

TDM SA

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Banca: UBS SA

CHF CH40 0024 7247 4559 8601 R

EURO CH20 0024 7247 4559 8660 G

BIC/SWIFT: UBSWCHZH80A

CHE-106.564.738 IVA

General terms and conditions of sale and delivery of TDM SA

1. General information

1.1 These general conditions of sale and delivery cancel and replace all conditions of purchase.

1.2 These general conditions apply to all our sales and deliveries of merchandise and to all our services.

1.3 By placing an order, the buyer declares bindingly that he wishes to acquire the merchandise ordered. The contract comes into being when we expressly acknowledge the order or when the order is transacted by delivery of the merchandise.

1.4 In the case of individually manufactured special components, the buyer shall assume responsibility for correctness of specifications (drawings, dimensions, etc.) made available by him. In order to avoid errors and consequential costs, these specifications are always to be communicated in writing. Special manufactured components cannot be taken back and cannot be exchanged.

2. Preliminary offers

2.1 If the technical request is insufficient, the preliminary offer shall be made subject to change in price, assortments or technical modifications.

3. Offers and preliminary offers

3.1 Unless confirmation to the contrary, the offers are valid 4 weeks.

3.2 They must not be made known to third parties without our written agreement.

3.3 Provided that nothing to the contrary has been expressly agreed, all deliveries shall be made at the prices stated in the actual pricelist, quotations, or unless something else is agreed. Priority: written agreements in a quotation are valid before all other.

4. Scope of the delivery and services

4.1 The deliveries and services to be provided or certain costs are definitively described in the offer and in the order confirmation.

5. Delivery time

5.1 The delivery times are confirmed in writing. Any request to modify a delivery time must be made in Writing and confirmed by TDM SA.

5.2 Partial deliveries can be envisaged, but they may lead to a price modification.

6. Contract conclusion

6.1 The contract is deemed concluded upon receipt of the order from the customer.

6.2 An order confirmation is sent to the customer within 7 days for verification, since it determines the scope and execution of the order.

6.3 The purchaser must raise his objections within 7 days as of the order confirmation.

6.4 In the case of an order with delivery on call, the delivery orders must be given in such a way that the last delivery can be made at the latest 12 months after the order date. This shall be defined in the offer and the order confirmation.

7. Modifications, cancellations

7.1 The requests to cancel or modify orders in progress are only taken into consideration with our written consent.

7.2 In the case of modification in the quantities, dimensions or raw materials, the customer assumes the costs of the required supplies and tools and the production costs for the blanks or finished pieces.

7.3 If the purchaser is late in accepting the object, TDM SA reserves the right to invoice the merchandise and to store it, the purchaser bearing the risks, and, at the expiry of an additional appropriate time limit for acceptance, to request the termination of the contract and to claim damages or the total amount of the order.

7.4 In the case of order cancellation, the customer assumes all the costs stemming from thus.

8. Drawings, models

8.1 If the nature of the ordered object requires a plan or a description, this must be attached to the call for an quotation and to the order.

8.2 The customer who orders an object based on drawings, models or samples, provides TDM SA with the guarantee that it owns all the rights, patent, etc.

8.3 The developments, drawings and prototypes that TDM SA executes remain its property and must not be passed on to third parties without written agreement.

9. Warranty and conformity

9.1 TDM guarantees that the merchandise is free of material and manufacturing defects. The manufacturers' warranty shall apply to merchandise not manufactured by TDM SA.

9.2 **Claims based on defects:** the buyer has the obligation to control every delivery immediately after receipt upon conformity. Claims based on defects must be made in writing to TDM within 10- working days after receipt of the delivery. In case of non conformity or defects TDM will replace the product without any charge. Passed the 10- working days period claims based on defects will be treated following the normal warranty conditions.

9.3 **Warranty and liability of TDM:** the warranty is limited to 12 months after delivery date. During this warranty period TDM will repair or replace, at the TDM factory only, without any charge, products or parts of a product that proves defective because of improper material, faulty design or poor workmanship, under normal use and maintenance. In case of repair or parts replacement the failed period will be added to the residual warranty. Defects occurring during the warranty period are to be notified to us immediately after discovery. Transport to and from TDM are at the buyer's expense and risk. If no defects can be determined or the same do not fall under the warranty, TDM can pass the costs for checking and dispatching the item to the buyer.

9.4 **Exemption of liability:** TDM shall be exempt from liability and warranty in respect to damage resulting from wear and or inadequate maintenance, disregard of operating regulations, excessive operational demand, and lack of detailed information regarding the use of the device e.g. milling and grinding strategies etc., use of any unsuitable or faulty operational material, rebuilding, repairs or assembly work not undertaken by TDM, or resulting from other reasons beyond TDM's control. The customer must ensure that the TDM SA products are used for the correct application (e.g. Torque, radial and axial load, rotation speed, power).

10. Terms and Conditions of Delivery and Dispatch

10.1 Terms of delivery are EXW CASLANO (Incoterms 2010). Depending on the Incoterms or dispatch options selected or agreed at the time of ordering, additional costs are incurred, such as customs duty, taxes, transport insurance, etc.

10.2 Any transport damage is to be reported immediately to the haulage contractor concerned.

10.3 The buyer shall take note that the export of certain products (including software and documentation) may be subject to restrictions and approval, e.g. on account of their type, intended use or ultimate destination. The buyer undertakes strictly to observe all applicable provisions regarding export controls and sanctions, in particular those of Switzerland, the European Union, the member states of the European Union, as well as the USA.

11. Right of return

11.1 The right of return shall be excluded for individually manufactured items and for items procured specially for the buyer.

11.2 The merchandise shall be returned at the buyer's expense and risk.

11.3 In the case of a legally valid exercise of the right of return, after receipt of the merchandise, we shall reimburse or credit any payments already received.

12. Price and payment conditions:

12.1 Provided that nothing to the contrary has been expressly agreed, all deliveries shall be made at the prices stated in the actual pricelist, quotations, or unless something else is agreed. Priority: written agreements in a quotation are valid before all other.

12.2 The buyer shall have to check the invoice within a reasonable period; complaints relating to the invoice will no longer be considered after the end of the period of payment.

12.3 In general: Payment of 1/3 by order and 2/3 before delivery unless something else is agreed.

12.4 In the case of delivery with an invoice, the purchase price is to be paid within 30 days of invoicing. In the event of late payment, interest of 8 percent for late payment shall be due without a prior reminder.

12.5 The payments must be made to TDM SA, without deduction of discounts, costs, taxes, customs duties, bank charges, etc.

13. Reservation of ownership:

13.1 TDM SA remains the owner of all the deliveries for as long as it has not received the full payment specified in the order contract.

14. Liability

14.1 Any liability of TDM SA for breach of contract, impossibility of performance, undue delay in delivery, warranty or any other legal reason shall be ruled out, as far as legally permissible.

14.2 On no account shall the buyer have any claims to compensation for damage which has not occurred on the item of delivery itself, such as, in particular, loss of production, loss of use, loss of orders, third-party claims, loss of profit, as well as other consequential damage and indirect damage.

15. Subsidiary right

15.1 Place of performance and legal venue: Subject to the reservation of mandatory statutory provisions, Caslano (Switzerland) shall be regarded as the place of performance and legal venue. We reserve the right in every case to take legal action against the buyer at his registered office or place of residence.

15.2 For anything that is not described in this contract, the requirements of the Swiss Code of Obligations shall be applicable.

15.3 Applicable law: This contract and all of the parties' legal relations shall be subject to Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16. Concluding provisions

16.1 Data protection: Personal data collected from the buyer shall be treated with confidentiality and due care.

16.2 Amendments: We reserve the right to adapt or amend these present General Terms and Conditions of Sale and delivery at any time if required.

16.3 Partial invalidity: The invalidity of individual provisions of these present General Terms and Conditions of Sale and delivery agreement concluded with the customer shall not affect the validity of the other provisions.

Caslano, 04.04.2016