

General Terms and Conditions of Sale and Delivery

Ceramaret SA Bôle, Switzerland - Edition 202504

1. General

- 1.1. The contract shall be deemed to have been entered into upon receipt of Ceramaret SA ("Supplier") written order acknowledgement. Quotations which do not stipulate an acceptance period shall not be binding.
- 1.2. These General Terms and Conditions of Sale and Delivery shall be binding if declared applicable in the quotation or in the order acknowledgement. Any conditions stipulated by the purchaser which are in contradiction to these General Terms and Conditions of Sale and Delivery shall only be valid if expressly acknowledged by the Supplier in writing.
- 1.3. All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid.

2. Duty information

- 2.1. In the case of medical applications or applications in aviation, the purchaser must inform the supplier of the intended functionality of the additionally purchased elements or parts. This information must contain, in particular, precise details on whether the additionally purchased parts are intended for the production of a medical device, an implantable element or an important device for aviation.
- 2.2. The supplier is de jure exonerated from all liability if the purchaser did not fulfill its agreed duty of information as set out under point 2.1.

3. Scope of Supplies and Services

- 3.1. The supplies and services of the Supplier are exhaustively specified in the order acknowledgement and in appendices thereto.

4. Technical Documents

- 4.1. Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided for in technical documents are only binding in so far as having been expressly stipulated as such.
- 4.2. We reserve the proprietary rights and copyrights to all drawings, drafts, CAD data and documents produced by us. These are to be treated confidentially, enjoy the protection of intellectual property in accordance with the statutory provisions and may not be made accessible to third parties, in particular competitive companies, or exploited outside of contractual agreements by the purchaser himself.

5. Prices

- 5.1. Unless otherwise agreed upon, all prices shall be deemed to be net Ex Works (EXW according to the latest version of INCOTERMS), without any deduction whatsoever. Any and all additional costs and charges – including, but not limited to, freight charges, insurance premiums, and any export, transit, import duties, tariffs, taxes and permit fees – shall be borne exclusively by the Purchaser. The Purchaser shall be solely responsible for compliance with applicable import regulations and for payment of all associated duties, taxes, or levies imposed by the authorities of the country of destination.
- 5.2. The base currency for all transactions is the Swiss Franc (CHF). For transactions quoted in foreign currencies, the quoted prices are based on the prevailing exchange rate at the time of the quotation. If a significant and sustained fluctuation occurs—defined as a deviation of more than 3% in the 90-day average exchange rate compared to the rate at the time of the quote—the Supplier reserves the right to adjust the pricing at the time of delivery. Any such adjustment will be communicated to the Purchaser in writing and supported by relevant exchange rate data. The Supplier commits to engaging in good faith discussions with the Purchaser to agree on a fair adjustment. If no mutual agreement can be reached, the Supplier may withdraw from the contract without further obligation.

6. Terms of Payment

- 6.1. Payments shall be made by the purchaser at the Supplier's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like.
- 6.2. If the purchaser delays in the agreed terms of payment, it shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the Supplier's domicile. The right to claim further damages is reserved.

7. Reservation of Title

- 7.1. The Supplier shall remain the owner of all supplies until having received the full payment in accordance with the contract.

8. Tool Costs

- 8.1. Any rights of ownership to tools or other claims arising in the course of participation in or bearing of tool costs shall cease automatically and without further notice if the purchaser fails over a period of one year to purchase products made on the tools concerned. In case of premature termination of the agreement for whatever reason we shall be entitled to charge for the cost of those tools which have not been amortized.

9. Delivery Time

- 9.1. The delivery time shall start as soon as the contract is entered into, all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled.
- 9.2. The Supplier undertakes to use its best endeavors to dispatch on a promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stated in writing.
- 9.3. Deliveries above or below 10% of the quantity ordered are allowed. The purchaser is obliged to accept and pay partial deliveries to the extent that he can use them.
- 9.4. **Frame Agreement** : If requests to call off the goods are not made within the period agreed upon, we shall be entitled to deliver and invoice the agreed amount, or to cancel the outstanding part of the agreement and/or to claim damages for failure to perform. Permission is given to the supplier to ship within +/-10% of the number of units called off, without prior notice to the purchaser. If a part shipment is delayed, cancellation shall not be permitted.
- 9.5. The purchaser shall be entitled to claim liquidated damages for delayed delivery in so far as it can be proved that the delay has been caused through the fault of the Supplier and that the purchaser has suffered a loss as a result of such delay. Damages for delayed delivery shall not exceed zero point five per cent (0.5%) for every full week's delay and shall in no case whatsoever altogether exceed five per cent (5.0%) of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay. Further claims and rights of the purchaser due to a delay in delivery cannot be asserted.

10. Packing

- 10.1. Unless otherwise specified on order acknowledgement, packing shall be charged for separately by the Supplier and shall not be returnable.

11. Warranty, Liability for Defects

- 11.1. The warranty period is 6 months. It starts when the supplies leave the works. For replaced or repaired parts the warranty period starts anew and lasts 6 months after replacement. Express warranties are only those which have been expressly specified as such in the order acknowledgment or in the specifications.
- 11.2. The Purchaser is responsible for checking the delivered goods and must notify the Supplier in writing of any possible defects resulting from an obvious fault within ten days following reception of the delivery. Failure by the Purchaser to lodge a complaint within the above-mentioned time period of ten days will mean that the services provided are deemed to have been accepted. Hidden faults must be notified in writing as soon as they are identified and during the warranty period, otherwise all warranty is excluded by the Supplier.
- 11.3. Upon written request of the purchaser, the Supplier undertakes at its choice to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the warranty period, are proved to be defective due to bad material, faulty design or poor workmanship.
- 11.4. THE SUPPLIER REPRESENTS AND WARRANTS THAT THE SUPPLIES AND SERVICES WILL MEET COMPANY'S SPECIFICATIONS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED. THE SUPPLIER SPECIFICALLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PUR-POSE. AS FAR AS PERMITTED BY LAW, THE SUPPLIER SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES AND THE PURCHASER SHALL HAVE NO OTHER REMEDIES EXCEPT AS SET FORTH HEREIN.
- 11.5. The Supplier's warranty is therefore limited to the qualities pursuant to the specifications agreed between the parties and does not include in any case whatsoever the design or the definition of the components and products, hence the Purchaser shall retain full responsibility for the approval and the utilization of the product. The choice and the validation of the type of material shall also remain the sole responsibility of the Purchaser.

12. Events of Force Majeure

- 12.1. No failure by either of the parties in the performance of its obligation shall be deemed a breach of the contract or create any liability for damages if it results from a cause beyond the control of such party including but not limited to acts of God, laws, regulations, orders, requests or other actions of government, fire, storm, flood, accidents, strikes or other labor troubles, shortage or instability, or inability to obtain raw materials, fuel, power or transportation.

13. Jurisdiction and Applicable Law

- 13.1. The place of jurisdiction for both the purchaser and the Supplier shall be Neuchâtel (Switzerland). The Supplier shall, however, be entitled to sue the purchaser at the latter's registered address.
- 13.2. The contract shall be governed by the laws of Switzerland, under exclusion of the Vienna United Nations convention on contracts for international sale of goods of April 11, 1980.