

Scope of application: These general terms and conditions of sale shall apply to all offers made and orders received. They shall form an integral part of the order confirmations sent to customers. Derogations from said terms and conditions shall be valid only if they are confirmed in writing. The placing of an order by customers implies their unreserved acceptance of these terms and conditions

Prices: Our prices shall be quoted for goods delivered ex-our works, exclusive of packing. We reserve the right to determine our prices for each subsequent order in the light of changes in raw material prices Value added tax (VAT) is not included in the prices. Prices quoted in a currency other than the Swiss franc are calculated at the official currency buying rate of the Basler stock exchange applicable on the date on which the offer or confirmation is dispatched. Any loss resulting from a variation in the exchange rate until the date on which the transaction is definitively completed shall be borne by the purchaser. Any gain shall accrue to the benefit of the vendor.

The prices are based on the described services and goods or on the corresponding specifications, obligations or requirements at the time the order confirmation.

Unless otherwise agreed in writing, prices are net ex works, in CHF (Swiss francs), excluding packaging, transport, insurance, value added tax (VAT) and any other taxes. The prices fixed in a currency other than the Swiss francs are calculated at the official rate effective on the date of the offer or order confirmation.

Pré

rat SA reserves the right to adjust prices if the raw material prices in procurement are changed between the submission of the offer and the placement of the order. The validity is indicated in the offer.

Packaging:

Unless previously agreed otherwise between the vendor and the customer, the packaging material for the delivery is charged to the customer and becomes its property after the receipt of payment.

The containers, frames, lids, boxes, pallets and other materials that are the property of Pré

rat SA must be returned by the customer in good condition, carriage paid and no later than 30 days after receipt; otherwise they will be invoiced by Pré

rat SA.

Delivery: Dispatch shall always be effected at the risk and peril of the purchaser, even in the event of consignment free addressee's premises Contractual penalties and fines shall only be applied if they have been acknowledged in our order confirmation. For technical manufacturing reasons, we reserve the right to deliver quantities which are up to 10% higher or lower in the case of orders for up to 5000 pieces and 5 % for larger quantities.

Delivery terms: The delivery period guaranteed by Pré

rat SA in the order confirmation is extended appropriately if, despite all due care, unavoidable obstacles occur at Pré

rat SA or a third party. Such as machine defects, broken dies, missing or delayed raw material deliveries, significant operational disruptions, labor disputes, import and export difficulties or force majeure.

In no case the customer can derive a claim for damages of any kind from non-compliance with the delivery time.

Manufacturing: Unless otherwise indicated, our habitual tolerances are as follows:

Dimension	Gross		Machined
	Compression direction	other dimensions	
<30 mm	± 0.3	± 0.2	± 0.1
30 - 100 mm	± 0.3	± 0.3	± 0.15
100 > mm	±0.4	± 0.5	± 0.2

Unless there is a special written agreement, the minimum quantity per lot or per order and per product is 500 pieces. The minimum amount per product, offered or delivered, is CHF 3,000.

Tools: Tooling, assembly aid, tools and models invoiced to our customers shall not be delivered but remain reserved exclusively for the performance of their orders. Tooling charges shall be borne by the principal in all cases.

Payment: Save where otherwise stipulated, the terms of payment shall be as follows 30 days, end of month in which delivery is effected, net without discount. In the event of late payment, interest 7% shall be charged on the arrears. We also reserve the right to suspend all deliveries or else to continue them on newly defined payment terms

Guarantee: In case of justified complaints or proven defects, the goods shall be replaced free of charge at the vendor's expense. The purchaser concerned shall not be entitled to enter any other claims. The consignee shall not be authorized to adjust defective parts, or cause them to be so adjusted by third parties, at our expense without our prior agreement. We decline all responsibility in the event of manufacture of parts for which the de-signs are registered or patented.

Complaints: Complaints in respect of the weight, the number of parts or the condition of the goods shall be valid only if they are brought to the vendor's attention in writing within fifteen days of receipt of the goods. After this period has expired, we consider the deliveries and services to be accepted.

Place of performance and competent courts: The place of performance of all the rights and obligations resulting from a contract between the parties shall be the domicile of the vendor. In the event of a dispute, the parties expressly and unreservedly recognize the jurisdiction of the courts which are competent at the vendor's domicile and the jurisdiction *ratione loci* of the Courts at the place where the vendor has his domicile

Miscellaneous: All prices and illustrations shown on our offers, catalogues, printed documentation, etc., are not binding and may be modified at any time without prior notice. Our drawings, samples, price schedules, etc, may not be disclosed to third parties or used for third party manufacturing purposes without our written consent

Force majeure: In the event of force majeure, the suppliers shall be released from the obligations entered into in respect of confirmed delivery dates, and, in extreme cases, they shall be entitled to cancel orders without any form of compensation to the purchasers.

Applicable law: In all other respects, Swiss law shall be applicable. These terms and conditions of sale and delivery supersede all previous editions

Porrentruy, December 2021

PRÉTAT SA