

General Terms and Conditions of LB MetallService AG

1. Area of Application, General information

The general conditions of business and delivery of LB MetallService AG (the general terms and conditions) form an integral part of our offers, order confirmations and contracts, as well as our sales documentation (e.g. advertising brochures, product catalogues, storage and price lists as well as the online shop).

Our general terms and conditions apply exclusively to all of our sales in the steel and metals markets; the version valid at the time of the contract conclusion applies. The terms and conditions are published on our website (www.lb-metallservice.ch).

Conditions which deviate from or supplement our general terms and conditions, in particular general conditions of purchasing of the customer, only apply if and to the extent that they have been accepted by us explicitly and in writing.

2. Offers, quotes

The offers in our sales documentation (incl. our online shop) as well as our quotes are always non-binding and subject to change. They are therefore subject to alterations and the prior sale of products from the warehouse at any time. Our quotes are only binding if they have an acceptance period.

A customer order is deemed to be a binding contract offer. The acceptance of the contract offer can either be explicitly declared by LB MetallService AG (e.g. by issuing an order confirmation) or expressed by implication (e.g. by delivering the ordered item).

3. Prices

All prices are quoted net, without VAT and without packaging and transport costs.

If the production and/or procurement of the ordered products become more expensive between the moment the contract is concluded and the actual delivery date, due to conditions which have verifiably changed (in particular state/official taxes, duties, fees, customs etc.), we are permitted to indicate this increase in expenses and to pass the charge on to the customer.

4. Quantity tolerance limits

We strive to supply products at the quantity (weight) ordered by the customer. Depending on production, we reserve the right to adjust the quantities by $\pm 10\%$, with a corresponding adjustment of the price. Corresponding excess or short deliveries of up to 10% cannot be objected to by the customer unless there is an explicit agreement to the contrary. The quantity that has been effectively delivered is then invoiced.

5. Delivery periods

The delivery periods or deadlines stated or agreed by us are indicative and are not binding. LB MetallService AG does not conclude transactions for delivery at a fixed date or due date as per Art. 102, paragraph 2, Swiss Code of Obligations (OR).

We are entitled to make partial deliveries at any time and can invoice partial deliveries.

Delays in delivery due to events of force majeure or other conditions which were not caused by us and could not be foreseen by us, which make the delivery unreasonably difficult or impossible (e.g. breakdowns or production errors at the supplier site, delivery delays by the supplier site for other reasons, defect delivery by the supplier site, transport defects and damage, breakdowns at LB MetallService AG, official measures etc.) entitle us to either suitably extend the delivery period or withdraw from the contract. Any compensation claims of the customer arising from this are excluded.

6. Payment terms

Our invoices are to be paid by the customer, without the deduction of discounts, fees and customs duties, within 30 days of the invoice date, net, provided nothing else has been agreed.

If the customer does not meet the agreed payment term, he is deemed to be in default, without the need for a reminder, and has to pay default interest of 6% p.a. on any due amounts. All other rights from Art. 107 ff. Swiss Code of Obligations remain reserved.

The delivered goods remain our property until they have been paid for in full (retention of title). The customer grants LB MetallService AG the right to have the retention of title entered into a retention of title register.

The customer is not allowed to withhold due payments under any circumstances (ban on offsetting). Delivery delays do not permit the customer to suspend the payment of outstanding and due invoices.

7. Credit rating

If LB MetallService AG notices that the financial situation of the customer worsens after the conclusion of the contract (e.g. the initiation of enforcement proceedings against the customer by third parties, incl. an application to initiate bankruptcy proceedings or similar proceedings against the customer; if the customer holds negotiations with creditors to come to an out-of-court settlement or a deferment of payment; the customer files for insolvency or for the initiation of similar proceedings, etc.) or if the customer does not meet his payment obligations in full or part, we are permitted to suspend other deliveries to the customer, and only to deliver upon payment of the outstanding and due invoices, and/or to withdraw from any contract where the delivery has not yet been made. Any costs and damage we incur as a result shall be borne by the customer.

We reserve the right to demand a down-payment from the customer.

8. Place of performance, delivery and packaging

Provided nothing else has been agreed, the registered office of LB MetallService AG is deemed to be the place of performance for all ex-works sales, and for incoming deliveries the respective customs import office.

The delivery and handover are carried out at the expense and risk of the customer. We reserve the right to select the appropriate method of delivery and packaging at the customer's expense.

In any event, the benefits and risks are transferred to the customer at the moment the goods are collected from our warehouse or from the supplier site, even in the event of other delivery terms such as "carriage paid", "CIF" etc.

9. Notification of defects

Upon receipt, the customer has to check the goods immediately, and with all due care, regarding the quantity, dimensions, quality and any guaranteed characteristics (defects) and has to notify us of all defects or deviations from the order at the latest within 8 days (notification of defects).

If defects are unable to be detected despite the careful checking of the goods, the notification of defects is to be carried out as soon as the defect is detected. If the check and notification are not performed on time, our delivery is deemed to have been accepted.

All notifications of defects must be made in writing, stating the reason and time the defect was detected. The customer has to provide evidence that the product which is the subject of the complaint was actually sold by us. If it turns out retrospectively, that the product subject to the complaint was not sold by LB MetallService AG, we can demand that the customer compensate us for any costs we have incurred (especially transport, shipping, labour and material costs).

The haulier is to be notified of transport damage immediately.

10. Technical details / standards

All technical details and described characteristics of the products in our sales documentation, and in the online shop, are guidelines and do not represent guaranteed characteristics. They are subject to alterations, even with regards to the dimension programme, at any time. The guarantee of certain characteristics and the suitability of a product for a particular purpose requires a special written agreement with us. If applicable, the respective standards shall apply (e.g. ISO, EN, DIN, VSM, SIA etc.) for the characteristics of the goods, the dimension and quantity tolerance limits and similar; this also includes applicable trade terms. Special conditions of the supplier sites remain reserved.

11. Warranty and compensation

We shall repair or replace products with evident defects, once the defective product has been returned, free-of-charge, or we will refund the invoice value, at our discretion. Other defect rights are explicitly excluded.

Providing nothing else has been explicitly agreed (or is prescribed by law) the warranty period for the products we sell is 6 months from the moment the products are ready for collection or delivery.

LB MetallService AG is liable to the customer exclusively for grossly-negligent or wilfully-caused direct damage associated with the products delivered by us. All other claims for compensation for direct and indirect damage, as well as for expenses incurred by the customer as per Art. 208, paragraph II Swiss Code of Obligations are rejected in full. The liability of LB MetallService AG does not cover, in particular, any direct and indirect damage which is not due to defect products, but, for example, due to reasons which are out of our control and which we have not caused, such as improper storage, transportation, handling and/or processing, the non-compliance with instructions of the manufacturer/assembly instructions, etc.

12. Consultancy

All advice, recommendations, information etc. provided by LB MetallService AG associated with the use or suitability of products ("information") is provided without obligation. We provide no assurance or guarantee about the correctness of the information. The information also does not represent guaranteed characteristics of products. Consequently, we are not liable for damage which is incurred due to incorrect or imprecise information, unless there is evidence of gross negligence.

13. Data Privacy

LB MetallService AG transfers or exchanges customer data before the conclusion of a contract, with authorities, banks and companies which are entrusted with debt collection or credit rating reports, if this is done to check the credit worthiness of the customer, or to assert claims.

14. Applicable law and place of jurisdiction

The exclusive place of jurisdiction for the customer and the supplier is the registered office of LB MetallService AG in Baden. The contract is subject to material Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods, 11 April 1980.

Baden, October 2016

LB MetallService AG

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