

General Conditions of Sale

1. General

- 1.1 The contract is based exclusively on the following General Conditions of sale. They are also valid as appropriate if the subject of the contract is the creation of a specification.
- 1.2 The customer's Conditions of Purchase are only contractually valid if they have been completely or partly accepted in writing by Plansee Powertech AG.
- 1.3 These General Conditions of Sale are also valid for future contracts, without requiring a specific agreement for each individual case.

2. Conclusion of the Contract

- 2.1 If not expressly stated otherwise, Plansee Powertech AG is not bound by its offer. If quantities, dimensions or weights are given in the offer, these are only approximations. If the customer wants exact dimensions to be complied with, he must specify this in his order for example with drawings.
- 2.2 Plansee Powertech AG remains the owner of plans, drawings and other documentation that are given to the customer. Rights of use are not granted. They must not be made available to third parties. The customer is required to return all documents as soon as the contract negotiations fail or the documentation is no longer required for the execution of the contract.
- 2.3 Samples are only supplied against payment.
- 2.4 If the customer makes samples, plans, drawings or other documentation available, article 2.2 is valid as appropriate. The customer is liable to Plansee Powertech AG that no rights of third parties are infringed by their use. There is no requirement for Plansee Powertech AG to check this.
- 2.5 After the order from the customer, the contract only becomes valid with the written confirmation of order from Plansee Powertech AG. If there is no confirmation of order, the order is accepted directly by its execution.
- 2.6 Less or more items may be supplied than the quantity ordered by up to 10%. In all cases, the actual quantity supplied will be invoiced.
- 2.7 Changes or extensions to the contract must be made in writing. This is also valid for an agreement concerning the revocation of the written form.
- 2.8 In case of doubt, the prices offered are net prices, to which the legal VAT is added. Prices are valid ex-works. The cost of transport and packing are not included.
- 2.9 If raw-material costs increase after the conclusion of the contract, Plansee Powertech AG has the right to appropriately increase the agreed price. This is not valid if there are three months or less between the conclusion of the contract and the contractual delivery date.

3. Delivery Time

- 3.1 The delivery time begins with the dispatch of the confirmation of order if there is no express agreement to the contrary. It is automatically extended by the time that may be required for the completion of import and export formalities. It is also extended by the duration of any hindrance that is not due to Plansee Powertech AG (industrial conflict etc.) and that concerns Plansee Powertech AG or its subsidiary companies or sub-contractors, and for the duration of any withholding rights of Plansee Powertech AG.
Consequential damages for late delivery are excluded.
- 3.2 Plansee Powertech AG has withholding rights for as long as the customer is in default with an obligation in connection with this or another contract between the parties.
- 3.3 The customer can only refuse part deliveries if acceptance in good faith and taking the rightful interests of Plansee Powertech AG into account would be unreasonable.
- 3.4 If delivery is delayed at the request of the customer, payment must nevertheless be made in accordance with the contract.
- 3.5 The delivery time is complied with when the goods are dispatched on time or the customer is informed that the goods are ready for dispatch.

4. Dispatch

- 4.1 The risk is transferred to the customer with the handing over of the goods to the transport company or freight carrier, however at the latest on leaving the supply factory. The International Chamber of Commerce Incoterms are not valid.
- 4.2 If there is no appropriate agreement between the contractual parties, the route and method of transport will be determined by Plansee Powertech AG in accordance with the cheapest estimate. Insurance of the goods must be expressly requested and paid for by the customer. Plansee Powertech AG also has the right to deliver cash on delivery; any additional costs that arise must be paid for by the customer.
- 4.3 Goods that are notified as being ready for dispatch must be requested by the customer without delay. If this is not done, Plansee Powertech AG has the right to store the goods at the customer's cost.
- 4.4 The customer must notify transport damage to the transport company without delay and must make a common report on the damage together with the transport company.

5. Payment

- 5.1 The agreed price is due for payment strictly net and without discount within 10 days of the date of invoice. If invoices are not paid on time, a late-payment interest of 8% is due.
- 5.2 If there is a risk that the customer will not comply with the payment requirements, Plansee Powertech AG can require payment in advance at any time and especially after the conclusion of the contract.
- 5.3 For a supply contract with part deliveries, if the customer is in default of payment, Plansee Powertech AG can require advance payment for the remaining part deliveries.

5.4 The right to offset costs and to withhold payment is excluded.

6. Deficiencies and Damages

- 6.1 Deficiencies must be notified without delay. Deficiencies that could not be detected with a careful check of the goods on reception must be notified after their discovery without delay. The notification must be in writing and also in advance by e-mail or fax. The customer must give Plansee Powertech AG the opportunity of confirming the deficiency.
- 6.2 In case of deficiencies, Plansee Powertech AG can decide whether to repair the goods or to supply replacements.
- 6.3 In the event of damage, Plansee Powertech AG is only required to repair or replace the deficient parts; all further claims for consequential damages are excluded.
- 6.4 In all cases, the right to claim for deficiencies is limited to one year after the transfer of the goods.

7. Reservation of Ownership and Cessation of the Goods

- 7.1 Plansee Powertech AG reserves the rights of ownership in the goods supplied up to the time of fulfillment of all demands arising out of the business relationship with the customer. If this reservation of ownership is not effective according to the law of the domicile of the customer, the customer must expressly inform Plansee Powertech AG. In this case, the customer is required to offer Plansee Powertech AG an equivalent security. In lieu thereof, Plansee Powertech AG can also demand advance payment or a letter of credit.
- 7.2 The customer is authorized to resell, use or to process the goods that are affected by the reservation of ownership in the normal course of business. This authorization can be revoked at any time.
- 7.3 In the case of reselling, the customer and Plansee Powertech AG already agree that the customer cedes his claims with respect to the third party Plansee Powertech AG. The customer is authorized to receive payment from the third party. Plansee Powertech AG can revoke this authorization at any time. Plansee Powertech AG has the right to inform the third party concerning the cessation as soon as the customer does not fulfill his duty to pay on time. The customer is required to give Plansee Powertech AG information on the name and address of the third party and concerning the amount and due date of the demand. The customer must support Plansee Powertech AG to the best of his ability in the enforcement of the demand. If the resale is made together with other goods, the cessation is limited to the amount that is invoiced for the goods that are affected by the Plansee Powertech AG reservation of ownership.
- 7.4 In the case of further treatment or processing of the goods that are affected by the reservation of ownership, the parties already agree that Plansee Powertech AG will be a part owner of the new goods. The amount of the part ownership is determined by the ratio of the invoiced amount for the goods that are affected by the reservation of ownership to the value of the new goods.
- 7.5 Plansee Powertech AG must be notified without delay in case of loss, seizure, destruction or damage to the goods that are affected by the reservation of ownership. The customer cedes in advance the resulting claims against any third party, especially against the originator of the damage or against the insurance company to Plansee Powertech AG.

8. Tools

- 8.1 All tools or forms, which Plansee Powertech AG has made or purchased for the execution of the contract, remain the property of Plansee Powertech AG.

9. Continuous Supply Contracts

- 9.1 For contracts for the continuous supply of the customer, the customer must plan and request the required monthly quantities in advance and in good time. If this is not done, after giving a time extension, Plansee Powertech AG has the right to fix the monthly quantities to be supplied and to deliver accordingly.
- 9.2 If the sum of the individual requests exceeds the agreed total quantity, Plansee Powertech AG has the right to subject the supply of the additional quantity to a new price agreement.

10. Concluding Provisions

- 10.1 This contract is based on Swiss law. The application of the UN Convention on Contracts for the Sale of Goods is expressly excluded.
- 10.2 The place of jurisdiction is Lenzburg. However, Plansee Powertech AG reserves the right to claim against the customer in a court that is competent at the customer's place of domicile.