

General Business Terms

1.

Scope and applicable law

These terms of contract shall apply for all services performed by the electroplater on the instructions of the customer. The legal relationship between the electroplater and the customer shall be governed with binding effect by the following standards in the priority given below:

- special written agreements
- these General Business Terms
- for consulting activities, Art. 394 ff. OR (OR = Swiss Code of Obligations)
- for contracts for work and services, Art. 363 ff. OR

2.

Documents and material of the customer

The customer shall make drawings, quality requirements, measuring points, material and work descriptions, standards etc. available to the electroplater and these shall be considered instructions. If no work-documents are available the electroplater shall supply the workmanship and quality usual in the industry. In the case that the customer demands final dimensions, the electroplater shall be given workpieces whose unfinished dimensions have been inspected. The customer shall provide the necessary gauges for tolerance finishes. Shafts, axles and the like shall be delivered inspected for radial deviation.

The electroplater shall summarily inspect the material supplied by the customer. Substantive deviations in weight and quantity and obvious defects shall be notified to the customer, who shall decide within a reasonable period of time on further action.

3.

Quotations, formation of contract

Price lists and verbal price information shall be considered as guideline indications only and shall not be binding. Offers of the electroplater which are not limited in time shall be binding for 90 days.

Contracts shall be deemed formed if the electroplater has confirmed a purchase order in writing; if the customer has accepted the offer of the electroplater in writing; or if the supplied goods are accepted, unless the purchase order is rejected within a reasonable period of time after their inspection.

4.

Execution

The electroplater undertakes to execute orders carefully in accordance with the state of the art. If material defects are found, the electroplater shall report these to the customer, who shall issue the necessary instructions for continuation of the work. The electroplater may charge to the customer the additional costs arising from the new instructions of the customer if the customer is responsible for the material defect.

5.

Delivery periods

Agreed delivery periods shall not commence until all instructions necessary to execution of the work have been issued and the materials have been delivered. In the absence of subsequent instructions or materials, agreed periods shall be suspended. The delivery periods shall also be suspended in the event of deficient deliveries of third parties, considerable interruptions to business and accidents, until these are rectified, as soon as the electroplater has notified the customer of these delays in production.

6.

Inspection, acceptance, right of improvement

The customer shall inspect the work upon delivery of the workpieces and shall notify the electroplater of any and all defects in writing within 8 days. Should he fail to do so, the work shall be deemed approved without objection. The ordering party shall give written notice of any hidden defects within 8 days of their discovery. Rights based on defects shall lapse upon expiry of the period for notification of defects.

If a work proves not to conform to contract in the receiving inspection, the electroplater shall be given opportunity to rectify, at his expense, the defects for which the electroplater is responsible.

7.

Passage of benefit and risk

The benefit and risk of the finished workpieces shall pass to the customer upon availability of the goods for return, even if return is effected at the expense of the electroplater.

8.

Prices, packing, transport and insurance

Prices are net ex works. Taxes, fees, duties or other incidental expenses shall be borne by the customer.

The packaging and packing materials will be charged separately by the electroplater unless the packaging of the customer used for delivery can also be used for return of the processed goods.

Transport shall be at the expense of the customer. Any insurance protection shall be the responsibility of the customer.

9.

Payment terms / consequences of default

Invoices will be issued upon the delivery of partial or complete purchase orders or upon notification of readiness for collection. The electroplater shall be entitled to deliver the finished goods to the customer concurrently with payment in cash.

Payments of the customer which are not made within 30 days will be subject to default interest at the usual commercial rate within the meaning of Art. 104 Para. 3 OR without any warning being required.

10.

Guarantee / liability

The electroplater shall offer a guarantee for the quality for his work that is usual in the industry. No further warranty shall exist, in particular with regard to the use of the workpieces for specific purposes. A scrap ratio of up to 5 % must be expected in the finishing of small parts. Any further processing of the workpieces by the customer shall invalidate the subsequent assertion of rights based on defects.

In the case of damaging events arising from the consulting activities of the electroplater, liability shall be governed by contract law within the meaning of Art. 398 OR.

The liability of the electroplater under contracts for work and services for damage to the product itself and for further losses shall be limited. In the case of a damaging event, liability shall be limited to the duty of improvement and reimbursement of the direct pecuniary losses. The amount of the pecuniary loss shall comprise only the reparation of direct losses if these were caused by and was the fault of the electroplater. The duty of the electroplater to pay compensation shall be limited to no more than the price of finishing the defective workpieces. The liability of the electroplater for indirect losses such as lost profit, loss of production, loss of customers etc. shall be excluded.

If the finished product is for private use, the electroplater shall be liable under the laws governing product liability.

11.

Place of performance and jurisdiction

For their legal relations the parties elect as the place of performance and of **jurisdiction the domicile of the electroplater.**