

General conditions of sale and delivery from 1st January 2018

1. Scope and applicable law

These contractual terms apply to all work carried out by our company according to the instructions of the customer. The legal relations between Coloral SA and the customer are governed by the following regulations, in the order indicated:

- specific written agreements
- these general conditions
- for consulting activities, articles 394 and following of the Swiss Code of Obligations.
- for result-based contracts for services, articles 363 and following of the Swiss Code of Obligations.

2. Documents and materials of the customer

Drawings, quality requirements, measurement points, specifications for materials and processes, standards etc. must be made available to us by the customer and shall have the value of directives. In the absence of detailed documents, we will provide the work in accordance with the usual industry standards of performance and quality. We are entitled to rely on the instructions of the customer regarding the supplied material to be processed (nature of the metal, composition, alloy etc.) and are under no obligation to carry out an inspection, unless otherwise agreed in writing and subject to reimbursement of the costs of analysis.

3. Performance

We shall fulfil orders with care and according to best industry standards. In the event of material defects, Coloral SA will notify the customer who must then provide instructions for subsequent operations. Any additional costs attributable to the customer's new directives may be invoiced providing the reported defect is attributable to the customer.

4. Delivery times

The agreed delivery times shall only begin to run when all the instructions and materials necessary to perform the work have been provided. If the instructions or materials are subsequently missing, the agreed deadlines shall be suspended. They shall likewise be suspended in the event of incorrect deliveries by third parties, serious disturbances within the company or accidents; the suspension shall become effective as from the moment Coloral SA has notified the customer in writing of the delays in question and shall continue until elimination of the causes.

5. Examination and acceptance of the delivery

The customer must examine the delivery on receipt. Coloral SA must be notified in writing of any defects within ten days. Otherwise, the delivery shall be deemed accepted.

6. Risks and transport

On leaving the factory, the goods shall be carried at the risk of the customer, unless such carriage is performed by our vehicles. Any special requirements regarding the shipping and insurance of the delivery must be notified to Coloral SA at the time of the order. All goods belonging to the customer and made available to Coloral SA for processing must be insured against fire and theft by the customer.

7. Prices and payment terms

Prices are regarded as net ex-works. Direct and indirect taxes, customs duties and other ancillary costs shall be the responsibility of the customer. The packaging, if returned carriage paid, will be credited to the invoiced price. Coloral SA reserves the right to adjust the selling prices on expiry of the bid validity period. At the beginning of each year, a re-definition of sale prices will be made based on changes in contractual salaries and the price of energy. Our payment terms are 30 days net from date of invoice. If payment from the customer is delayed, normal default interest pursuant to art. 104 paragraph 3 of the Swiss Code of Obligations shall be payable from the 31st day after the date of the invoice, without further formality or reminder.

8. Definition of the price of treatment

The parameters influencing the price of treatment are:

- the number of parts making up the batch to be treated
- the developed surface area of the parts
- the unit weight of the parts
- the potential points of contact
- the dimensional tolerances to be met

9. Minimum invoice amount

A minimum amount of CHF 120 will be charged for each order.

10. Warranties

A scrappage rate of up to 5% must be considered normal and shall not entitle the customer to compensation.

Slight differences in shades of colour are possible and cannot give rise to a claim.

Parts showing clear treatment defects will be reprocessed free of charge as soon as possible.

For damaged parts which are unusable due to processing defects and which represent a wastage rate of more than 5%, the customer will be entitled to a maximum reimbursement of twice the value of the treatments carried out on our premises, providing the value of the goods is greater. Otherwise, the actual value of the goods will be reimbursed.

The buyer cannot assert any other rights such as damages or reduction of the price. Liability for damage caused directly or indirectly is excluded.

Coloral offers no warranty as to the functionality of the processed parts.

Warranty exclusion

We disclaim all liability where goods delivered by us have been repaired or treated in any way by a third party, or where the delivered goods are used incorrectly.

11. Jurisdiction

The competent court shall be that of Neuchâtel. In the event of any dispute or proceedings, Swiss law shall be exclusively applicable.