

## ***GENERAL SALES CONDITIONS***

### **1 DELIVERY TIME - TRANSPORT AND DELIVERY**

- 1.1. In the absence of any specific agreement, Argor Aljba SA is selling its products according to the EXW (Ex-Works) terms, as defined by Incoterms 2020, packing excluded.
- 1.2. The delivery time we mention in our documents is for information only and it is intended as goods ready for dispatch from our warehouse. The choice of the means of transport is made only as a favour towards the Customer. Argor Aljba SA will not be liable for any incident or accident occurring during transport.
- 1.3. In case of delay, damage or shortage, the Customer bears the entire risk of transport, regardless the terms and methods of delivery (Carriage-free, DDP, CIF, FOB, etc.) if he has not made any reservation in due form to the forwarder (CMR, etc...) in order to preserve the rights of agreement and has not informed Argor Aljba SA in due time.
- 1.4. These general sales conditions will be applicable if declared in the offer or in the order confirmation. Any condition stipulated by the Customer which are in contradiction with the present document shall become valid only in case of a written agreement between Argor Aljba SA and the Customer.

### **2. PRICE - SETTLEMENT**

- 2.1. The prices negotiated shall be deemed to be Ex-Works, excluding packing, taxes and customs duties, in Euro and/or Swiss Francs without any discount. Depending on the terms of delivery agreed upon between Argor Aljba SA and the Customer, the amount invoiced will be increased with the taxes which are applicable in accordance with the law in force, and possibly with extra charges such as packing, transport, insurance, customs duties, even if we would have been instructed of following up the payment of these transactions on behalf of the Customer.
- 2.2. The minimum invoicing amount is 200 EUR or 250 CHF (without VAT) to take into account fixed production set-up and administration costs.
- 2.3. In the absence of any specific agreement, an initial payment, to be agreed, of the global amount is due before starting the production as soon as Argor Aljba SA has released the order confirmation. The balance is to be paid according to the terms mentioned in the order confirmation.
- 2.4. The time fixed for payment runs from the date of dispatch of the goods, or from the date they have been made available in the case the Customer is organizing transport (EXW, etc.).
- 2.5. Payment shall be made by the Customer at supplier's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, duties and the like.
- 2.6. If the advance payment or the contractually agreed securities are not provided in accordance with the terms of the contract, the supplier shall be entitled to terminate the contract, and to claim damages. If the Customer is in delay with a further payment, or if the supplier can legitimately assume that it will not receive payments in total or in due time because of circumstances having taken place since entering into the contract, the supplier shall be entitled to refuse the further performance of the contract and to retain the supplies ready for dispatch until new terms of payment and delivery will have been agreed on and until the supplier will have received satisfactory securities.

### **3. FORWARDING, TRANSPORT AND INSURANCE**

The supplier shall be notified in due time of special requirements regarding forwarding, transport and insurance. The transport shall be at Customer's expense and risk.

### **4. RECEPTION OF THE GOODS AND CLAIMS**

- 4.1. The orders are considered to be fully carried out when the quantity delivered is equal to more or less five per cent of the quantity specified in the agreement. In case of orders with multiple scheduled deliveries or with different references, this same tolerance of five per cent is applied to each delivery or to each reference. Argor-Aljba SA performs a 100% visual inspection for decorative DLC coatings and a visual inspection according to AQL (Acceptance Quality Level) Level II Grade 1.5 standards for technical DLC coatings.
- 4.2. Objections regarding the shipment must be immediately submitted upon receipt of the goods by the Customer to the last carrier. Our deliveries must be checked by the Customer on the day of delivery. Any claim must be sent by registered mail or e-mail within 1 week maximum from the date of delivery.

### **5. WARRANTY - LIMITS OF LIABILITY**

- 5.1. The warranty covering coating visual aspects is limited to 1 week after the delivery date.
- 5.2. Any claim received after 1 week warranty period will not be considered.
- 5.3. Our warranty will not apply in the following cases:
  - products modified or repaired by the Customer after delivery
  - consumables and wear parts
  - products that have been stored and/or repacked in unsuitable conditions
  - use of any unsuitable storage system, damage caused by chemical or electrolytic products

### **6. DELAY IN PAYMENT AND DEFAULT OF PAYMENT**

6.1. In case of late payment, Argor Aljba SA reserves the right to calculate penalties on the due amount, VAT included. The interest rate that applies is UBS Bank base rate plus 6 points, calculated on the number of days between the initial due date of payment and the effective date of payment.

6.2. In case of late payment, Argor Aljba SA reserves the right to cancel the transaction without a formal demand, and without any prejudice of all damages and interests. Argor Aljba SA will be free of any obligation concerning other contracts or deliveries agreed upon with the Customer, and will be entitled to proceed to any legal action aiming at obtaining the payment of any other due invoices.

### **7. TRANSFER OF RISK CONCERNING THE GOODS**

The transfer of risks concerning the goods (transport, loss, theft, etc) takes place at the place of delivery, as defined by the INCOTERMS 2020. The Customer binds himself to have the goods insured against the risks to which they may be exposed to from the date of shipment.

### **8. CANCELLATION OF ORDER**

8.1 The Customer cannot impose the cancellation of an order, whatever the reason may be. Any request must be justified and submitted by the Customer to the Supplier via registered letter or email for examination.

8.2. If we receive the request for cancellation before the start of production, the Customer will be invoiced for the value of the charges for the industrialisation, tools and material purchased for the execution of his order. In any case, any initial payment made will be retained by the Supplier.

8.3. If we receive the request for cancellation after the starting of production, the request for cancellation will not be taken into consideration and the Customer will be obliged to accept the entire or part of the delivery of his order and pay the price according to the terms of the order which he has emitted.

### **9. FORCE MAJEURE**

Under all circumstances, all events, independent of the will of the one or the other party, that would be aiming to or resulting in delaying, hindering, reducing or perturbing, whatever the manner or the proportion may be, the normal and regularly planned execution of his programmes of production, delivery or purchase, are considered to be a case of Force Majeure.

This will be so notably for the war, declared or not, riots, insurrections, revolutions, strikes or other social perturbations, machine down-time, shortage, or reductions in the supply of raw material or energy, interruptions or perturbations of transport or of other usual means of communication, accidents, breakdowns, explosions, fires, floods, epidemics, administrative hinder, etc.

The party that will invoke a case of Force Majeure will have to inform the other party, immediately when it happens, with registered mail or email and notify the other party of the period of time during which the party will estimate not to be in a position to meet its obligation.

However, if these effects last more than 6 months as from the date of the above mentioned notification, the party affected by this act of god could end this agreement without any penalty with a registered letter with acknowledgement of receipt.

### **10 APPLICABLE LAW - JURISDICTION**

Swiss law shall apply exclusively, excluding the rules of conflict of laws and the provisions of the U.N Convention on Contracts for the internal Sale of Goods date April 11,1980.

In case of controversy resulting from or in connection to the present quotation, only the courts of Justice in Lugano, Switzerland, are competent.

These General Sales Conditions are presumed to be accepted without any reservation by the customer if he has not manifested a formal and contradictory statement within 3 days upon receipt of this document.

Upon receipt of our order confirmation, the Customer is considered to have accepted these General Sales Conditions which are available on our official website.