

1. Validity

- 1.1 Only the following terms and conditions shall apply to our deliveries and services. Terms and conditions contrary to or differing from our terms and conditions shall not apply, unless we have expressly approved their validity. The following terms and conditions shall apply even if we, in the knowledge of terms and conditions of the customer contrary to or differing from our terms and conditions, furnish our services to the customer without reservations.
- 1.2 Oral agreements made before, during or after the conclusion of a contract shall require our written confirmation in order to become valid.
- 1.3 These terms and conditions shall also apply to all future deliveries and services to the customer until our new terms and conditions of delivery and service come into force.
- 1.4 If one of the clauses of these terms and conditions and the other concluded agreements is or becomes invalid, the validity of the other clauses shall not be affected. The contracting parties shall be obliged to replace the invalid clause with a clause which comes as close as possible to the invalid clause in economic terms.

2. Quotation

- 2.1 Unless otherwise expressly agreed in writing, our cost estimates shall be non-binding and also subject to a charge.
- 2.2 Our quotations shall be non-binding as long as we do not expressly make a binding quotation in writing.

3. Prices

- 3.1 Prices shall be calculated on the basis of the list prices plus VAT applying at the time of delivery. Only in cases where the conditions for tax exemption of export deliveries are satisfied shall VAT not be calculated.
- 3.2 If no special agreement has been concluded, prices shall be EXW (Switzerland) / FCA (Export) in accordance with Incoterms 2010 excluding packing.
- 3.3 We reserve the right to change our prices appropriately if costs rise or fall after the contract has been concluded, especially due to changes in wage costs, e.g. as a result of collective bargaining agreements or material price changes.
- 3.4 A small conversions surcharge of CHF 50 shall be levied on special conversions for Switzerland which have an item value of less than CHF 100 net.
- 3.5 Replacement deliveries shall be made and repaired goods shall be returned if they are not covered by the material warranty on payment of a reasonable flat-rate shipping and packing charge in addition to the remuneration for our services.

4. Delivery; Delivery periods; Default

- 4.1 Deliveries shall be performed – subject to the agreement of differing delivery conditions – carriage paid to the destination. Freight charges will not be reimbursed if the goods are collected ex works.
- 4.2 Deliveries to destinations in Switzerland with a total net value of CHF 300 or more shall be performed carriage paid to the valley rail station or by post/truck. A shipping and handling fee of CHF 18 shall be charged for deliveries which have a total net value of less than CHF 300.
- 4.3 The start and observance of agreed delivery periods shall depend on the fulfilment of cooperation obligations, especially prompt receipt of all materials, documents, permits, studies and releases to be provided by the customer, and on compliance by the customer with the agreed payment terms. If these preconditions are not duly fulfilled on time, the delivery periods shall be extended to an appropriate extent; this provision shall not apply if we are solely responsible for the delay.
- 4.4 If non-compliance with the delivery periods is due to force majeure and other problems for which we are not responsible, e.g. war, terrorist attacks, import and export restrictions, industrial disputes, including those affecting suppliers, the agreed delivery periods shall be extended to an appropriate extent.
- 4.5 If we are responsible for the delay in delivery, the customer must state, at our request and within a reasonable period of time, whether he insists on the delivery being made or whether he wants to withdraw from the contract. The customer shall not be entitled to withdraw from the contract. In cases involving legally binding agreed delivery periods, § 10 shall apply to any compensation claims in connection with the delay in delivery.
- 4.6 If goods are delivered on call, the customer shall be obliged to call them off within the agreed period. Unless otherwise agreed in writing, the call-off period shall be one year. After this period has expired, we can demand immediate call-off.
- 4.7 If, at the request of the customer, dispatch or delivery is delayed by more than one month after notification of readiness for dispatch, we shall be entitled to charge the customer a storage fee for every commenced month amounting to 0.5% of the value of the delivery items, but at most 5% of their value. The contracting parties shall be free to prove that higher, or as the case may be, lower storage costs were incurred. Any further claims due to acceptance default shall not be affected.
- 4.8 Partial deliveries and corresponding invoices shall be permitted, unless they are unreasonable for the customer.

5. Passing of risk

- 5.1 Benefit and risk shall pass to the customer when the delivery is dispatched from the factory, warehouse or workshop, even if delivery is made carriage paid, under a similar clause or including installation.

6. Complaints and notices of defects

- 6.1 Visible defects must be notified to us in writing by the customer immediately, but at the latest 15 days after receipt of the goods. Hidden defects must be notified to us as soon as they have been discovered. The date when we receive the notice shall be deemed to be the key date.
- 6.2 If a notice of defects is issued without good reason, we shall be entitled to have our incurred expenses compensated by the customer.
- 6.3 Defect claims shall be excluded if the notice of defects is not submitted on time.

7. Acceptance / Return

- 7.1 The customer shall not be permitted to refuse to accept deliveries on account of negligible defects.
- 7.2 The customer shall not be permitted to return any goods to us, unless we have expressly authorised their return. The above-mentioned provision shall not apply if the customer is entitled to withdraw from the contract.

8. Material defects / Defects of title

- 8.1 All warranty claims by the customer in connection with material defects shall become statute-barred after 12 months (Article 210 (1) of the Swiss Code of Obligations).
- 8.2 The limitation period for material defects shall commence when the goods are delivered (passing of risk).
- 8.3 In the case of material defects which were promptly notified, we shall be obliged to either rectify the defect or supply goods free of defects. All further claims by the customer, such as cancellation (gradual rescinded transaction), reduction (price reduction) and compensation for damage to the goods and any subsequent damage, shall be excluded.
- 8.4 No defect claims can be asserted in the event of a customary and/or negligible deviation from the agreed condition of the goods or a negligible impairment of the usability of the goods. Unless we have given an express written assurance, the properties of any supplied samples shall not be regarded as guaranteed if the supplied goods are suitable for their intended use.
- 8.5 Replaced goods and replaced parts shall become our property.
- 8.6 Defect claims due to the following reasons shall be excluded:
 - Natural wear and tear
 - Product modifications for the purpose of technical progress, even if we perform them without notice
 - Defects which occur after the passing of risk due to
 - incorrect handling, storage or assembly
 - non-compliance with installation and operating instructions
 - non-compliance with the FEPA safety recommendations (see inter alia www.siaabrasives.com)
 - non-compliance with governmental or other safety regulations and recommendations
 - excessive load or use
 - Defects which occur due to force majeure, exceptional outside influences not covered by the contract, or due to use of the goods outside their intended normal purpose according to the contract
 - Non-reproducible software defects.
- 8.7 Liability for defects shall not include defects which are attributable to design specifications of the customer or specifications of the customer relating to use of a certain material. Defect claims can also not be asserted if the goods are changed by a third party or through the installation of foreign parts, unless the defect has no causal connection with the change or use.
- 8.8 In the case of defective goods or parts thereof that were not manufactured by us, we can be released from our liability by assigning our own warranty claims against the supplier to the customer.
- 8.9 Defects of title which are not founded in the infringement of industrial property rights of third parties (see § 9) are governed by the provisions here in § 8 accordingly.

9. Industrial property rights and copyrights

- 9.1 We shall not be liable for claims arising from the infringement of industrial property rights or copyrights of third parties (hereinafter referred to as property rights) if the property right is or was owned by the customer or a company directly or indirectly majority-owned by the customer in terms of capital or voting rights.
- 9.2 We shall not be liable for claims arising from the infringement of property rights, unless at least one property right from the property rights family has been published either by the European Patent Office or in one of the following countries: Germany, France, United Kingdom, Austria or the USA.
- 9.3 The customer must inform us immediately about (alleged) property rights infringements or related risks which come to his attention. At our request, the customer must also allow us – if possible – to deal with legal disputes (also on a non-judicial basis).

- 9.4 We shall be entitled to either obtain a utilisation right for the product infringing a property right or to change the product in such a way that it no longer infringes a property right or replace it with a similar product which no longer infringes a property right. This provision shall also apply if the property rights infringement has not yet been legally ascertained or has not been acknowledged by us.
- 9.5 Claims by the customer shall be excluded if he is responsible for infringing the property right or he does not provide us with adequate support in defending third-party claims.
- 9.6 Claims by the customer shall also be excluded if the products are manufactured according to the customer's specifications or instructions, or the (alleged) infringement of the property right stems from use in connection with another product not originating from our company or the products are used in a way which we could not have foreseen.
- 9.7 Any further claims or claims other than those covered in this § 8 by the customer due to the infringement of the property rights of third parties shall be excluded if legally permissible.

10. Compensation claims

- 10.1 We shall only be liable for compensation due to the infringement of contractual and non-contractual obligations in the following cases:
- Intent or gross negligence
 - Negligent or intentional physical injury
 - Default in spite of a legally binding agreed delivery period
 - If provision is made for compensation through special manufacturer guarantees
 - Compelling legal liability (e.g. product liability obligation)
- 10.2 Compensation according to § 10.1 shall be limited to direct damage; all liability for any kind of indirect and subsequent damage shall be excluded if legally permissible.

11. Reservation of title

- 11.1 Until such time as all our existing claims against the customer have been completely fulfilled, we shall be entitled to arrange for reservation of title of the supplied goods to be entered in the Reservation of Title Register at the customer's domicile. The customer shall be obliged to cooperate in entering the goods in the Reservation of Title Register and must inform us immediately if he or the goods change domicile.
- 11.2 The customer shall be entitled to process or combine the goods which we own in the course of his normal business operations. In order to safeguard our reservation of title, we shall acquire joint ownership to the items produced through processing or combining. The customer shall hereby transfer this joint ownership to us. The customer shall be obliged to store the goods which we jointly own free of charge. The joint ownership share shall be based on § 726 and § 727 of the Swiss Civil Code (ZGB).
- 11.3 The customer shall be entitled to resell the goods in Switzerland in return for a cash payment or under reservation of title. In order to safeguard our reservation of title, the customer shall assign to us all claims, including incidental rights, accruing to him from the resale of the goods, irrespective of whether or not the goods were reprocessed. The customer shall be entitled to collect the assigned claim. We can revoke the customer's rights under this clause if he fails to duly comply with his contractual obligations towards us. These rights shall also expire without express revocation if the customer stops making his payments for longer than a temporary period of time.
- 11.4 At our request, the customer must inform us immediately in writing to whom he sold the goods in our ownership or joint ownership and what claims accrue to him from the resale. The customer must also issue us at his expense officially certified documents relating to the assignment of the claims.
- 11.5 The customer shall have no entitlement to other disposals of the goods which are under reservation of title or which we jointly own, or to disposals of the claims assigned to us. The customer must inform us immediately about any distraints or other legal impairments of the goods or claims belonging fully or partially to us. Unless they are paid by third parties, the customer shall bear all costs incurred in removing third-party access to goods which are under reservation of title or which we jointly own.
- 11.6 In the event of a delay in payment or any other culpable infringement of material contractual obligations by the customer, we shall be entitled to demand the return of the goods which are under reservation of title or which we jointly own. If we make use of this right, withdrawal from the contract shall only then occur if we expressly declare this.

- 11.7 An application to open insolvency proceedings shall entitle us to withdraw from the contract and demand the immediate return of the delivery.
- 11.8 If the total value of our existing collateral exceeds our claims by more than 10%, we shall release – at the request of the customer – an amount of this collateral of our own choosing.

12. Secrecy

- 12.1 All business or technical information originating from us (including characteristics which can be taken from handed-over goods or software, and other know-how or experience) must not be disclosed to third parties as long as and insofar as it is not proved to be public knowledge or was not approved by us for resale by the customer. The information must only be made available at the customer's own company to persons who have to be involved in its use and who shall also be obliged to maintain secrecy; the information shall remain our exclusive property. The information must not be reproduced or used for commercial purposes without our prior written approval. At our request, all information originating from us (if applicable, including produced copies or recordings) and loaned items must be returned to us or destroyed immediately and in full.
- 12.2 We reserve all rights to the information described in § 12.1 (including copyrights and the right to apply for industrial property rights, e.g. patents, registered designs, semiconductor protection, etc.).

13. Payment terms

- 13.1 Unless otherwise agreed in writing, payment must be made in Swiss Francs (CHF) within 30 days from the date of the invoice without any deductions. However, we can also make our services dependent on gradual payment (e.g. through cash on delivery or direct bank debit) or an advance payment.
- 13.2 The customer's payment obligation shall only be fulfilled when the amount is credited to our post office giro account or our bank account (value date). Acceptance of bills of exchange or cheques as a means of payment shall be at our discretion. In the case of bills of exchange or cheques, the payment obligation shall be deemed to have been fulfilled when the amounts are credited to us after encashment.
- 13.3 We shall be entitled to offset payments against the oldest due claim.
- 13.4 When the payment period expires without being used, the customer shall be in default without a warning. If the customer fails to pay by the due date, all our claims from our business relations with the customer shall become due for payment immediately. This right shall not be excluded through extension of the period for payment or acceptance of bills of exchange or cheques.
- 13.5 Late payment or other changes in the customer's circumstances, which endanger payment of our claims, shall entitle us:
- to withdraw from the contract at any time and stop our contractual services or demand their return by the customer
 - to immediately enforce all existing claims against the customer, irrespective of their due date, or demand collateral for the claims
 - to only furnish outstanding services in return for an advance payment, irrespective of the agreements concluded for these services
 - to demand compensation from the customer.
- 13.6 If the customer exceeds the time limit for payment, we shall be entitled to charge default interest amounting to the blank credit interest rate of the Zurich Cantonal Bank. We shall reserve the express right to enforce a claim for any other damage.
- 13.7 The customer shall only be entitled to retain payments or offset counterclaims if his counterclaims are undisputed or are final and absolute.
- 13.8 The place of performance for all payments to be made by the customer shall be our head office.

14. Applicable law and place of jurisdiction

- 14.1 Subject to different compelling legal regulations, the courts at our head office (Frauenfeld, Switzerland) shall be exclusively responsible for any kind of legal claims against us. Legal actions by us against the customer shall be taken either at our head office (Frauenfeld, Switzerland) or at the head office or domicile of the customer or another competent authority under legal regulations.
- 14.2 All legal relationships between us and the customer shall be subject solely to Swiss law to the exclusion of conflict of law provisions and the United Nations Convention on the International Sale of Goods.