

General Terms and Conditions of Multietch SA

1. Scope of application

The General Terms and Conditions stipulated below shall apply to all mandates and services performed by Multietch SA in compliance with the customer's instructions. The General Terms and Conditions of the customer shall only apply with the written consent of Multietch SA.

The legal relationship between Multietch SA and the customer shall be governed by the following provisions listed in order of priority:

- the specific written agreements;
- the present General Terms and Conditions;
- about consulting activities: art. 394 et seq. of the Swiss Code of Obligations;
- about contracts for work and services: art. 363 et seq. of the Swiss Code of Obligations.

2. Customer's documents and materials

The customer instructs and supplies Multietch SA with drawings, quality requirements, measurement points, materials and descriptions of processes, standards, etc. In the absence of detailed documentation, Multietch SA shall deliver work and ensure the quality as is the usual practice in the industry.

Multietch SA shall carry out a cursory examination of the material supplied by the customer. Significant differences in weight and quantity as well as obvious defects must be reported to the customer who shall decide in due course how to proceed.

3. Offers and conclusion of the contract

Price lists and oral information on prices do not constitute any offers. They are purely indicative and do not commit Multietch SA unless an agreement makes them constituent parts of the contract. Multietch SA's offers which are not limited in time are valid for 90 days.

Contracts shall be deemed to have been concluded once Multietch SA has confirmed an order in writing; once the customer has accepted Multietch SA's offer in writing; and where appropriate, once the delivered merchandise has been received, as far as the order is not rejected within a reasonable period after the delivery verification.

4. Performance of mandates

Multietch SA commits to carry out the mandates diligently and in accordance with the current state of science and technology.

Multietch SA shall inform the customer of any found material defects. Instructions for the continuation of work are given by the customer. Should the customer be liable for material defects, Multietch SA can charge the customer for extra costs caused by further instructions.

5. Delivery times

Delivery times only commit Multietch SA if they have been guaranteed in writing. The agreed delivery periods shall only begin to run once the material has been delivered and all instructions necessary for executing the work have been given. Should the instructions or some material be incomplete, the agreed deadlines are suspended. In case of defective delivery from third parties, major operational disturbances or accidents, deadlines are also suspended as soon as Multietch SA has informed the customer about these production delays and until they have been ruled out. The customer is not entitled to claim compensation for the damage caused by these events. If the failure to comply with the deadlines is due to force majeure, these are appropriately extended.

Claims for compensation regarding delays or delivery failure can in no way lead to cancellations. Moreover, Multietch SA cannot under any circumstances be subject to penalties for delays.

Work which has already been performed is in any case to be remunerated.

6. Delivery verification and rights arising from defects

Unless otherwise agreed in writing, the customer must examine the machined parts after delivery notify Multietch SA of any potential defects in writing within 30 days. If he fails to do so, the work shall be deemed to be accepted unreservedly. The customer must report potential hidden defects within 8 days following their discovery. After these deadlines, all rights in respect of defects expire.

Should any piece of work be defective at the time of the delivery, the customer must give Multietch SA the opportunity to remedy, at its own expense and within a reasonable time, the defects for which it is liable. Should the customer fail to demand reparation in a timely manner, all rights in respect of defects expire.

7. Passing of benefit and risk

Benefit and risk shall pass to the customer as soon as machined parts are ready to be returned to the customer, even if Multietch SA bears the expense of return.

8. Prices, packaging, transportation and insurance

All prices are net, and without discount, and are quoted ex works. Taxes, charges, custom duties, and other incidental costs are borne by the customer.

The unit price includes packaging (except special packaging) and containers.

Transportation is at the cost and risk of the customer. It is the responsibility of the customer to possibly take out insurance.

9. Payment conditions / Interests on arrears

Invoicing will be carried out at the time of partial or complete order deliveries, or at the time the customer is informed the parts are ready to be picked up. Multietch SA is entitled to request simultaneous cash payment when providing the customer with machined parts.

Unless otherwise agreed, payments must be made within 30 days from the date of receipt of the invoice. We reserve the right to charge interests on arrears if reminders must be issued.

10. Warranty / Liability

Multietch SA ensures that its work complies with the quality standards of the industry. Any extension of the warranty, especially regarding fitness for a particular purpose, is excluded. When machining small parts, a scrap rate of up to 5% must be taken into account. Any reprocessing or mounting performed by the customer on machined parts shall invalidate the warranty rights in respect of defects.

Multietch SA cannot bear expenses related to remanufacturing the raw parts. Multietch SA is not liable for any indirect damages such as lost profit, production shutdowns, loss of customers, etc.

11. Invalidation of a clause

Should one or more provisions of these General Terms and Conditions or any parts of the contract made with the customer be fully or partially invalid or unenforceable, all other provisions shall remain in full force and effect. The parties shall undertake to replace the void provision with a provision whose economic purpose would be as close as possible to that of the invalid one.

12. Place of performance and jurisdiction

The place of performance and jurisdiction for the parties is the seat of Multietch SA.

Multietch SA is entitled to enforce its legal claims at the debtor's domicile.

Swiss law is applicable to the exclusion of conflict rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).