

General Sales and Delivery Terms and Conditions of metal 1st AG

1. General Provisions

- 1.1. Our deliveries, services and offers are exclusively based on these General Terms and Conditions. Other conditions of the buyer, in particular their purchasing conditions are only binding if confirmed by us in writing.
- 1.2. If the buyer received these General Terms and Conditions in a language other than German, the German version shall prevail in any case and exclusively.

2. Quotation and Tender Documents

- 2.1. Our offers are always subject to change. Unless otherwise agreed in writing, our written order confirmation of the extent of the contractually agreed performance the written purchase agreement between us and the buyer or, failing that, shall prevail.
- 2.2. All offers, illustrations, technical drawings, diagrams and similar documents shall remain our property. With our approval in writing such documents may still be used or left to third parties. The violation of this provision makes it liable for damages.

3. Prices, Payment and Late Payment

- 3.1. The decisive prices are determined on the basis of written sales agreement between us and the buyer or, failing that, our written order confirmation.
- 3.2. Our prices are, unless otherwise agreed in writing EXW (Incoterms 2010) in Swiss francs plus VAT at the statutory rate on the date of billing.
- 3.3. Payment is made to the conditions specified in the purchase agreement. If these have not been determined, so the purchase price is due within 30 days of the invoice date without any deduction of discounts.
- 3.4. Once the payment period has elapsed, the buyer shall be in default and we are entitled to demand from the buyer from the day of delay interest in the amount of the usual bank interest rate + 5% p.a. at the place of our registered office, but at least in the amount of 5% of the amount invoiced.
- 3.5. In case of default, we are entitled to withhold the delivery until full payment incl. interest on arrears. We are also entitled to cancel the delivery of other orders of the buyer, at face value of each payment to make use of the advance payment or a security deposit or the orders.
- 3.6. In case of a delay granted rebates, discounts and other privileges to be revoked.

4. Delivery and Delivery Delay

- 4.1. The delivery dates indicated represent neither expiration dates nor fixed deadlines, unless expressly agreed otherwise in the order.
- 4.2. In the case of disruptions of operation of any kind, strikes, lockouts, raw material and energy shortage, traffic disturbances and other cases of force majeure, we are entitled to unilaterally set the new delivery date or to withdraw at no cost to all or part of the contract.
- 4.3. For delayed deliveries attributable to the seller the buyer can withdraw from the contract after a grace period granted of at least 30 days. Other claims for delayed delivery delay are not possible. For compensation of damage article 9 applies.

- 4.4. Additional costs due to special requests of the customer (express, special delivering time etc.) will be billed.

5. Delivery Terms

- 5.1. Unless otherwise agreed in writing the delivery condition is EXW (Incoterms® 2010)
- 5.2. We are entitled to partial deliveries.

6. Survey and Complaints

- 6.1. The customer must check the delivery immediately upon receipt.
- 6.2. If the survey reveals that the goods are defective, the buyer has to inform us promptly, however, to notify the buyer not later than within 3 working days in writing. Any evidence (photos, reports etc.) are to be included with the complaint.
- 6.3. Hidden defects must be reported immediately after their discovery, but not later than before the expiry of the warranty period in accordance with article 8.
- 6.4. Late complaints cause the downfall of a claim under warranty.

7. Warranty

- 7.1. If the goods delivered by us lack a defect, we will deliver at your choice free replacement or take over the costs for repair of the defective product. Multiple repairs will be accepted.
- 7.2. Other claims under warranty will not be accepted. For liability see article 9.
- 7.3. Excluded from any warranty are damages caused by improper and / or inappropriate use, incorrect installation, incorrect or negligent treatment (for example, improper storage), unsuitable use or different use the originally specified without our written approval or exposure to natural hazards.
- 7.4. Furthermore, damage caused by aggressive water or other fluids too high pressure in the provided components and / or the inlet and outlet pipes, improper electrical connection, or insufficient protection, as well as damage caused by chemical or electrolytic influences, and not for the product suitable temperature influences. Also excluded from the guarantee are parts that are subject to natural wear.

8. Warranty Periods

- 8.1. If failing that, our written confirmation specified neither in the written purchase agreement between us and the buyer, or, otherwise, applies to all of our products (excluding accessories and wear items) a warranty period of 12 months applies from transfer of risk in accordance with Incoterms® (2010).
- 8.2. For replacement goods within the meaning of section. 7.1., the afore mentioned warranty periods applies, but will not be extend for the part of the goods originally delivered, which has no defects.

9. Limitation of Liability

- 9.1. Intent or gross negligence on our part, but not our assistants, we are liable under the statutory provisions. Any further liability, particularly for consequential damage, is regardless of the legal nature of the claim excluded.

10. Retention of Title

- 10.1. Goods remain until full payment of the purchase price including possible interest in our property. We reserve the right to register the goods delivered at the registered office or place of residence of the buyer in a corresponding retention of title register.

11. Applicable Law, Jurisdiction

- 11.1. These General Sales and Delivery Terms and Conditions and the entire legal relationship is governed by Swiss law. The retention of title to a particular thing for export is subject to the law of the designated State.
- 11.2. Jurisdiction for all disputes arising from and in relation between us and the customer is 8810 Horgen, Switzerland. We expressly reserve the right to sue the customer at his place of residence or his seat.

Horgen, Switzerland - July 1st 2018