

Standard terms and conditions of delivery and payment

Scope

Our terms and conditions of delivery and payment set out below apply to all our deliveries and services. We shall not be bound by different conditions of the customer. Our quotations which do not contain a final date for acceptance are made without obligation.

If our standard terms and conditions are already known to the customer, they shall also apply to future business, even if they are not forwarded again. Acceptance of our deliveries or services shall be deemed to constitute acknowledgment of our terms and conditions.

Performance and prices

Deliveries and services by the supplier are stipulated in full in the order confirmation, including any attachments thereto. The supplier is authorised to make changes that lead to improvements provided that they do not result in price increases.

Unless otherwise agreed, all prices quoted are net EXW CH-6170 Schüpfheim, according to Incoterms 2020 exclusive of packaging, transportation, insurance, export/transit/import permits, certifications, customs duties, VAT and purchase taxes, etc., all of which may be charged retroactively at any time.

Small quantity surcharge

For small order quantities from CHF 0.– to CHF 100.–, there is a surcharge of CHF 30.–.

Delivery charges

For deliveries in Switzerland for orders ranging from CHF 0.– to CHF 100.– there is a delivery charge of CHF 12.–, and for orders ranging from CHF 101.– to CHF 499.– the delivery charge is CHF 3.–. Orders that are more than CHF 500.– will be delivered free of charge. For deliveries outside of Switzerland the actual shipping, transport and any applicable taxes will be charged.

Payment date and arrears

The invoiced sum is payable by the due date without deduction. The invoiced sum shall be payable within twenty days of the date of the invoice without any deduction.

Discounts and rebates are granted solely on the basis of special agreements. If the customer is late in making payment, the supplier is authorised to charge interest on arrears amounting to 7% per annum and if the late performance can be proved to have caused greater prejudice, that too may be charged.

Reservation of title

The supplier remains the owner of all his deliveries until it has received payment in full according to the contract. If measures become necessary to protect the suppliers ownership, the customer is required to participate; in particular, by concluding the contract, he authorises the supplier to arrange, at the customer's expense, for the entry or recording of the reservation of title in public registers, books and so forth in compliance with the relevant national legislation, and to perform all the appropriate formalities. The customer shall keep the goods supplied in good condition at his own expense for the duration of the reservation

of title and insure them to the benefit of the supplier against theft, breakage, fire, water and other risks. He shall also take all measures to ensure that the supplier's right to title is neither impaired nor terminated.

Delivery lead-time

The delivery lead-time shall commence as soon as the contract has been concluded, all the official formalities such as import, export, transit and payment permits have been completed and obtained, the payments to be made with the order have been duly effected, any required surties have been provided and the main technical points have been clarified. The delivery lead-time is deemed to have been respected if notification of readiness for shipment has been made to the customer before the end thereof.

Packaging

Packaging is charged separately by the supplier and is not taken back. However, if it has been designated as being the supplier's property, it must be sent back carriage-paid by the customer to the place from which shipment was made.

Benefit and risk, consignment, transport

The benefit and risk shall transfer to the customer no later than at the time when the consignment leaves the works.

If shipment is delayed at the customer's request or for other reasons for which the supplier is not responsible, the risk shall transfer to the customer at the time originally scheduled for delivery exworks. From then on, consignments shall be stored and insured for the account and at the risk of the customer.

Special wishes concerning shipment, transport and insurance shall be notified in good time to the supplier. Carriage is effected for the account and at the risk of the customer.

On receipt of the delivery or freight documents, complaints relating to dispatch or carriage shall be addressed by the customer without delay to the last carrier.

The customer shall take out insurance against damage of all kinds.

Complaints

The supplier shall check the consignment and services in the usual manner before dispatch. If the customer requests more extensive verifications to be made, these shall be agreed separately and paid for by the customer.

The customer must verify the consignments and services within a reasonable period and report any damage in writing without delay to the supplier. If he fails to do so, the consignments and services shall be deemed to have been approved.

The warranty period shall be 12 months. It commences on the date on which the consignment leaves the works or on any date agreed for acceptance of the consignment and services or, if the supplier has also taken responsibility for assembly, at the time when such assembly is completed. If shipment, acceptance or assembly are delayed for reasons for which the supplier is

not responsible, the warranty period shall end no later than 18 months after notification of readiness for shipment.

Where parts are replaced or repaired, the warranty period shall recommence and shall last for six months from replacement, completion of the repairs or acceptance, but no longer than a period representing twice the warranty period stipulated in the previous paragraph.

The warranty shall expire prematurely if the customer or a third party performs inexpert modifications or repairs or if a defect has occurred and the customer fails to take all appropriate measures to alleviate the damage at once and fails to give the supplier an opportunity to remedy the defect.

Product Declaration

Due to customer-specific technical modifications at the product and/or due to missing components which are mandatorily required to guarantee IP 54 protection, the required degree of protection can no longer be 100% fulfilled. In this case, Almatec AG declines any product liability with regard to IP protection.

In case of using bare aluminum in outdoor areas and if the bare aluminum contacts concrete (e.g. AP / UP meter cabinet) damages may occur! Almatec AG declines any warranty claims for delivered bare aluminum housings in the event of oxidation! Priming is absolutely necessary for a subsequent paint coating!

IP protection

The required protection (IP code) level cannot be met in case of customized designs changes to the listed product and/or as a result of missing components, which are absolutely necessary for the required IP protection. The IP protection level (IP code) must be guaranteed by the integrating company. Almatec AG declines any product liability in relation to IP protection in the event of contravention.

Return of Goods

Customized orders of goods, parts of original lengths, already modified articles, damaged products or products that are no longer in Almatec's standard product range can no longer be returned. For returned goods that we stock in our inventory, there will be a charge of 20% of the product cost – minimum CHF 50.– for handling and restocking costs. The sender is liable for damages and loss of returned goods. The payment for entitled returns will be made in the form of a credit note.

Place of jurisdiction and applicable law

The place of jurisdiction shall be Lucerne. The supplier may, however, also file and action against the customer at the place where he has his registered office or domicile.

Contractual relations with the customer shall be governed exclusively by Swiss law. The application of the United Nations Convention of 11th April 1980 on the International Sale of Goods (Vienna Sales Law) is hereby excluded.

