

General Terms and Conditions of Sale and Delivery As at 2017

The following General Terms and Conditions of Sale and Delivery apply to business transactions between EHG Stahl.Metall Altstätten AG and any Customer/Purchaser, unless a different agreement has been concluded explicitly and in writing. Delivery conditions sent to us by the Customer or included in the Customer's order documents shall not be binding upon us unless we have explicitly given our confirmation in writing.

1. General

Unless other regulations are in place, our General Terms and Conditions of Sale and Delivery shall apply to all current and future business transactions, even if, in the case of an individual order placement as part of an existing business relationship, no special reference is made to these terms and conditions.

2. Offer / Order

All of our offers are non-binding until the order is confirmed in writing. Until such point as the order is confirmed, we reserve the right to decide whether, on the basis of an offer in accordance with the order, we wish to accept this or not. Our offers are valid for a limited period of time, either in accordance with the statutory provisions or the information included in said offers. The offers are subject to prior sale at all times. The order confirmation defines all contractual content, even if this differs from the Customer's order. If no intervention from the Customer is received within three days, the contract shall be deemed to have been concluded with the order confirmation from EHG Stahl.Metall Altstätten AG.

3. Prices

The prices shall be valid in Swiss francs, from the headquarters or branch offices, excluding packaging and shipping costs, without insurance. All pricing information on price lists and in brochures is non-binding and without obligation. If, in the course of order processing, circumstances arise that render a price correction necessary, such as significant currency fluctuations or additional fiscal burdens, we expressly reserve the right to carry out a price adjustment. Any surcharges for raw materials, scrap and alloys shall be offset against the price that is definitive on the day of delivery. All prices are understood exclusive of value added tax.

4. Set-up and transport costs

For each item, a set-up fee of CHF 6.00 is invoiced. Moreover, additional transport costs (fuel surcharges, heavy goods vehicle tax) are charged for each order. These costs amount to 3.0% of the order value. The minimum amount charged per order is CHF 60.00, while the maximum is CHF 300.00.

5. Payment

Our invoices are payable strictly net, no later than 30 days from the invoice date. In the event of a delay in payment, we reserve the right to charge default interest in line with the usual scales. Withholding of payments by the Customer due to any counterclaims recognised by us is not permitted. Prior to execution of an order or delivery, we reserve the right to obtain information on Customers that are unknown to us, and if necessary to request an advance payment. We shall also request payment in cash (cash on delivery or advance payment) from Customers who have overdue unpaid invoices. We may also make the acceptance and execution of further orders dependent on a guarantee or advance payment from the Purchaser or Customer. In the event of a delay in payment, we reserve the right to withdraw from the contract or to recover the goods sold, insofar as the Purchaser does not satisfy their payment obligations within a week, at most, of the due date in question. If payment in instalments has been agreed and the Purchaser is in arrears, in whole or in part, for two or more consecutive instalments, the whole amount payable shall fall due for payment. In the event that, following conclusion of the contract, we become aware of disadvantages presented by the Customer's payment method, we may, contrary to agreements that have been concluded, request advance payments or partial advance payments, or withdraw from the contract in whole or in part.

6. Minimum order value

The minimum order value shall be CHF 150.00, plus transport surcharges in line with Point 4

7. Retention of title

Until such time as the purchase price is paid in full, EHG Stahl.Metall Altstätten AG shall remain, without restriction, the owner of the goods delivered. The Purchaser shall grant the seller the right to record this retention of title in the appropriate manner (Swiss Civil Code 715). The Purchaser shall be directly liable for all damage to the delivery object and must arrange for the delivery object to be fully insured against all possible risks. The Customer may not dispose of the delivery object in a manner that infringes on our right of ownership; the Purchaser may not resell the goods.

8. Delivery deadline

At all times, we shall strive to comply with the delivery deadlines we have promised, even in the event of unforeseeable obstacles, however we cannot provide a legally binding guarantee for this. Among other things, no responsibility can be accepted for delays that occur due to force majeure, mobilisation, armed conflicts, riots, strikes, shortage of raw materials, operational disruptions or events outside the control of EHG Stahl.Metall Altstätten AG. If, due to events outside the control of the company, the goods or services ordered cannot be delivered or provided, or can only be delivered/provided with a delay, the Purchaser shall not be entitled to any compensation claims unless such claims have been expressly defined by both parties in advance. Delays in execution of the order for which the Purchaser is personally responsible as a result of creating unprofessional or unsuitable prerequisites for the execution of the order by EHG Stahl.Metall Altstätten AG or its agents shall not entitle the Purchaser to rescind the order relationship and shall not justify any liability on the part of EHG Stahl.Metall Altstätten AG.

9. Delivery

A delivery shall be deemed to have been fulfilled when the goods have left our premises or when a service has been provided. Shipping and transport risks shall be transferred to the Customer at this point, even if delivery freight or carriage-paid is agreed. Packaging shall be carried out with the utmost care and in accordance with the transported goods in question and their properties. If, despite this, breakage or transport damage occurs, even if no damage is evident on the outside of the packaging, the recipient shall be obliged to draw up a factual report with the carrier immediately, and to assert the claim for compensation directly to said carrier. In the case of postal dispatch or dispatch by rail, the cost of the packaging shall be invoiced to the Customer together with the postage or freight costs. The packaging shall not be taken back. Transport insurance shall only be taken out on the express wishes and on behalf of the Customer, and at the Customer's expense. Complaints must be put forward within 8 working days from arrival and acceptance of the goods, otherwise the delivery shall be deemed to have been approved.

10. Liability

The Customer must make any complaints regarding transport damage to the carrier, without delay. The Customer is obliged to inspect the delivered goods within 5 working days and to issue complaints regarding any defects immediately, prior to processing the goods. In cases where demonstrably incorrect or defective goods have been delivered, EHG Stahl.Metall Altstätten AG undertakes to

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replace the delivered goods or to issue an appropriate credit note. Claims such as compensation or time expenditure shall be excluded from the liability. EHG Stahl.Metall Altstätten AG shall be released from any liability on its part if the goods delivered constitute a trading product. In this case, EHG Stahl.Metall Altstätten AG shall assign the supplier's claims to the Customer, and the warranty and liability regulations applicable to suppliers shall take the place of the warranty obligation of EHG Stahl.Metall Altstätten AG. In all cases, all other claims against us, whether for price reduction, conversion, compensation or lost profit, shall be excluded.

11. Customer

The Customer shall also recognise the above Terms and Conditions of Sale tacitly, meaning that there is no more need for a subsequent reference to these.

12. Place of jurisdiction

The place of performance shall be the domicile of EHG Stahl.Metall Altstätten AG. Any disputes arising from this contract shall be governed by Swiss law. The place of jurisdiction for both parties shall be that applicable to the domicile of EHG Stahl.Metall Altstätten AG.