

## 1. Scope

- 1.1. These General Terms and Conditions of Sale and Delivery (TCSD) are an integral part of any contract between Interlloy and its customers. In addition to the customer contract (order confirmation), they apply to all services (delivery/work) provided by Interlloy.
- 1.2. Any terms which differ from these TCSD are only possible by explicit written agreement; general terms and conditions from the customer and specifically general terms and conditions of purchase shall never fulfil the requirements for a written agreement of this kind; Interlloy's TCSD shall always take precedence over the customer's general terms and conditions.
- 1.3. These TCSD are available in German, English and French. If there are any contradictions or room for interpretation, the German version takes precedence.

## 2. Quotation / Conclusion of contract

- 2.1. Unless explicitly agreed otherwise, quotations are valid for 10 days.
- 2.2. A contract only comes into effect when the order has been confirmed in writing by Interlloy. This order confirmation is deemed as accepted if it is not objected to in writing within three working days. A contract is also created by the actual provision of the delivery or service.
- 2.3. The customer is obliged to inform Interlloy of all facts which are relevant to the provision of the service prior to the conclusion of the contract. Interlloy is specifically not obliged to check the drawings, designs, plans and/or specifications drawn up by the customer.
- 2.4. The service descriptions, the drawings and similar elements on which the contract is based as well as the dimensions (tolerances) and/or weights agreed are not guaranteed properties, they are simply product descriptions unless they are explicitly agreed as guaranteed properties.
- 2.5. All information, advice, recommendations, application tips, etc. relating to the use or suitability of the products to be supplied or manufactured is provided free of charge with no guarantee of correctness. Liability for damage caused as a result of any inaccurate or incorrect advice is not accepted.

## 3. Delivery times / dates / quantities

- 3.1. Interlloy shall undertake to comply with agreed delivery times where possible, although it cannot guarantee compliance. If an agreed delivery time cannot be met, the customer may not derive any rights and/or entitlements from this. In particular, delays shall not entitle the customer to refuse to accept the delivery, withdraw from the contract and/or demand compensation for any resulting costs and/or any other compensation claims of whatsoever nature.
- 3.2. Agreed delivery times can be extended by a period reasonable to the scope of the delay in the event of force majeure of any nature (unpredictable operational, transport or shipping issues, shortages of raw materials, strikes, legal lockouts, official orders, pandemic, etc.) or if the delay is because of circumstances beyond Interlloy's control (e.g. operational issues or production faults in the supplier factory, delivery delays from the supplier factory for other reasons, incorrect delivery from the supplier factory, etc.). The customer has no right to withdraw from the contract nor claim compensation.
- 3.3. Interlloy has the right to provide and charge for partial deliveries without further written agreement.
- 3.4. Interlloy shall endeavour to deliver the agreed products in the agreed volumes, but reserves the right to a volume tolerance of plus/minus 10%. Unless agreed otherwise, the customer does not have the right to object to deliveries which exceed or fall short of the agreed amount by up to 10%, and the charge is based on the actual quantity delivered.
- 3.5. If a framework contract is agreed between the customer and Interlloy, the latter shall have the right to deliver at least 80% of the proportional amount of the total volume on a monthly basis. If the term of a framework contract is not explicitly agreed, the term is agreed as 12 months from the order date. If all deliveries have not taken place by the end of this term, Interlloy reserves the right to trigger a delivery of the remainder, for which the customer shall be charged.
- 3.6. Interlloy is prepared to consider the conclusion of supply agreements (e.g. quality assurance agreements) provided that the customer guarantees a minimum annual turnover of CHF 50,000.00. The supply agreement loses its validity if this minimum turnover is not reached.

## 4. Transfer of use and risk

- 4.1. Use and risk are transferred with the delivery and provision of the consignment to the customer. Interlloy can organise transport on request from the customer. Transport (including loading) is at the risk and expense of the customer. Complaints relating to transport shall be reported to the carrier by the customer immediately on receipt of the delivery. In consultation with the customer, Interlloy can insure the delivery against normal transport risks at the expense of the customer.
- 4.2. If the customer is delayed in accepting the consignment, the risk is transferred at the onset of the delay at the latest.

## 5. Prices and payment terms

- 5.1. All prices are valid ex works, exclusive of packaging, value-added tax, duty and other official fees. Price adjustments are authorised if wage rates or

material prices change between the time of the quotation and its acceptance.

- 5.2. The confirmed prices are based on the assumption that these TCSD are the only terms and conditions applicable. If this is not the case, Interlloy reserves the right to adjust the prices.
- 5.3. Unless agreed otherwise, payment must be made within 30 days of the invoice date. On expiry of the agreed payment period, interest on arrears of 5% and reminder fees (CHF 50 to CHF 200) are payable without further warnings. Deductions (discounts, etc.) are only authorised within the agreed payment period by special agreement. Unauthorised deductions shall be charged back to the customer.
- 5.4. In addition, a default on payment by the customer shall authorise Interlloy to cease all outstanding deliveries, withdraw from the contract, demand the return of any products delivered and claim for compensation for any further damages.
- 5.5. Payments may not be reduced or withheld by the customer because of complaints, claims or customer receivables which are not acknowledged by Interlloy. Set-off is also prohibited.
- 5.6. Interlloy is entitled to obtain credit rating information and to demand advance payment at its own discretion. If the advance payment is not made within 10 days, the customer has defaulted on acceptance.

## 6. Retention of ownership

- 6.1. The goods delivered remain the property of Interlloy until complete payment has been received. The customer authorises Interlloy to register the retention of ownership at its expense on public registers if the customer is in arrears on payments or Interlloy's claim seems in jeopardy for another reason.

## 7. Guarantee

- 7.1. As of the transfer of use and risk, Interlloy shall provide a 12-month guarantee that the goods supplied largely meet with the scope of the contract in terms of functionality. Repairs or replacements shall not extend the original guarantee period. The burden of proof for any faults lies with the customer.
- 7.2. The customer is obliged to check the goods delivered, Interlloy is not obliged to carry out a final inspection. Any faults must be reported to Interlloy specifically in writing within 8 working days, citing the reasons. If faults only become apparent within the 12-month guarantee period, they must be reported to Interlloy in writing within 8 working days of discovery. Failure to inspect the goods or delays in reporting faults shall invalidate the guarantee.
- 7.3. If faults are discovered, the customer is obliged to cease processing, further processing and/or sale immediately.
- 7.4. Damage caused by natural wear, improper use, excessive load, unpredictable external influences, unsuitable equipment, incorrect processing not carried out by Interlloy and other reasons out of Interlloy's control is excluded from the guarantee.
- 7.5. At its own discretion, Interlloy can make one or two attempts at repair of the fault and/or provide a replacement. Replacements will only be supplied after return of the faulty goods. If Interlloy is unable to effect a repair or a replacement, the customer is entitled to demand an alternative or a reduced price.
- 7.6. Interlloy is entitled to demand repayment from the customer of all costs relating to any reported complaints if no evidence of the faults reported by the customer can be found.

## 8. Liability

- 8.1. Interlloy shall only be liable to the customer for direct damage caused in conjunction with the goods supplied which can be proven to be the result of gross negligence or malicious intent. Interlloy's liability in this case is limited to 10% of the contract price.
- 8.2. Any further liability on the part of Interlloy, especially for indirect consequential damage, such as loss of revenue, additional expenditure, damages through delays or claims from third parties, is explicitly excluded.
- 8.3. Any compensation claims from the customer shall expire 6 months after they come into being.

## 9. Confidentiality

- 9.1. The customer shall treat all the details of its relationship with Interlloy and its business secrets in the strictest confidence.

## 10. Severability clause / Place of jurisdiction / applicable law

- 10.1. The invalidity of individual parts of these TCSD or the resulting contracts between the parties shall not affect the validity of the remaining terms.
- 10.2. Swiss substantive law applies, to the exclusion of the Vienna Convention. **Place of jurisdiction is Schinznach-Bad, Switzerland.**