

General terms and conditions of sale and supply

for Alu Menziken Extrusion Ltd.

The legally binding German original text of these General terms and conditions of sale and supply can be found on our website www.alu-menziken.com

Une traduction Française de ces Conditions générales de vente et de livraison est disponible sur notre site www.alu-menziken.com

General

These general terms and conditions of sale and supply apply to all supplies of goods and services (hereafter called goods) referred to in the offer or in the seller's order confirmation, unless agreed otherwise in writing. The purchaser's conditions of purchase are not applicable even if no specific objection has been made to them.

Acceptance of the goods signifies in all cases recognition of these conditions by the purchaser. Insofar as these conditions do not contain any regulations the Swiss law of obligation applies subsidiarily, excluding the United Nation's Convention on Contracts for the Sale of Goods .

All communications relating to transactions made under these conditions must be in written form, by letter, fax or e-mail; the written form may be renounced only by written agreement.

Offers

Offers made by the seller are, subject to special agreement, binding only if accepted immediately by the purchaser and are in any case subject to these general terms and conditions of sale and supply.

Orders

Orders for supplies become binding upon confirmation of the order by the seller. This will be given in writing following clarification and acceptance of all details. Verbal or written agreements and changes to orders that have been placed likewise require written confirmation by the seller in order to become valid.

The seller may agree in writing to the cancellation or alteration of a confirmed order if the state of the works permits. The costs arising from the cancellation or alteration of an order will be borne by the purchaser.

Prices

The prices refer to the total volume of goods deliverable in a consignment. If contrary to the offer/order confirmation the purchaser specifically requests part consignments, the specifications, prices and conditions will be based on the volume of each part consignment.

Unless otherwise agreed, prices are ex works, unpackaged, exclusive of VAT and all other taxes, duties, charges etc. levied on the conclusion or execution of an order.

Prices that are shown in a currency other than Swiss Francs are based on the exchange rate applicable in Zurich on the day of the offer/order confirmation concerned. In the event of delayed payment any losses through falls in the exchange rate will be compensated by the purchaser.

If the market prices for raw metal change before delivery of the goods the seller reserves the right to apply the new market prices valid on the day of delivery.

Terms of payment

Invoices for amounts due are to be paid cost-free (date of receipt of payment) within 30 days of the date of invoice.

The place of payment for all payments to be made by the purchaser is the registered offices of the seller. Transfer costs are to be borne by the purchaser.

If the purchaser fails to meet a deadline for payment he must pay interest at a rate of 1% for each month that starts from the date the payment was due, without a written reminder.

If the purchaser is in default with payments for supplies he has already received, the seller has the right to rescind in writing the part of the order not yet executed without allowing any further time and to cancel all orders already confirmed but not yet executed. The purchaser must compensate the seller fully for damages arising therefrom.

Payment of the amounts due for supplies delivered may not be refused upon any grounds. The purchaser is not entitled to set-off any amount without the prior written agreement of the seller.

If the purchaser does not comply with the terms of payment or if he is unable to make payment, all outstanding credit balances become due for payment irrespective of the agreed payment deadlines and may be claimed by the seller immediately.

Delivery and acceptance, transfer of risk

The delivery deadline begins from the time of conclusion of a valid agreement and as soon as all details of execution have been clarified and the purchaser has fulfilled all pre-conditions.

The purchaser is obliged to accept the goods within the specified time. The delivery deadline is deemed to have been adhered to if the seller has informed the purchaser that he is ready to dispatch the goods.

The non-compliance with the agreed delivery deadlines does not constitute a ground for any claim for compensation of any sort or for the payment of liquidated damages.

The purchaser must inspect the goods immediately upon receipt. Complaints concerning the nature, quantity or weight of the goods or damage occurring in transport or complaints concerning the composition of the goods are only valid if they are made known to the seller in writing immediately upon receipt of the goods, or in the case of hidden defects immediately following their discovery within the guarantee period.

Failure to complain within the appropriate time will be deemed to signify acceptance of the delivery.

Benefit and risk are transferred to the purchaser at the latest on dispatch of the delivery from the works. If dispatch is not possible and no fault is attributable to the supplier, risk transfers to the purchaser with the notification that the goods are ready for dispatch.

Dispatch is at the cost and risk of the purchaser. Complaints connected with transportation are to be reported without delay by the purchaser to the last carrier on receipt of the delivery or the freight documents.

Force majeure

Events of force majeure release the seller from the fulfillment of his supply obligations. In such events the purchaser renounces claims of any kind.

Instances of force majeure include, inter alia, mobilization, war, sabotage, strike, lock-out, revolution, orders from the authorities, embargo, flooding, storm, fire and other elemental occurrences as well as all other unforeseen factors such as interruption of the power supply, delayed or defective supply of raw material or breakdown of machinery or tools at the seller's works or at those of one of his sub-contractors. Force majeure events also include transport difficulties or delays, late availability of means of transport, traffic delays etc.

Packaging

The costs of disposable packaging (wood, cardboard etc.) shall be charged for separately by the seller and subject to compulsory regulations it is not taken back by the seller.

A charge is made for re-usable packaging if this is not sent back to the supplier's works postage-free in perfect condition within 60 days.

The so-called inner packaging (intermediate layers of paper) is included in the invoiced weight.

Reservation of title

The seller remains the owner of the goods until he has received the payment owed for them in full.

The purchaser is obliged to take the necessary measures to protect the supplier's property. The purchaser concedes to the seller the absolute right to have the reservation of title recorded in the official register at the purchaser's registered offices.

The processing, reshaping or blending of the supplied goods by the purchaser does not affect the seller's title. If the goods supplied are processed or blended with other objects not belonging to the seller, he acquires joint ownership of the new object in proportion to the value of the goods supplied at the time of processing.

The purchaser will for the duration of the reservation of title protect the goods supplied at his own expense and will insure them against theft, fire, lightning, water and damage from the elements. Furthermore he will take all necessary steps to ensure that the seller's claim to title is neither diminished nor revoked.

Tolerances and composition

For dimensions and material strengths, the tolerances, if any, of the EN/DIN Norms apply. Release samples and/or marginal samples where available are binding.

The seller reserves the right to apply quantity deviations determined by processing procedures of +/- 25% (for 250-500 kgs) respectively +/- 10% (from 500 kgs) to the quantities ordered (number of units, meters, weight).

Quality control/analyses

Before delivery the goods will be inspected at the works in the usual way, by the taking of random samples. If more thorough inspection of an order is required the additional costs for this will be borne by the purchaser.

The seller's analysis methods and results are binding.

Tools

Tools include manufacturing tools specific to the commission or the product, jigs, gauges, test media etc.

Without specific agreement to the contrary the costs of the tools are payable at the time the order is received. The costs of maintenance of the tools will be borne by the seller.

Tools remain the property of the seller, even if the manufacturing costs are wholly or partly borne by the purchaser. Tools paid for wholly or partly by the purchaser will be used only on orders for the purchaser and for third parties designated by him unless otherwise agreed.

The tools will be stored by the seller without cost to the purchaser and will be insured against theft, fire, lightning, water and damage from the elements. If tools remain unused for three years the seller is entitled to liquidate them without informing the purchaser.

Guarantee

The seller's liability for defects in the goods supplied is restricted to free replacement or repair of the goods for a guarantee period of six months from the time of dispatch of the goods from the manufacturing works. The goods replaced by perfect goods become the property of the seller.

Furthermore the purchaser has no claims of any kind against the seller, in particular no ongoing rights to substitution, reduction or compensation for damages arising through the defective supply. Excluded in particular are all claims by the purchaser for compensation for indirect or consequential damages (including lost orders, income or profits, recall costs, interruption of work, claims by third parties) and for all other costs that the purchaser may incur in connection with the supply of the defective goods.

A complaint does not entitle the purchaser to withhold payment of the price of the goods in question.

Product liability

The seller is liable for the goods supplied within the scope of the law.

Breaches of copyright

It is not the seller's responsibility to establish whether the material described or ordered by the purchaser is likely by its composition or by a particular process or use to lead to a breach of patent or design protection laws or other commercial or copyright laws. The purchaser bears sole liability in such cases.

Place of jurisdiction and applicable law

The place of jurisdiction for the seller and the purchaser is the registered offices of the seller. However the seller has the right to take action against the purchaser at his registered offices. The legal relationship is subject to Swiss law, with the express exclusion of the United Nation's Convention on Contracts for the Sale of Goods (Vienna Convention).