

General Terms and Conditions

I. General

1. These General Terms and Conditions of Hatt Montagen AG (the "Supplier") govern the conclusion, content and processing of contracts with customers. These terms and conditions may be referred to both in a framework agreement and an individual contract. They shall then be deemed as an integral part of the respective Contract.
2. These General Terms and Conditions shall be binding if declared applicable in the tender. Any conditions stipulated by the Customer which are contradictory to the ones herein shall only be valid if expressly acknowledged by the Supplier in writing.
3. The Contract is concluded with the receipt of the Supplier's written order confirmation. With its order, the Customer agrees to the validity of the General Terms and Conditions on hand.
4. All agreements and legally relevant declarations of the parties to the Contract must be in writing in order to be valid. Written individual agreements take precedence over General Terms and Conditions.

II. Scope of supplies and services

The supplies and services rendered by the Supplier are exhaustively specified in the order confirmation and in appendices thereto.

III. Plans, technical documents and confidentiality

1. The Supplier shall render its services on the basis of the documents of the Customer previously drawn up and / or handed over for the specific order solely.
2. Each party to the Contract retains all rights to technical documents provided to the other. The party receiving such documents recognizes these rights and shall – without previous written consent of the other party – not make these documents available to any third party, neither in whole nor in part, nor use them for purposes other than those for which they were handed over.
3. The contracting parties undertake not to misuse confidential information, technical documents, samples, process descriptions or data, which they are aware of in the framework of the Contract, or to disclose the said to third parties in any way or to disclose access to it.
4. All documents, plans, test reports and the like which have been created for the specific order of the Customer and / or given to the Supplier in this context will be handed over in original at the request of the Customer with acceptance of the service. Any liability for the storage of documents not taken back shall be excluded.

IV. Regulations in force in country of destination and safety devices

The Customer shall, at the time of the order at the latest, draw the Supplier's attention to the regulations and standards relating to the execution of the deliveries and services, to the installation and the operation of the said as well as to the prevention of illness and accidents in this context.

V. Prices

1. Unless agreed otherwise in writing, all prices shall be deemed to be net, ex works, excluding packing, in freely available Swiss francs and without any deduction whatsoever.
2. Any and all additional charges, such as, but not limited to freight charges, insurance costs, fees for export, transit, import and other permits as well as for certifications, shall be

borne by the Customer. Likewise, the Customer shall bear any and all taxes, fees, levies, customs duties and the like which are levied out of or in connection with the Contract or shall refund them to the Supplier against adequate evidence in case the Supplier is liable for them.

3. The Supplier reserves the right to adjust prices if the required quality or scope of the agreed deliveries differs from the offered service.
4. The Customer shall be informed in writing (by e-mail or rapports) of any material and / or services which were not recorded in the scope of the offer as they were not known. Those materials and / or services shall be released in writing by the Customer in the appropriate form.
5. In the case of long-term orders (12 months and more), the Supplier reserves the right to adjust the prices by means of mutual agreement if material prices (alloy surcharges) mark significant currency fluctuations or other changes in the import respectively export costs appear.

VI. Terms of payment

1. Payments shall be made by the Customer at the Supplier's domicile without any deduction for cash discount, expenses, taxes, levies, fees, custom duties and the like.
2. Unless agreed otherwise in writing, the Customer shall settle any invoices of the Supplier within thirty (30) days from the invoice date.
3. Payments must be made by the Customer even if he asserts warranty claims against the Supplier or if the deliveries or services are delayed for reasons beyond the Supplier's control.
4. If the Customer fails to meet the agreed payment dates, he shall pay an interest rate of 5 % from the date of the agreed maturity without notice. The right to further damage is expressly reserved.

VII. Reservation of proprietary rights

The Supplier remains the owner of all its deliveries until it receives the respective payments in full as per Contract.

VIII. Annulment of orders

1. Orders may be canceled free of charge within three (3) business days, except for materials which have already been ordered by the Supplier and cannot be canceled.
2. Order cancellations outside the aforementioned period are taken into consideration as far as possible, however, they are billed with a lump sum for the resulting administrative expenses of CHF 250.00 in any case. The right to further damage is expressly reserved.

IX. Delivery period

1. The delivery period begins once the Contract is concluded and upon receipt of the Customer's amended order confirmation (including the specification sheet, final planning documents, technical requirements, welding and test quality etc.), all official formalities (import, export, transit and payment approvals etc.), the payments to be made, any collateral provided at the time of the order as well as the possible adjustment of essential technical points. The delivery time shall be deemed to be observed if by that time the Supplier has sent a notice to the Customer informing him that the supplies are ready for dispatch.
2. Compliance with the delivery period presupposes fulfillment of the contractual obligations by the Customer.
3. The delivery period shall be reasonably extended:

- a) if the Supplier does not receive the information which is necessary for the fulfillment of the Contract (e.g. drawings, parts lists, engineering for the calculation of components etc.) from the Customer in time or if the Customer subsequently changes the order resulting in a delay of supply or service;
- b) If hindrances occur which the Supplier cannot avert despite the application of due diligence, irrespective of whether they arise with the Customer or with a third party. Such obstacles include, but are not limited to epidemics, mobilization, war, riots, serious interruptions of operations, accidents, labor conflicts, delayed or faulty supply of the necessary raw materials, semi-finished or finished products, official measures or omissions as well as natural events;
- c) If the Customer or third parties are in arrears with the work to be performed by them or are in default with the fulfillment of their contractual obligations, in particular if the Customer does not comply with the payment terms.

- 4. Any compensation for damage caused by delay shall presuppose that the delay is traceably caused by the Supplier and the Customer can prove a damage as a result thereof. If the Customer is compensated by a replacement delivery, all claims for damage caused by delay will be lost.
- 5. If, instead of a delivery period, a specific date is agreed, the said date is equivalent to the last day of a delivery date; the above statements (ciphers 1. to 4.) are analogously applicable.
- 6. The Customer has no rights or claims due to delays in deliveries or services other than those expressly stipulated under title IX. This limitation does not apply to unlawful intent or gross negligence of the Supplier, but it does apply to unlawful intent or gross negligence of auxiliary persons.

X. Packing

Unless agreed otherwise, the delivery will be provided for collection at the factory in an unpacked manner. On the explicit order of the Customer, the goods will be packed. The corresponding packing work will be invoiced separately by the Supplier.

XI. Delivery / Transfer of benefits and risks

The benefits and risks of the supplies respectively services shall pass to the Customer by the date of their handover respectively by the agreed date of acceptance of the contractual delivery and / or service which is confirmed by the Customer by signing the delivery note or service report.

XII. Taking over and inspection of the goods

- 1. The Supplier will check the deliveries and services before handover respectively delivery. Each order is processed according to the quality assurance system ISO 9001: 2015 / ISO-3834-2: 2005 and handled accordingly at the time of delivery.
- 2. The Customer shall inspect the deliveries and services immediately and shall notify the Supplier of any defects within ten (10) days from the date of transfer of benefits and risks on in writing. If he fails to do so, the deliveries and services shall be deemed approved.
- 3. The execution of an acceptance test and the determination of the applicable conditions require a separate agreement.
- 4. Quality documentation, inspection plans, inspection reports etc. are issued and delivered in accordance with the contractual agreements. They are handed over on site or later.
- 5. The tools, work pieces and appliances required for inspection, unless agreed otherwise in the order confirmation, shall be supplied by the Customer free of charge.

XIII. Installation

The installation or supervision of installation outside of the Supplier's factory is subject to a separate agreement between the parties in writing. However, the following provisions under title XIV. Regarding the Supplier's warranty and liability shall also apply in this case if not explicitly agreed otherwise.

XIV. Guarantee / Liability for defects

- 1. The warranty period is twelve (12) months. It begins with the handover or agreed acceptance of the deliveries and services. If the deliveries are not brought into service immediately, the warranty period begins on the day of the said commissioning, however, sixty (60) days after the handover or agreed acceptance of the deliveries and services at the latest.
- 2. The warranty period shall begin anew for replaced or repaired parts and shall last six (6) months from the date of replacement, completion of the repair or after acceptance, however, not exceeding the expiry of a period twice the warranty period stipulated in the preceding paragraph.
- 3. The guarantee expires prematurely if the Customer or a third party undertakes modifications or repairs or if the Customer, in the case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the Supplier the possibility to remedy the defect.
- 4. The Supplier undertakes, at the written request of the Customer, to repair or replace all parts of its deliveries which are demonstrably damaged or rendered unusable as a result of bad material, faulty construction or faulty execution as soon as possible.
- 5. The guarantee for assured characteristics relates to characteristics which are expressly designated as such in the order confirmation or in the specifications only. The guarantee is valid until the expiry of the warranty period. If an acceptance test is agreed, the assurance shall be deemed to have been fulfilled if proof of the characteristics in question has been obtained during the examination. If certain assurances are not instantly met, the Supplier undertakes to do everything possible to achieve them. If the assured characteristics are not or only partly fulfilled, the Customer shall be entitled to immediate improvement by the Supplier.
- 6. All deficiencies which cannot be proven to have their origin in bad material, faulty construction or faulty execution (e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instruction, excessive loading, use of any unsuitable material, chemical or electrolytic influence, building or installation work not undertaken by the Supplier or other reasons beyond the Supplier's control) are excluded from the Supplier's guarantee and liability for defects.
- 7. For supplies and services of subcontractors requested by the costumer, the Supplier only assumes the guarantee and liability for defects to the extent of the subcontractors' guarantee and liability obligations.

XV. Exclusion of further liability on the Supplier's part

- 1. The present terms and conditions apply to all contractual violations and their legal consequences as well as all claims of the Customer, irrespective of their legal basis. Any claims not expressly excluded and / or explicitly named for damages, reduction, cancellation of the Contract or withdrawal from the Contract shall be governed by the Swiss Code of Obligation.
- 2. In no case whatsoever shall the Customer be entitled to claim damages other than compensation for the costs of remedying defects in the supplies. This exclusion of further liability particularly refers, but shall not be limited to loss of production, loss of use, loss of orders, recall costs, loss of profit and other direct or indirect or consequential damage.

3. This exclusion of further liability part does not apply to unlawful intent or gross negligence on the part of the Supplier. However, it does apply to persons employed or appointed by the Supplier to perform any of his obligations. This exclusion of liability does not apply as far as it is contrary to compulsory law.

XVI. Final provisions

1. The Supplier reserves the right to adapt these General Terms and Conditions for future business at any time. For the Contract, the current General Terms and Conditions at the time of conclusion of the Contract apply, visible on www.hatt-montagen.ch.
2. The Customer shall not be entitled to transfer rights and obligations arising from the contractual relationship existing between the parties to third parties without prior written approval by the Supplier.
3. The invalidity of individual provisions shall not affect the validity of the remaining provisions. The contracting parties undertake to replace ineffective provisions with new ones that are as close as possible to the economic purpose of the Contract.
4. The contractual relationship between the parties shall be governed by Swiss law only. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, is explicitly excluded.
5. The place of jurisdiction is Brugg/AG.