

## General conditions of sale and delivery

### 1. General

For all of the offers, deliveries and services of Galvolux, the present general conditions of payment and delivery shall apply exclusively, even without an explicit reference to those or in presence of conditions of contract of the customer that contradict or deviate from the conditions of payment and delivery of Galvolux. Any conditions of contract of the customer that diverge from the present conditions shall become binding, if they are expressly accepted in writing by Galvolux.

In addition to these general conditions of payment and delivery, the technical instructions and instructions for use concerning the individual products shall apply, as well as the national and international regulations (SIGaB, SIA, EN).

### 2. Content of the contract

Our offers are always formulated without obligation, unless an obligation is expressly confirmed in the offer. Any orders that are transmitted to us only become binding upon our written confirmation of order. The same applies to any modifications or additional agreements as well as to the services data. For the performance of the work, the content of our confirmation of order shall be decisive. The customer is obligated to check our confirmation of order immediately upon receipt. Any deviations from his order must be immediately notified in writing. In case a confirmation of order is not formalized, the preceding provisions shall automatically apply to the delivery note and respectively to the invoice.

Over delivery/under delivery tolerances up to +/-10% are possible due to technical reasons.

In the case of modifications or cancellations of orders, the customer shall bear the costs accumulated up to this moment. For reasons associated with the production, costs may occur already 24 hours before the consignment of the order for all of the products, even if the date indicated by us is clearly later.

### 3. Prizes

The applicable prizes are those stated on the confirmation of order, to which VAT and, as the case may be, Heavy Vehicle Fee (HVF), surcharges for energy, packaging and shipping will be added. In case the date of delivery stated in the confirmation of order is exceeded due to reasons attributable to the customer, the actual prizes on the day of delivery shall apply.

If they are not expressly mentioned and calculated in our offer, any help or equipment such as cranes, scaffoldings or elevators shall be provided according to the effective requirements at the expense of the customer.

### 4. Time and liabilities of delivery

We are authorized to carry out partial deliveries.

As far as within the scope of the offer and the confirmation of order terms of delivery have been stated, these shall always be deemed approximate and non-binding. The terms of delivery are normally calculated from the moment, in which all of the technical and operational details regarding the order have been clarified and the necessary drawings with the respective confirmations have been received from the customer, as well as any advance payments that may have been agreed. For installation work, amongst others the development of the preparatory measures at the concerned site is decisive, which falls under the responsibility of the customer. Any type of request for compensation due to possible delays of delivery is excluded.

Any cases of force majeure, which prejudice the capability to deliver with regard to us or to transport, in particular unforeseeable operational anomalies, unforeseeable technical difficulties, interruptions of the supply of power or of raw materials, or traffic interruptions shall relieve us of from the obligation of delivery for the duration of the event plus a reasonable period of recovery. In case of subsequent inability, complete exemption shall occur. If the hindrances named above should continue for more than 3 months, the contractual partners are authorized to withdraw from the part of the contract not yet fulfilled, under the exclusion of any right of compensation. The right of compensation in case of failure to comply with the date of delivery shall also be excluded for third parties.

We reserve the right to terminate the contract without any charges on our account, if after the stipulation of the contract justified doubts should arise regarding the trustworthiness of the customer, in particular if the customer does not pay a due debt after having determined a binding deadline, if they file for bankruptcy or if they suspend their payments.

The customer shall be in default of acceptance and therefore be liable for the compensation of damages towards us, if they do not accept or refuse the delivery in due time or if they fail to carry out any act of cooperation.

If the delivery is determined upon request, the customer is obligated to request the delivery within a reasonable period, at the latest ten working days from the communication of the availability of the ordered goods. In case the request does not take place in due time or is incomplete, we shall be authorized to place the goods in storage at the expense and risk of the customer.

If the customer should not request the goods until an additional reasonable and binding deadline determined by us – with reference to the legal consequences – the goods shall be deemed retrieved and delivered upon expiry of the deadline. At this moment, the customer shall be obligated to pay immediately.

## **5. Consignment and passing of risk and danger**

Unless otherwise agreed, delivery shall be carried out free customer's main warehouse or free jobsite, in any case without unloading. With the take-over of the goods, the risk of accidental destruction or accidental deterioration of the goods passes to the customer.

In case of an order for collection, this risk shall pass to the customer after the preparation of the goods for collection and the notification to the customer that the goods are ready for collection.

In case of deliveries including installation by us, this risk shall pass to the customer upon completion of the installation.

## **6. Packaging and transport**

The kind and modalities of the packaging are determined by us on the basis of the requirements of the production and the transport. If the customer should wish a different kind of packaging, they shall assume the responsibility for any damages that may occur during transport and storage. Any special requests that cause additional costs will be invoiced separately.

The support structures (as for example racks, pallets, boxes) for the transport of our products shall remain our property. The customer shall notify us in writing, when these support structures can be collected at the place of delivery. The decision, when and how to collect the empty transport items is then up to us.

Damaged or lost items, for which we have not been notified of their unavailability for collection in writing within two months, will automatically be invoiced to the customer at cost price.

The support structures may only be used for transport purposes, but not for storage or other purposes. We do not assume any liability for any usage or treatment, which is not appropriate for the purpose of our support structures.

## **7. Intellectual property rights**

All of the documents made available to the customer by us, as for example plans, drawings, calculations or samples may not be copied, made available to third parties or used for the execution of work without our prior consent.

## **8. Jobsites and installation**

The access to the jobsite for the transport of the material must be guaranteed. It is necessary that the material can be unloaded in the immediate vicinity of the place of installation. The installation work must be accomplishable without interruptions. Any additional costs caused by unforeseen and uncalculated interruptions of the installation, which are attributable to the jobsite itself will be charged to the customer.

## 9. Warranty

Due to the ownership of the goods and the risk of damages, the customer is obligated to check the goods immediately upon receipt. Any defects that are evident and/or noticeable at the packaging and/or the products, missing quantities or erroneous deliveries must be announced immediately and in writing within 8 (eight) days at the latest, indicating the kind of the defect, in any case before processing, installation or any other usage, otherwise any rights regarding these defects shall become null and void. The same shall apply to installation work that is carried out by us. In this case, any evident and/or noticeable defects shall be directly reported in the delivery note or the final acceptance report upon the completion of the work, indicating the kind of defect. In addition, we have in any case to be given the possibility to inspect the detected defect within a reasonable period.

For insurance reasons, damages of the packaging and/or the goods as well as missing quantities must be reported on the carrier's document by the customer at the moment of receipt of the goods and we must be notified of such events immediately and in writing.

The customer is, on his own responsibility, obligated to verify the suitability of the requested product for the use they intend to make of it, in particular considering the aspects in connection with safety and the static, dynamic and thermal demands. The customer is obligated to inform us in an adequate and complete manner in order to enable us to carry out the requested tasks correctly. The customer is responsible for making sure that the structures, in which the product will be integrated, are provided with any arrangements necessary for the proper function of our product (e.g. drainage holes for a correct ventilation of insulating glazing, adequate fastening for secure attachment and any other arrangements according to the intended use of the requested product). The customer is, on his own responsibility, obligated to verify the effective compatibility of the materials, with which our products will come in contact after their installation (e.g. sealing compounds, glues, supports, cleaning agents). The customer is, on his own responsibility, obligated to strictly observe all of the information, guidelines and indications of the supplier with regard to the supplied products, as well as in general all of the applicable official provisions and regulations. Any defects or complaints that are attributable to the noncompliance with these obligations shall be excluded from the scope of this warranty.

Due to the high level of quality achieved in the production of our float glass, the distribution of the tensions within the glass reaches a high level of homogeneity. Cracks or failures can therefore only be caused by external effects of a mechanical and/or thermal nature. Therefore, those do not fall under the scope of the warranty.

Although our products are manufactured with maximum care, it cannot be excluded that deviations attributable to the raw materials, manufacturing processes or other factors beyond our control can influence the final product. As far as these influences remain within the scope of the usual tolerances and standards of the industry, or do not cause considerable deteriorations of the value or the suitability of the goods, the product may not be considered defective and therefore the customer is not entitled to remedy or replacement under warranty.

Effects of a physical nature (e.g. double images, specks and optical tempering deformations, interferences) do not constitute a reason for rejection and are therefore not covered by the warranty.

In addition, we do not assume any liability in the following cases:

- in case of damages of the products after consignment or installation;
- in case of non-compliance with the information on the product and the warranty, the instructions for use or any other information intended for avoiding damages of the products;
- in case of unsuitable cleaning procedures, as in particular in case of cleaning with abrasive, scratching or aggressive objects or detergents;
- if after the consignment of the goods, the customer or thirds have made modifications on the goods without our prior written consent.

In addition, we do not grant any warranty for any materials supplied by the customer, who requests further processing from us.

If the quality of the goods is objected to for justified reasons, we have the right to replace the goods or to take the delivered goods back for processing or to grant a price reduction or to take back the goods and to refund the payment at our option.

Normally, in case of justified complaints and notification in due time, if it is necessary to replace the defective product, and in case the defect could not have been detected before the installation, we assume the replacement costs on the basis of the actual sum proven by the customer, but in any case up to a maximum amount of 50.00 CHF/m<sup>2</sup>. Any other replacement and reimbursement rights e.g. for cranes, scaffoldings, etc. are excluded.

Any other further claims of the customer, in particular for damages directly or indirectly due to defects - including loss of profit - are excluded as far as this is legally allowed. We do not assume any liability for damages caused by replacement, emergency, provisional glazing, touch up measures or repairs carried out by the customer or third parties without our prior written consent.

## **10. Payment**

Our invoices shall be paid – unless another payment deadline has been agreed by contract or is stated in the invoice – without deductions within 30 days from the date of their issuance. In the event of payment within 10 days from the issuance of the invoice, a discount of 2% is granted. The customer is only entitled to the discount, if the amount invoiced is fully disposable within the terms of the discount, in cash or in form of a bank transfer. An unjustified deduction of the discount will be debited subsequently.

We reserve the right to request advance payments, down payments or guarantees.

If the due date of the payment is exceeded and the customer is in default, default interests of 3% will be charged in addition to the basic interest rate of the Swiss National Bank from the first day of default, without prejudice to the assertion of further claims.

We are authorized to assign incoming payments at first to the oldest receivables, then to the interest expenses for the main performance and finally to the main performance itself.

If the customer should fall into arrears or if at the time of or after the conclusion of the contract circumstances should become known that cause doubt with regard to the solvency or trustworthiness of the customer, we have the right to request the payment of the entire outstanding debt.

## **11. Reservation of title**

We reserve the ownership of the delivered goods until all of the outstanding debts arising from the business relation have been paid.

In the event of seizure, confiscation, enactment or other interventions of third parties with regard to the goods subject to reservation of title, the customer is obligated to point out expressly that the goods are subject to reservation of title and also to inform us immediately and in writing.

## **12. Place of performance, place of jurisdictions and other arrangements**

Unless otherwise agreed, the place of performance for all of the deliveries and payments shall be our headquarters at Bioggio. The only competent court for any disputes related to this supply contract shall be at our domicile in Bioggio, unless provided otherwise by legal provisions to the contrary. We have the right also to take legal proceedings against customers at their competent court.

The law of Switzerland shall be exclusively applicable, with particular exclusion of the UN convention on contracts for the international sale of goods (CSIG - Vienna Convention on the Sale of Goods).

## **13. Amendments of the contract**

If one of the provisions of these terms and conditions is or becomes ineffective, or is excluded by an individual contractual agreement or due to another reason, the legal force of the remaining provisions shall not be affected by this. The ineffective provision shall be replaced by another provision, which is as close as possible to the legal and economic meaning of said ineffective provision.