shall be entitled to invoice the resulting costs (e.g. warehouse charges).
 - c. Delivery delays shall not entitle the Customer to withdraw from the Agreement or to demand compensation for any possible resulting damages.
 - d. The consignment shall be performed in every case at the risk and expense (transport, customs etc.) of the Customer (Incoterms 2010), unless otherwise agreed.

5 Manufactures

- a. The Customer is responsible for ensuring the accuracy and availability of all technical documents (drawings, specifications, standards and details in general etc.) that Sefag Components AG requires to draw up the offer as well as to fulfil the order.
- b. The title and utilisation rights to all works produced by Sefag Components AG for the Customer, in particular technical documents (drawings, specifications, manufacturing and production documents and details in general etc.) are protected by copyright and may be processed, further developed, used and assigned by Sefag Components AG without restriction. The Customer shall not have any title or utilisation entitlement to these.

6 Payments

- a. Following the partial or comprehensive consignment of the ordered products, Sefag Components AG shall submit an invoice that is due for payment at the latest within 30 calendar days (default date); a different agreement remains reserved. If the payment is not made on time, the Customer shall be in default and Sefag Components AG shall automatically be entitled to charge the Customer default interest, dunning expenses and intervention as well as reasonable costs of its legal representative.
- b. Offsetting, settlement and retention rights of the Customer, including for claims arising out of warranty, are excluded, unless the counter-claim is uncontested or has been ascertained with legal effect.

7 Reservation of title

- a. The delivered goods shall remain the property of Sefag Components AG until payment has been made in full, irrespective of the legal grounds.

8 Warranty and liability

- a. Sefag Components AG warrants that the goods and services correspond exclusively to the specifications defined in the Agreement. Warranty is excluded:
 - a. if products are not properly stored, installed, put into operation and/or used/applied by the Customer or a third party,
 - b. in the case of natural wear,
 - c. in the event of improper maintenance, handling as well as application and utilisation,
 - d. in the event of the use of unsuitable operating equipment,
 - e. in the event of damage caused by repairs and/or modifications and/or other works performed by the Customer or a third party that were not expressly approved by Sefag Components AG in advance.
- b. The warranty shall exist only insofar as:
 - fitting, installation and commissioning is performed by a specialist enterprise in accordance with the assembly instructions in the respective valid version;
 - if Sefag Components AG was given the opportunity to check the reported defects in situ without delay after the appearance of any possible defects;
 - if confirmation of the proper commissioning as well as the regular servicing and maintenance by a specialist company is documented.
- c. The Customer must check the product without delay following receipt. Identifiable defects must be reported by the Customer to Sefag Components AG in writing and in detail within one week of receipt of the product. It must be clearly apparent to Sefag Components AG from the notice of defects what specific defect is involved.
- d. The customer shall be exclusively entitled to rectification or replacement delivery. Sefag Components AG shall decide at its complete discretion whether rectification is to be performed. The Customer must provide Sefag Components AG with sufficient opportunity to perform rectification works without delay; otherwise, Sefag Components AG may also refuse to provide a replacement delivery.
- e. If the rectification is not successful, then the Customer shall be entitled to reduce the price or in the case of serious material defects to withdraw from the Agreement; the conversion right in the event of serious material defects is excluded if the rectification by Sefag Components AG was based upon incorrect or incomplete technical documentation provided by the Customer.
- f. The warranty period is one year from the date of consignment.
- g. In the case of used products, any warranty on the part of Sefag Components AG shall be excluded.
- h. The Customer has solely the rights specified in Fig. 8. Any further liability of Sefag Components AG, irrespective of its legal grounds, shall be excluded, in particular for direct or indirect damages suffered by the Customer or any third party.
- i. The liability of Sefag Components AG, irrespective of its legal grounds, shall be limited to wilful intent and gross negligence.
- j. Sefag Components AG does not offer any warranty for damage caused by mechanical strain and/or changes caused by weather-related influences. Minor colour deviations and/or surface imperfections that do not have any economically relevant impact on the function of the parts and components are also not covered by the warranty. Liability for damage caused by force majeure and malfunctions that are attributable to incorrect assembly and/or installation of the products. Sefag Components AG accepts no liability whatsoever for any possible defects and consequential costs. The warranty performances of Sefag Components AG may not be assigned without the prior written approval of Sefag Components AG.

9 Severability clause

- a. The legal invalidity of individual parts of the GTC shall not invalidate the other parts or the Agreement as a whole. Any such invalid provision shall from the outset be deemed to have been replaced by a valid provision that approximates as closely as possible to the economic intention of the Parties.

10 Place of performance, place of jurisdiction

- a. Swiss law (Code of Obligations – “OR”) is applicable, whereby the United Nations Convention on Contracts for the International Sale of Goods (“CISG”) as well as conflict of laws provisions shall be excluded. The place of performance and place of jurisdiction is the registered domicile of Sefag Components AG, Malters (Switzerland). Sefag Components AG is entitled, however, to assert its rights against the Customer before the courts at the registered domicile of the Customer or before any other competent court.