

# General Sales Terms and Conditions



The offers, deliveries and services of the company Composites Busch SA (herein referred to as the Vendor) are subject only to the present general sales terms and conditions. These are accepted at the latest when the either the customer (herein referred to as the Buyer) has entered into a written order, or when the vendor has agreed to accept an order. These general sales terms and conditions will then apply to all future business relations, even if no explicit repetition has been formulated. Exceptions to the above have to be accepted in writing by the vendor in order to be valid. Any potential terms and conditions of purchase belonging to the buyer are not applicable in the business relationship between vendor and buyer.

## 1. Offers

The offers and prices contained therein are not legally binding, unless the contrary or otherwise have been given in writing in special cases by fax or by e-mail. On the other hand, the vendor is bound to the offers, which were created specifically for the requirements of the buyer, for a period of 30 days. All offers and documents referring to the offers are confidential and must not be disclosed to third parties under any circumstances.

## 2. Order and Order Confirmation

The correct and full designation of the product must be specified in every order.

It is the sole responsibility of the buyer to provide his order with a technical requirement specification, which will determine the different specifications of the product and all other information necessary for the supply of services.

The offer confirmations of the buyer and the orders are only valid when confirmed in writing by fax or e-mail by the vendor. The same applies to supplements and amendments.

The buyer has a period of 2 working days from the date of issuance of the order confirmation to object to the said order in writing.

## 3. Prices

The prices which have been given in offers specially prepared to meet the requirements of the buyer are valid for 30 days net and excluding VAT.

Unless otherwise stated, postage, packaging, freight, customs, insurance and similar costs are in charge of the buyer. Only the prices indicated in our order confirmation shall be decisive.

## 4. Payment Terms, Modalities

The buyer has a period of 30 days net from the date of the issue of the invoice to settle the order. The vendor has the right to charge interest on outstanding amounts to the usual percentage of commercial banks, but at least to the legal percentage. In no case whatsoever is the buyer entitled to assert any applicable law to claims for compensation, regardless of all other public laws which are tied to an outstanding payment (payment request). Furthermore, the goods remain in their entirety in the possession of the vendor until the full specified amount has been settled. The vendor reserves the right to invoice 1/3 of the total amount of the order with the order. The raw materials and other purchased materials as well as any tool developed specifically according to customer requests and if not used within 3 months, will be charged accordingly.

## 5. Delivery Time

The delivery dates given in the order confirmation are only valid when, in accordance with the contract clauses, the

required materials are at the disposal of the vendor at the fixed time. The vendor reserves the right to postpone the delivery date by a short period of time by sending the buyer a notice of such a decision before the initially confirmed delivery date given to the buyer. The failure to meet delivery dates does not, in any case, give the buyer the right not to comply with his commitments towards the vendor, or to change them, withdraw from the contract (order, project), or to assert any damages, unless the non-observance of the delivery date has been done without just cause and grew out of a serious intent or negligence. The vendor has the right to make partial deliveries at any time. The delivery dates are not understood as delivery dates as defined in Rule 108. ch. 3 and CO 190.

## 6. Delivery Terms

Unless otherwise agreed, our deliveries are ex works (in accordance with EXW Incoterms 2010). Other delivery terms must be the subject of a separate agreement. The buyer must bear all transport costs which could arise by unloading the goods or through a special transport (express shipping).

## 7. Partial Deliveries or Call-Off

Any request for partial delivery must be agreed in writing. The call-off of the entirety of goods will occur latest after a period of 6 months from the delivery date, which is specified in our order confirmation. At the end of this period hitherto non-retrieved goods will be delivered to the buyer in their entirety and invoiced accordingly. Storage costs and any related interests will be charged to the buyer.

## 8. Risks

The buyer bears all risks and hazards and the transport costs. Upon handover of the goods, the risks are transferred to the carrier in charge of collecting the goods, or the driver. In case of hindrances at the time of transfer which occur through no fault of the vendor, the transfer of risks will be made through a notification that the goods are ready for transport. Upon written instructions from the buyer, transport insurance will be taken out by the vendor, the costs of which will be borne by the buyer.

## 9. Tools

Tools of any kind (moulds, matrixes, etc.) are and will remain in any case the property of the vendor. Even if the buyer was financially involved in the production of tools, these will not be delivered with the goods. The produced tools will be used exclusively for the fulfilment of the buyer's orders. Any other use will be previously determined by an agreement between the buyer and the vendor.

## 10. Intellectual Property

The vendor has the sole intellectual property rights for his own developments, solely on the basis of their development. Therefore these rights remain, in the absence of specific written contract orders and in accordance with the given

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statutory requirements, in the sole possession of the vendor. The vendor thus reserves the sole right of use, which includes in particular the right to development, modification and reproduction.

### 11. Auxiliary Materials for Manufacture/Production

The buyer commits himself to providing the vendor with the entire, and therefore essential, digital data for the manufacture / production. This information must be transferred to the vendor via the usual channels (classic data transfer) or by e-mail. The buyer solely assumes full responsibility for all consequences arising from data which will have been provided incomplete.

The vendor is under no obligation to check the technical or legal compliance of the content of the material issued to him. However, the vendor reserves the right to reject data with legally or technically questionable content.

On request of the buyer, the vendor can carry out corrections regarding the development (of the material issued to him). This option is subject to compensation on the part of the buyer.

### 12. Validation of the Buyer, Quality

The specifications, documents and the pilot runs or submitted models which are presented (to the buyer) by the service of the vendor will be considered as accepted by the buyer as soon as a complete review of the characteristics to be assessed have been made. In certain cases, the vendor can demand acceptance of the pre-series or the patterns prior to final production or series production in order to meet the specified quality in this manner. In terms of acceptance or of agreement, the buyer commits himself to date, sign and return the documents to the vendor as "suitable for production".

### 13. Tolerances

The vendor controls the goods prior to delivery under restriction of the tolerances customary in the branch of trade and in accordance with the specifications as laid out in the offer or order confirmation; the vendor declines any responsibility for discrepancies, which could be due to the material or to execution outside the tolerances.

In order to meet specifications, the latest version of the documentation (2D drawings including dimensions and tolerances, specifications, etc.) which defines the product shall be provided by the buyer.

### 14. Inventor's Rights, Patents

The buyer ordering one or more items from drawings, models, designs or samples which he has given to the vendor, guarantees that no intellectual property rights of third parties are infringed (in particular the right to the design or patent rights). The buyer is responsible for any violation of these rights or patents.

All rights, including patents, know-how, trade secrets etc., which have been developed by the vendor and belong to the manufacturing processes, are and remain the property of the

vendor, whether these processes were developed in the context of production of the buyer's objects or at any other moment. This also includes technical notes and studies, etc., which have contributed to the realisation of the above-mentioned processes and objects.

### 15. Warranty regarding Defects

The buyer inspects the goods carefully upon receipt and keeps a written record of any defects found, with detailed justification. This must be made within 8 days after the date of receipt of the goods. After expiry of this period, no return of goods or credit is accepted. Goods with obvious manufacturing or material defects will be replaced by the vendor free of charge and within the shortest possible time. The buyer cannot exercise any other right, such as compensation, repair of the goods, price reduction or cancellation of the purchase contract. The vendor assumes no responsibility for any direct or indirect damages, or for the consequences which result from these damages. Defective goods must be returned to the vendor.

### 16. Liability

The vendor's liability for any indirect or collateral damages which arise from a complaint and exceed the value of the delivered goods, is formally excluded. Concerned damages include the following: loss of production, loss of profit, claims of third parties, etc. This is valid within the applicable law. The vendor's liability with respect to all other material damage and / or personal injury caused by a defective product, is limited to the level of coverage and the real absorption of costs through the insurer. Any liability for any damage that is not assumed in the context of the contractual obligations of the vendor is formally excluded. The buyer hereby agrees to store the goods in an appropriate manner.

### 17. Proviso

To be valid (and assuming that nothing else has been agreed upon in these terms and conditions), all agreements and mandatory rules of the various parties must be made in written form or in any other form that represents a written proof (e.g. fax or e-mail).

### 18. Severability Clause

If any clause of the contract is void or incontestable, neither the contract as a whole nor the other contractual terms and regulations will be affected. In such a case, the parties agree on the exigency and the manner to close such a possibly present contractual gap. Each additional clause must preserve the purpose, the balance and the true spirit of the contract. The same rule is applicable to any other gap in the contract.

### 19. Governing Law, Jurisdiction

All legal relationships between the parties are subject to Swiss Law (with the exception of the regulation of law conflicts). The application of the United Nations Convention of April 11, 1980, relating to international sales contracts (Vienna Convention, CVIM) is excluded.

The exclusive place of jurisdiction for both parties is Porrentruy, Switzerland.