

General conditions of sale and delivery

For Alu Menziken Extrusion AG



General

These general conditions of sale and delivery shall apply to all supplies of goods and services (hereinafter referred to as goods), where reference has been made to them in the offer or in the order confirmation of the seller, except where otherwise agreed in writing. The buyer's purchase conditions shall not be taken into account even when they have not been expressly contested.

Acceptance of the goods shall in any case mean recognition of these conditions by the buyer. To the extent that these conditions do not contain regulations, the Swiss code of obligations is also valid subsidiarily, with the exception of the UN Vienna Convention on sales.

All communications relating to deliveries carried out under these conditions shall be made in writing by letter, telefax or e-mail; the clause concerning compliance with the requirement in writing may be waived only by written agreement.

Offers

The seller's offers shall be firm, subject to special arrangements, only in the case of their acceptance by the buyer and shall in any event be subject to these general conditions of sale and delivery.

Orders

The orders for deliveries become firm upon confirmation of the order by the seller, which is issued in writing, following clarification and acceptance of all details. Verbal or written arrangements, as well as modifications to orders issued, also require written confirmation from the seller, in order to be valid.

The seller may approve the revocation or modification of a confirmed order by a written declaration if the stage of the performed works allows it. The costs of revoking or changing an order shall be borne by the buyer.

Prices

The prices shall relate to the entire quantity of goods, which may be delivered within a consignment. If the buyer expressly requests contrary to the offer/order confirmation for partial deliveries, the specifications, prices and conditions shall be based on the quantities of each partial delivery.

Unless otherwise agreed, the prices shall be taken to mean EX-works, unpacked, excluding VAT and all the other taxes, fees, customs duties, charges etc. levied for the conclusion or fulfilment of an order.

The prices which are indicated in a currency other than Swiss franc are based on the exchange rate valid in Zurich on the date of communication of the respective offer/order confirmation. Impending exchange rate losses shall have to be compensated by the buyer in case of delays in payment.

If the market prices for the raw material change before delivery of the goods, the seller reserves the right to apply the new market prices, valid at the time of delivery.

Payment conditions

The invoices relating to amounts due must be paid within 30 days from the date of the invoice, without incurring any other costs (date of payment receipt).

The place of payment, for all the payments to be made by the buyer, shall be the place of establishment of the seller. The bank transfer charges shall be borne by the buyer.

If the buyer fails to comply with a payment deadline, he shall have to pay, without a demand for payment, as of the due date, a 1% late payment interest for each month that has begun.

If the buyer becomes late with the payment for the deliveries carried out, the seller shall be entitled, without further delay, on the basis of a written statement, to waive the unsatisfied part of the order as well as to cancel all the confirmed orders that have not yet been honoured. The buyer must fully indemnify the seller for the damages thus caused.

The payment of the remuneration for the carried out deliveries shall not be refused for any reason whatsoever. The settlement of the payments due with contrary claims of the buyer requires the prior consent of the seller.

If the buyer fails to comply with the payment conditions or if he enters into payment default, all existing balances, irrespective of the agreed payment deadlines, become due on payment and may be requested immediately by the seller.

Delivery and acceptance, transfer of risks

The delivery periods shall start from the conclusion of a valid contract and as soon as all the details of the execution are clarified and the buyer has fulfilled all the prerequisites.

The buyer is obliged to carry out the acceptance of the goods in due time. The delivery period shall be deemed to have been observed if the seller has informed the buyer that the goods are ready to be dispatched.

Exceeding the agreed delivery deadlines shall not entail any claim for compensation under any title or the provision of a conventional penalty.

The buyer must check the goods immediately upon receipt. The claims concerning the identity, quantity, weight and damage incurred during transport as well as claims for deficiencies in the structure of the goods shall be valid only if they

are notified in writing to the seller immediately after the acceptance of the goods, in the case of latent defects, immediately after their discovery, within the warranty period.

The failure to challenge the deficiencies on time shall be considered as an approval of the delivery.

The use and the risk shall be transferred to the buyer at the latest on the date of delivery from the plant. In the situation where the dispatch becomes impossible without the seller being culpable for it, the risk shall be transferred to the buyer at the time of the notification that the consignment is ready for shipment.

The dispatch shall be carried out at the buyer's own expense and risk. The complaints about the transport shall be addressed by the customer, upon receipt of the delivery or of the accompanying documents of the freight, immediately to the last carrier.

Force Majeure

The force majeure events relieve the seller of his delivery obligations. The buyer drops out any claim in such cases.

The force majeure events are considered, inter alia, as mobilization, war, sabotage, strikes, exclusions, revolutions, measures or orders of the authorities, embargoes, floods, storms, fires and other elementary events, as well as all other unforeseen effects, such as power supply limitations, delayed or poor delivery of raw materials, damage to machinery or tools, arising at the seller or at one of its sub-suppliers. The cases of force majeure also include the difficulties and delays in transport, late delivery of means of transport, traffic disruptions etc.

Packaging

Non-reusable packaging (wood, cardboard etc.) shall be charged and, subject to the legally binding provisions of the buyer's place of residence, they shall be not taken back.

The re-usable packages shall be charged an amount, in the situation where they are not returned within 60 days, in impeccable condition, carriage free at the dispatch plant.

The so-called internal packaging (intermediate paper layers) is part of the invoiced weight.

Reservation of ownership

The seller shall remain the owner of the goods until the payment due has been fully received.

The buyer is obliged to cooperate in the enforcement of the measures necessary to protect the supplier's ownership. The buyer gives the seller the unrestricted right to record the reservation of the property in the official register at the buyer's premises.

The processing, modification or mixing of the object delivered by the buyer shall not reduce the seller's ownership. If the delivered object is processed or mixed with other objects not belonging to the seller, the seller shall acquire the co-ownership of the new good obtained in relation to the value of the goods supplied compared with the other processed goods at the time of processing.

The buyer shall keep the goods delivered, during the reservation of ownership, at his own expense and shall insure it in the favour of the seller against theft, fire, lightning, water and elementary damage. Further on, he shall apply all the measures so that the seller's ownership right is neither affected nor cancelled.

Tolerances and structure

For material sizes and thicknesses, the tolerances of the -EN/-DIN standards shall be applied, to the extent that they are available. Where available, approval samples and/or limit samples are mandatory.

The seller reserves the right, in relation to the ordered quantity (number of pieces, meters, weight), to apply procedure conditional quantitative deviations of +/- 25 % (in quantities of 250-500 kg) respectively of +/-10 % (in quantities exceeding 500 kg) of the ordered quantity.

Quality control/analysis

The goods shall be checked before delivery from the plant, by spot checks, to an extent customary in the sector. To the extent that a larger check is also required in the order, the additional costs shall be borne by the buyer.

The methods of analysis and the results of the seller's analyses are decisive.

Instruments

There are considered instruments: the production tools specific to the order or product, the devices, the indicators, the means of control etc.

Without the need for a separate arrangement, the costs of the instruments become due for payment at the time of the order. The maintenance of the instruments shall be the responsibility of the seller.

The instruments shall remain the property of the seller also when manufacturing costs have been fully or partially borne by the buyer. The instruments which were partially or fully paid by

the buyer shall be used without the existence of any agreement providing otherwise, solely for the orders of the buyer or of his designated third parties.

The instruments shall be kept by the seller without incurring any subsequent costs to the buyer and shall be insured against theft, fire, lightning, water and elementary damage. In the situation where the instruments remain unused for three years, the seller shall be entitled to reverse them without any special information from the buyer.

Warranty

The seller's liability for any defects in the delivered goods shall be limited to their free replacement, respectively putting into operation of the goods within a warranty period of six months from the delivery of the goods from the manufacturing plant. The goods replaced by deliveries without defects become the property of the seller.

Beyond this, the buyer shall have no claims to the seller, in particular shall not have other rights to the modification, reduction or replacement of the damage caused by the poor delivery. In particular, there are exempted all the buyer's claims to compensate for subsequent, intermediate or indirect damages (including lost orders, collections or earnings, recall costs, interruption of operations, third party claims) as well as all the other costs incurred by the buyer in connection with a poor delivery.

A claim or dispute over deficiencies shall not give the buyer any right to withhold the payment of the price for the goods in question.

Product liability

The seller shall be responsible for the delivered goods under the legal provisions.

Breach of protected rights

It is not the obligation of the seller to clarify whether the materials described or ordered by the buyer may lead, by their structure, description or by certain further processing or use, to an infringement of the patent right, of the sample or of other protected rights in the manufacturing sector, respectively of the copyright. The buyer is solely liable in such cases.

Seat of the competent court and applicable law

The seat of the competent court for the seller and the buyer shall be the place of establishment of the seller. However, the seller is entitled to file a complaint against the buyer also at the latter's premises. The legal relationship is subject to Swiss law, with the express exemption of the UN Vienna Convention on sales.

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