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1. GENERAL

1.1. These General Terms and Conditions of Supply are applicable for all supplies and services from Roth Décolletage AG, in particular if the customer regularly places orders with Roth Décolletage AG. It is irrefutably assumed that the customer has been informed about the terms and conditions and has accepted them. Any other conditions stipulated by the customer are invalid.

1.2. All agreements and legally relevant declarations between the parties to the contract must be made in writing in order to be valid.

1.3. Quotations without an acceptance period are non-binding.

1.4. The contract with the customer shall become effective once accepted in writing (order confirmation) by Roth Décolletage AG.

1.5. Electronic signatures which meet both the current state of technology and currently valid laws when submitted are permissible and binding. Where possible, they should replace written signatures.

1.6. Should a provision in these Terms and Conditions of Supply prove to be fully or partly invalid or unenforceable, the parties to the contract shall replace the said provision with a new agreement which shall have a legal and economic effect as similar as possible to the invalid provision.

2. SCOPE OF SUPPLIES AND SERVICES

2.1. The supplies and services of Roth Décolletage AG are specified conclusively in the order confirmation and in any appendices it may include. Roth Décolletage AG is authorized to make any changes which could lead to improvements provided that such changes do not lead to a price increase.

2.2. With regard to supplies, we reserve the right to deliver 10% more or less of the order volume. If a specific minimum amount is required, this must be stipulated when placing the order and the additional charge must be paid.

2.3. The standard duration for framework agreements is 12 months starting from the date of contract validity.

3. PRODUCT SAMPLES

3.1. If samples are required before the series is delivered, the manufacture of the entire series order shall only be commenced once the samples have been provided. If it is still possible to change the drawings, any drawing modifications must be paid by the customer.

4. DRAWINGS, TECHNICAL DOCUMENTS AND TOOLS

4.1. Unless otherwise agreed, brochures and catalogues are non-binding. Information contained in technical documents shall only be binding if it has been expressly stipulated as such.

4.2. Each party to the contract retains all its rights to drawings and technical documents handed over to the other party. The receiving party shall recognize these rights and shall not make the documents, either in full or in part, accessible to third parties without prior written authorization from the submitting party, nor shall it use them for purposes other than those for which they were handed over.

4.3. All of the tools and molds used, with the exception of those provided by the customer, are always the property of Roth Décolletage AG.

4.4. Special conditions must be agreed with regard to any tools and molds loaned to Roth Décolletage AG; costs for their maintenance shall be charged to the customer; Roth Décolletage AG shall carry the storage costs up to a maximum of two years after the final delivery.

5. REGULATIONS IN THE COUNTRY OF DESTINATION AND SAFETY DEVICES

5.1. The customer shall point out any regulations and standards applicable to the execution of the supplies and services to Roth Décolletage AG at the latest by the time the quotation is received.

5.2. Unless otherwise agreed, the supplies and services shall comply with the regulations and standards valid at the customer's place of business, which Roth Décolletage AG has informed the customer of in accordance with clause 5.1. If expressly agreed, additional or other safety devices shall be supplied.

6. PRICES

6.1. Unless otherwise agreed upon, the prices are net prices, ex-works, excluding packaging, in Swiss francs, without deductions. Any additional charges, e.g. for freight, insurance, export, transit, import and other permits shall be borne by the customer. The customer shall also carry the costs for all taxes, customs and excise duties, fees, levies and the like which must be paid in connection with the contract, or the customer shall refund them to Roth Décolletage AG against the presentation of adequate proof if the latter has made the payment.

6.2. Roth Décolletage AG reserves the right to make price adjustments if its wage rates or material prices vary between the submission of the quotation and the time when the contract is completed. In such case, the price shall be adjusted in accordance with inflation. A reasonable price adjustment shall also be made if

- the delivery deadline is subsequently extended for any of the reasons specified in clauses 9.1 and 9.3 or
- the nature or scope of the agreed supplies or services has been changed or
- the design, the material and/or the execution have been changed because the documents supplied by the customer did not comply with the actual circumstances, were incomplete, or the customer was too late in pointing out the pertinent regulations or standards stipulated in 5.1.

6.3. Cancellations shall be charged as follows

- Following the order confirmation, a general charge of CHF 250 must be paid.
- Once the raw materials have been purchased, orders can no longer be cancelled and the entire order value shall be charged

7. TERMS OF PAYMENT

7.1. Unless agreed otherwise, payments shall be made by the customer immediately upon receipt of the invoice. The net amounts shall be paid, without the deduction of trade discounts, expenses, taxes, levies, charges, duties or the like and within the agreed payment period.

7.2. Roth Décolletage AG is entitled to charge an additional 25% of the net invoice value, or at least CHF 500, for material supplies or services which need to be delivered within 24 hours of the order being placed or which, due to their urgency, result in production changes.

7.3. The payment deadlines must also be kept if the transport, delivery, installation, commissioning or acceptance of the supplies or services is delayed or prevented due to reasons beyond Roth Décolletage AG's control. This also applies if non-essential parts are missing or if reworking is necessary which would not hinder the use of the supply or service.

7.4. If the down-payment, if one has been agreed, is not made in accordance with the terms of the contract, Roth Décolletage AG shall be entitled to either abide by the contract or to terminate it and shall be entitled in both cases to claim damages.

7.5. If the customer does not pay by the agreed payment deadlines, he shall be liable, without a reminder, to pay default interest from the date when the payment was due at the same rate charged by Swiss banks for unsecured open credits, or a minimum of 8%. The payment of default interest shall not release the customer from his payment obligation, his other contractual obligations or his obligation to pay damages.

7.6. Bills outstanding from this contract or in relation to this contract can only be set off against one another with a recognized and legally established counterclaim.

8. RETENTION OF TITLE

8.1. Roth Décolletage AG shall remain the owner of all of its supplies and services until it has received the full payments due in accordance with the contract. Neither shall the property of Roth Décolletage AG be omitted in case of processed or resold products by the customer. Furthermore the customer shall take all measures to ensure property rights of Roth Décolletage AG not being derogated nor waived. By concluding the contract the customer shall transfer, in any case, all possible claims resulting from a resale to Roth Décolletage AG.

8.2. The customer shall have an obligation to engage in all measures required to protect the property rights of Roth Décolletage AG. Upon the conclusion of the contract, the customer shall give its consent to Roth Décolletage AG to register the retention of title into the retention of ownership register.

9. DELIVERY TIME

9.1. The delivery time shall begin once the contract has been entered into, all official formalities such as import or payment permits have been obtained, the payments due with the order have been paid and securities provided, and all of the technical points have been clarified. The delivery time is deemed to be observed if, by that time, the customer has been informed that the goods are ready for dispatch or, in the case of services, Roth Décolletage AG has given notice that it is ready to perform the agreed service.

9.2. The observation of the delivery time is conditional upon the customer's fulfillment of the contractual obligations, in particular obligations to provide payment and co-operate, at no cost to Roth Décolletage AG.

9.3. The delivery time shall be reasonably extended:

a) if Roth Décolletage AG does not receive the information it requires for the fulfillment of the contract in time or if the customer makes subsequent changes which cause a delay to the supplies or services;

b) if hindrances occur which Roth Décolletage AG cannot prevent despite taking the necessary care, regardless of whether they originate with Roth Décolletage AG, the customer, or a third party. Examples of such hindrances are, for example, epidemics, military mobilization, war, civil disturbances, considerable business disruption, accidents, industrial disputes, delays in or failure to supply of the necessary raw materials by sub-suppliers, semi-finished or finished goods, the need to scrap important components, regulatory measures or omissions by the state, natural disasters;

c) if the customer or a third party is behind schedule in the fulfillment of his obligations originating from this or earlier contracts, particularly if the customer fails to observe the terms of payment.

9.4. If, instead of the delivery period, a specific delivery date is agreed, it shall correspond to the last day of the delivery period; clauses 9.1 to 9.3 apply by analogy.

9.5. Any delay to the supplies or services does not entitle the customer to any rights of withdrawal from the contract or any other claims such as mitigation or damages. This limitation does not apply to unlawful intent or gross negligence on the part of Roth Décolletage AG, but does also apply to unlawful intent or gross negligence on the part of auxiliary personnel.

10. TRANSFER OF BENEFITS AND RISKS

10.1. In supply agreements, the benefits and risks shall be transferred to the customer, at the latest, on the date when the supply leaves the factory and, in the case of service contracts, the moment when the supplies and services are used.

10.2. If the delivery is delayed at the request of the customer or for other reasons beyond Roth Décolletage AG's control, the risks shall be transferred to the customer at the time originally foreseen for the ex-works delivery. From this moment on, the supplies shall be stored and insured at the expense and risk of the customer.

11. DISPATCH, TRANSPORT AND INSURANCE

11.1. Roth Décolletage AG must be informed of any special requirements regarding dispatch, transport and insurance by the time the order is placed. Supplies shall be transported ex-works at the customer's expense and risk. The customer must inform the final forwarding agent of any complaints regarding the dispatch or transport immediately upon receipt of the supplies or the shipping documents.

11.2. The customer shall be responsible for taking out insurance against damages of any kind.

12. INSPECTION AND ACCEPTANCE OF SUPPLIES AND SERVICES

12.1. Roth Décolletage AG shall inspect supplies with reasonable care prior to their dispatch and services following their completion. If the customer requests further inspection, this must be specifically agreed and paid for by the customer.

12.2. The customer must inspect the (partial) supplies and (partial) services within a reasonable period and immediately inform Roth Décolletage AG of any defects in writing. Should he fail to do so, the (partial) supplies and (partial) services shall be deemed to have been accepted.

12.3. If Roth Décolletage AG is informed of defects in accordance with clause 12.2, it must rectify them as quickly as possible. The customer must give Roth Décolletage AG the opportunity to do so. Once remedied, an acceptance test can be performed at the request of the customer or Roth Décolletage AG.

12.4. The supply or service shall also be viewed as having been accepted once the customer uses or is capable of using the (partial) supplies and (partial) services provided by Roth Décolletage AG.

12.5. Should there be any kind of defects on (partial) supplies and (partial) services, the customer shall not be entitled to any other rights and claims other than those expressly stipulated in clauses 12 and 13 (Warranty, Liability for Defects).

13. WARRANTY, LIABILITY FOR DEFECTS

13.1. Warranty Period
The warranty period is 12 months. It starts when the supplies leave the factory. If the dispatch is delayed for reasons beyond Roth Décolletage AG's control, the warranty period shall end no later than 18 months after the customer is informed that the goods are ready for dispatch. In the case of services, the warranty period starts once the service is complete and ends after 12 months. For replaced or repaired parts, the warranty period expires with the end of the original warranty period stipulated in the previous paragraph. The warranty period shall expire prematurely if the customer or a third party makes improper modifications or repairs or if the customer, once a defect occurs, does not take suitable measures to mitigate the damages immediately and does not give Roth Décolletage AG an opportunity to rectify the defect by providing notification in writing.

13.2. Liability for Defects in Material, Design and Workmanship
Roth Décolletage AG has an obligation, exempting any other claims provided in written form by the customer, to repair or replace all parts as soon as possible which are included in Roth Décolletage AG supplies and which are proven to be unusable because of poor material, faulty design or poor workmanship until the end of the warranty period. The choice to repair or replace the parts can be made at Roth Décolletage AG's discretion. Replaced parts shall become the property of Roth Décolletage AG. Roth Décolletage AG shall carry the costs of reworking the defective parts in its factory. The customer shall carry the costs for any replacement and reworking performed outside of the Roth Décolletage AG factory. Roth Décolletage AG has an obligation, exempting any other claims provided in written form by the customer, to rectify or replace all Roth Décolletage AG services as soon as possible which are proven to be flawed or unusable up until the end of the warranty period. The choice to rectify or replace the service shall be made at Roth Décolletage AG's discretion.

13.3. Liability for Express Warranties
Liability for express warranties shall only be accepted for those features which are expressly described as such in the order confirmation. If no longer period has been guaranteed, an express warranty is only valid until the end of the warranty period. If the express warranties are not achieved or achieved only in part, Roth Décolletage AG shall be entitled to carry out improvements. In such case, the customer shall give Roth Décolletage AG the necessary time and opportunity to do so. If such improvements are unsuccessful or only partially successful, the customer shall be entitled to a reasonable price reduction.

13.4. Exemptions from Liability for Defects
The following are excluded from Roth Décolletage AG's warranty and liability; damage to the products supplied by Roth Décolletage AG which cannot be proven to be the result of poor material, faulty design or poor workmanship, e.g. damage caused by wear (such as due to cracks and general wear and tear, due to overloading, weather conditions, air pollution, electromagnetic compatibility), insufficient maintenance, a disregard of the operating regulations, excessive loading, use of unsuitable consumables, chemical or electrolytic effects, interference with other products, systems or services as well as due to other causes beyond Roth Décolletage AG's control.

13.5. Supplies and Services of Sub-suppliers
For supplies and services of sub-suppliers that are requested by the customer, Roth Décolletage AG shall accept the warranty only to the extent indicated in the warranty obligations of the respective sub-supplier.

13.6. Exclusivity of Warranty Claims
With respect to defective material, design or workmanship or a failure to fulfill express warranties, the customer shall not be entitled to any rights and claims other than those expressly stipulated in clauses 13.1 to 13.5 and, in particular, no claims to conversion or compensation for damages.

13.7. Liability for Other Obligations
Roth Décolletage AG is only liable in cases of unlawful intent or gross negligence as far as customer claims arising out of incorrect advice and the like, or out of breach of any additional obligations, are concerned.

13.8. The warranty rights and exceptions cannot be transferred to third parties without the prior written consent of Roth Décolletage AG.

13.9. The customer must comply with the rules of Roth Décolletage AG covering the return of goods under warranty or for repair

14. SOFTWARE

14.1. Unless otherwise agreed, all of the program parts (software) are issued in the form of a license. Once the company copy has been paid, the customer is entitled to the ownership and a non-exclusive, non-transferrable license to enable its designated use for own purposes, without the right to sub-licenses. The customer must not copy, decompile or reverse engineer the software.

14.2. The content and scope of software from third-party suppliers is decided in accordance with the license conditions of the third-party supplier in question.

14.3. All other rights, in particular the copyright with all associated rights of use and entitlements shall remain in full with Roth Décolletage AG or with the respective third-party supplier.

14.4. The software warranty is limited to defects which cause unacceptable deficiencies in the functioning of the goods supplied with the software. In such case, Roth Décolletage AG shall take reasonable measures to replace the software with one which is free of defects.

14.5. Article 13 applies accordingly.

15. COMMISSIONING

15.1. If Roth Décolletage AG accepts the obligation to perform the commissioning or the supervision/management of the commissioning, only the General Terms and Conditions of Commissioning of Roth Décolletage AG shall apply.

16. NON-PERFORMANCE, POOR PERFORMANCE AND THEIR CONSEQUENCES

16.1. In all cases of poor performance or non-performance not expressly covered by these general conditions, in particular if Roth Décolletage AG, without valid reason, starts executing the supplies and services so late that punctual completion is unlikely to be foreseen, or if an execution contrary to the terms of the contract can be clearly foreseen due Roth Décolletage AG's fault, or if the supplies and services have been executed contrary to the terms of the contract due to Roth Décolletage AG's fault, then the customer shall be entitled to grant Roth Décolletage AG a reasonable additional period for the affected supplies or services while simultaneously providing a warning indicating the termination of the contract in case of non-compliance. If such an additional period expires due to Roth Décolletage AG, the customer shall be entitled to terminate the contract with respect to the supplies or services executed, or certain to be executed, contrary to the terms of the contract, and to claim a refund of the payments already made for such supplies or services.

16.2. In such case, clause 17 shall apply with regard to any claims for damages on the part of the customer and with regard to the exclusion of any further liability and any claim for damages shall be limited to 10 % of the contract price for the supplies and services affected by the termination.

17. EXCLUSION OF FURTHER LIABILITIES

17.1. All claims on the part of the customer, with the exception of those expressly mentioned in these general terms and conditions, irrespective of on what grounds they are based, are excluded. This refers, in particular, to any claims not expressly mentioned for damages, price reduction, or withdrawal from the contract. In no case whatsoever shall the customer be entitled to claim damages for defects which did not occur in the delivery item itself, such as for loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. These limitations do not apply to unlawful intent or gross negligence on the part of Roth Décolletage AG, but do also apply to unlawful intent or gross negligence on the part of auxiliary personnel.

18. PARTIAL DELIVERIES AND PARTIAL SERVICES

18.1. If partial deliveries are supplied, the provisions regarding acceptance and warranty shall be applied to them separately. The same applies for services which can only be, or are only, used by the customers in stages.

19. RETURN OF PACKAGING MATERIAL AND ITS DISPOSAL

19.1. The customer has no claim to demand that Roth Décolletage AG takes back or disposes of packaging material supplied with the products it delivered.

19.2. The packaging is invoiced separately by the supplier.

20. ROTH DÉCOLLETAGE AG'S RIGHT OF RECOURSE

20.1. If, through actions or neglect on the part of the customer or of persons employed by it, personal injury or damage to property of third persons occurs and a claim is made against Roth Décolletage AG because of this, the latter shall be entitled to a right of recourse against the customer. The customer shall not hold Roth Décolletage AG liable for any damages.

21. JURISDICTION AND APPLICABLE LAW

21.1. The place of jurisdiction and place of fulfillment for both the customer and Roth Décolletage AG is Solothurn/SO, Switzerland. Roth Décolletage AG is however entitled to prosecute the customer at the customer's registered office.

21.2. The legal relationship is governed by Swiss substantive law. The application of the UN Convention Contracts for the International Sale of Goods dated 11th April 1980 is excluded.

22. TRANSLATION

22.1. Should the translated language text differ from the German text in any way, the German text shall apply exclusively.