

# General Terms and Conditions

## by the members of Swissgalvanic

As of 2016

### 1. Scope of Application and Applicable Law

The present General Terms and Conditions (GTC) apply to all orders and services implemented by Stalder AG in accordance with the customer's instructions. Any general terms and conditions of the customer shall apply only insofar as Stalder AG has expressly accepted them in writing.

The following standards shall be binding on the legal relationship between Stalder AG and the customer, in the order of priority indicated below:

- special written agreements;
- the present General Terms and Conditions;
- for consultancy work, Art. 394 et seq. Swiss Code of Obligations (SCO);
- for contracts for work and services, Art. 363 et seq. SCO.

### 2. Documents and Materials of the Customer

Drawings, quality specifications, measurement points, materials and work specifications, standards, etc. shall be provided to Stalder AG by the customer and shall be regarded as instructions. In the absence of detailed documents, Stalder AG shall be required to provide a standard of workmanship and quality consistent with the industry standard. For the final dimensions required by the customer, Stalder AG must be supplied with workpieces whose gross sizes have been verified. The necessary gauges must be provided by the customer to enable tolerance finishing. Shafts, axles and similar parts must be supplied in concentricity condition.

Stalder AG shall carry out a general inspection of the material provided by the customer. Material deviations from the specified weight and quantity, as well as apparent defects, must be reported to the customer in writing. The customer must then decide on the subsequent course of action within a reasonable time.

### 3. Offers, Conclusion of Contract

Price lists and price information communicated orally do not constitute offers but rather shall be considered as non-binding reference prices and shall only become a basis of the contract if the parties agree on them. Offers by Stalder AG that are not limited in time shall remain binding for 90 days.

Contracts shall be deemed concluded if the electro-plater has confirmed an order in writing; if the customer has accepted Stalder AG's offer in writing; or upon acceptance of the delivered goods, unless the order is rejected within a reasonable time after the inspection of the goods.

### 4. Execution

Stalder AG undertakes to execute orders with due care and in accordance with the state of the art science and technology. If defects in material are identified, Stalder AG shall report them to the customer. The customer must then issue the necessary instructions for purposes of continuing the work. Insofar as the customer is at fault for the defects in material, Stalder AG may charge the customer for any additional costs arising from the customer's new instructions.

### 5. Delivery Periods

Delivery periods are only binding if they have been confirmed in writing

by Stalder AG. Agreed delivery periods shall not begin to run until all instructions necessary for executing the work have been issued and all necessary deliveries of materials have been made. Thereafter, if instructions or materials are missing, the agreed delivery periods shall be suspended. Furthermore, the delivery periods shall be suspended in the event of defective deliveries by third parties, material interruptions of operations and accidents, as soon as Stalder AG has reported these production delays to the customer in writing, and until such time as they are resolved. In this case, the customer has no right to compensation of any loss. If the non-compliance with the delivery periods is attributable to force majeure, the periods shall be extended proportionately.

Work already performed must be paid for in each case.

### 6. Inspection, Acceptance, Right of Remedy

After delivery of the workpieces, the customer must inspect the work and inform Stalder AG of any and all defects in writing within eight (8) days. Otherwise, the work shall be deemed approved as free from defects. The ordering party must notify Stalder AG of any and all latent defects in writing within eight (8) days of identifying the same. Once the deadlines for reporting defects have lapsed, any rights as to defects are forfeited.

If a work proves to be defective at the time of acceptance, the customer must give Stalder AG the opportunity to remedy the defects for which Stalder AG is responsible within a reasonable time and at Stalder AG's expense. If the customer fails to request remedy of the defects within a reasonable time, the customer forfeits its rights as to defects.

### 7. Transfer of Benefits and Risks

The benefits and risks associated with the refined workpieces shall pass to the customer once the goods are made available for return delivery ex works, even if the return delivery is carried out at Stalder AG's expense.

### 8. Prices, Packaging, Transport and Insurance

Prices shall be net, without discounts or other reductions, ex works. Taxes, fees, customs duties or other ancillary costs shall be borne additionally by the customer.

Packaging and containers shall be charged additionally by Stalder AG, insofar as the Customer's packaging used for the initial delivery cannot be used for the return delivery of the processed goods. Transport shall be at the expense and risk of the customer. Any and all insurance coverage is the responsibility of the customer.

Stalder AG reserves the right to adjust its prices if the production costs change between the date of the offer and the date of delivery in accordance with the contract.

### 9. Payment Terms/Consequences of Default

Invoicing shall occur upon delivery of partial or full orders or upon notification that the goods are ready for collection. Stalder AG shall be entitled to surrender the refined goods only upon receipt of payment in cash.

Unless otherwise agreed in the contract, payments are due within 30 days of receipt of the invoice. In the event of default in payment, default interest of 5% shall be due beginning on the 31st day, no

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special reminder being necessary. As of the second reminder, all dunning and collection costs of at least CHF 50.00 shall be charged to the customer.

### 10. Warranty/Liability

Stalder AG shall warrant that the work he provides is of a quality which complies with the industry standards. Stalder AG makes no further warranty, particularly as regards the fitness of the workpieces for particular purposes. For the refinement of small components, a scrap rate of up to 5% is expected. Any further processing of the workpieces by the customer shall preclude the customer from subsequently asserting rights as to defects.

For loss or damage events arising from Stalder AG's consultancy work, Stalder AG's liability shall be based on the law of agency within the meaning of Art. 398 SCO.

Stalder AG's liability under a contract for work and services for damage to the product itself and any further damages shall be limited. In case of a loss or damage event, this liability shall be limited to the duty to remedy defects and to compensate for direct financial losses. The extent of financial loss includes only the compensation of direct losses, insofar as these were directly caused by a proven deliberate or grossly negligent breach of the contractual or pre-contractual duties or other duties of care by Stalder AG. Stalder AG's liability for damages is limited to no more than the amount of the refinement price for the damaged workpieces. Stalder AG shall not be liable for any indirect losses, such as lost profits, loss of output, loss of customers, etc. If the refined product is designed for personal use, Stalder AG is liable under the Swiss Product Liability Act.

### 11. Severability Clause

If one or more provisions of these Standard Terms and Conditions or parts of the contract concluded with the customer are or shall become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision with a provision whose economic purpose is as consistent as possible with that of the invalid provision.

### 12. Place of Performance, Jurisdiction and Applicable Law

For their legal relationship, the parties have selected Engelburg, St. Gallen the location of Stalder AG's registered office as the place of performance and jurisdiction.

Stalder AG has the right to assert its claims in the courts of the debtor's domicile.

The laws of Switzerland shall apply, excluding the conflict of law provisions of international private law and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

### Stalder AG, Engelburg SG

