



GENERAL TERMS AND CONDITIONS OF SALES

1. General

The type and size of delivery is determined in the order confirmation. PRECI-DIP reserves the right to make part deliveries should this become necessary, also in case, it is not foreseen in the order acknowledgement. Orders are binding only on receipt of our order confirmation. The acceptance and execution of orders can be made subject to the provision of security or payment in advance. PRECI-DIP reserves the right to set up credit limits. In case of any contradiction between our sales conditions and the customer's purchasing conditions, PRECI-DIP conditions are automatically valid and binding. Agreements deviating from what is described below require PRECI-DIP's written confirmation to be valid. These conditions apply to all present and future business transactions, even in case an individual order is given as part of an existing business relationship and these conditions are not specifically referred to. All offers are without obligation, i.e. PRECI-DIP reserves the right to decide whether or not to accept an order based on the offer.

2. Order Acknowledgements

Orders will be acknowledged upon receipt. The acknowledgement is a description of items, prices and shipping dates. The PRECI-DIP representative or the customer must read the order acknowledgement carefully. PRECI-DIP must be informed about any discrepancy within 5 working days latest from the date of the order acknowledgement by phone, fax or e-mail. Any changes to the original order acknowledgement must be agreed upon with PRECI-DIP and PRECI-DIP will confirm such changes in writing.

3. Prices

In general, prices are fixed prices EXW Delémont (Incoterms 2016), excluding transport and excluding Value Added Tax or any other similar Tax. PRECI-DIP reserves the right to charge the prices valid on the day of delivery, should the cost structure change. This applies in particular to fluctuations in exchange rates. Exceptions to this condition are valid only on the basis of written agreements. Prices are normally in SWISS FRANC (CHF) unless different currency agreed and specified.

4. Minimum Orders

SWISS FRANC (CHF) - or other currency equivalents - 250 per line item is minimum order value. Line item orders of below SWISS FRANC (CHF) - or other currency equivalents - 250 will be automatically invoiced at a total value of SWISS FRANC (CHF) - or other currency equivalents - 250 regardless of the real value of such orders. Upon written agreement with the representative or customer it is also possible to increase the quantity automatically to reach a value of at least SWISS FRANC (CHF) - or other currency equivalents - 250 per line item. Once this agreement is made in writing, the quantity will be adjusted automatically for all orders where the value per line item is below SWISS FRANC (CHF) - or other currency equivalents - 250 in order to avoid making the agreement for each individual order.

5. Cancellation or schedule changes

Standard catalogue items: schedule changes requested within thirty (30) days of date of the scheduled Product shipment are subject to a minimum of SWISS FRANC (CHF) - or other currency equivalents - 200 rescheduling fee. If an order is canceled prior to the scheduled ship date, the customer will be subject to the following cancellation charges:

- 0-30 days before shipment: a minimum of SWISS FRANC (CHF) - or other currency equivalents - 300
- 31-60 days before shipment: a minimum of SWISS FRANC (CHF) - or other currency equivalents - 200 Non-standard catalogue items, standard catalogue items made of special material or to special specifications and customer designed products cannot be cancelled or returned.

6. Payment Terms

Net 30 days. PRECI-DIP reserves the right to put the representative or customer on hold should he fail to pay within these 30 days. Moreover, PRECI-DIP reserves the right to charge an interest rate of 1% per month (12% annual rate) after 30 days.

7. Reservation of Right of Ownership

The goods delivered remain the PRECI-DIP property until full payment of all our claims is settled.

8. Delivery Periods

Delivery periods are calculated from the date of the written order confirmation. These may vary from the delivery time given in the quotation. In case of payment in advance, it is calculated from the confirmation of the arrival of the money or of any other documents of payment agreed upon. Delivery periods are approximate. Failure to observe them does not entitle the representative or customer to withdraw from the contract or to claim damages. In the event of Acts of God, the delivery period is extended by the duration of their effects.



9. Packaging, Shipment

The cost of packaging is included. Postage, shipment costs and customs charges have to be paid by the customer. Shipments will be made by the most convenient way for PRECI-DIP. PRECI-DIP will, however, accept instructions from the representative or customer of how goods shall be shipped (forwarding agent, mail etc.) if requested.

10. Claims and Errors

Claims for shortage of product, wrong prices or shipping charges or for shipment of wrong product must be presented within 5 days of the date of the invoice, respectively latest 3 days after receipt of the goods. Claims received by PRECI-DIP later than stated above cannot be accepted.

11. Freight Damage

All PRECI-DIP products are carefully boxed prior to shipment. If freight damage should occur, contact your forwarding agent or other carrier that has been used for the particular shipment. Transport insurance shall be made by the PRECI-DIP representative resp. by the customer in case of an OEM business.

12. Drawings and Documentation

PRECIDIP reserve all rights of property and copyright in all drawings and drafts for standard and customer special products. Such documentation shall be entrusted to the customer in person and may not be divulged to third parties or copied without our written authorization. The documentation shall be returned in full to PRECI-DIP if requested to do so by PRECI-DIP.

13. Confidentiality

The customer or his representative shall keep any technical, commercial and/or financial information concerning PRECI-DIP and the products strictly confidential and will not disclose such information to third parties.

14. Tools

All kinds of tools for customer special products remain our property even in such cases where the customer has paid tooling cost participation.

15. Industrial Property Rights

In so far as PRECI-DIP has to deliver products based on drafts, drawings, models or samples received from the customer (or representative) the customer (or representative) has to guarantee that the manufacture and delivery of such products does not infringe the industrial property rights of third parties. The customer (or representative) is liable for all damages arising from infringement of the rights of third parties. PRECI-DIP will in no case accept any claims resulting from such infringements.

16. Warranty of Products

PRECIDIP warrants for the quality of its products and will replace or repair defective products in case such a defect can be proved by the customer (or representative).

- a) PRECI-DIP has no obligations in case of wrong application of the product after its dispatch.
- b) The warranty is limited to defective material.
- c) PRECI-DIP shall not be liable for any further claims such as direct or indirect damage, loss, injury or other expenses incurred by the customer (or representative), other than the liability which cannot be excluded by law.
- d) PRECI-DIP warranty for its products is limited to 12 months from shipping date from PRECI-DIP, Delémont.

17. Applicable law and place of jurisdiction

All legal relations between the client and PRECI-DIP SA are governed by Swiss law, excluding the United Nations Convention on International Sales of Goods. The exclusive place of jurisdiction for all legal proceedings is Delémont, Switzerland. THESE GENERAL TERMS AND CONDITIONS OF SALE ARE AUTOMATICALLY A PART OF THE PRECI-DIP AGREEMENT WITH THE REPRESENTATIVE OR DISTRIBUTOR. IN CASE OF AN OEM BUSINESS THESE GENERAL TERMS ARE AUTOMATICALLY A PART OF THE ACCEPTANCE OF THE ORDER BY PRECI-DIP AND OF THE ORDER CONFIRMATION RECEIVED BY THE CUSTOMER. THE CONDITIONS ARE VALID ALSO IF THEY ARE NOT SPECIFICALLY SIGNED BY THE PARTNERS.

Delémont, may 5th 2022