

General Business Conditions of Comelec SA

1. General

- 1.1 These general conditions shall apply to all deliveries and services between Comelec SA, on the one hand, and the customers, on the other. Conditions deviating from or in contradiction to these general conditions and any amendments or oral declarations shall be valid only if Comelec expressly recognises them in writing.
- 1.2 These general conditions shall also apply when, in a concrete case, they are not enclosed with the contract, but have been made available to the customer in some other manner.
- 1.3 Should a provision of these general conditions appear wholly or partially inapplicable, the Parties to the contract shall replace it by an arrangement as close as possible to it, but legally and economically acceptable.
- 1.4 No agreements or declarations by the Parties having legal consequences shall be valid unless in writing.
- 1.5 Comelec is certified for an ESD protection higher than 100 Volts. For all other ESD requirements, customer must have a written confirmation of Comelec for getting them.
- 1.6 Coating thickness on customer parts is measured on reference samples coated with the parts. This thickness measuring method is the reference method for controlling contractual thickness. If the customer wants another thickness measuring method, it has to be specified and agreed in written.

2. Conclusion of contract

- 2.1 Offers (in particular those appearing in price lists, leaflets or on the Internet, etc.) are made without commitment¹.
- 2.2 Unless otherwise agreed, Comelec offers shall be valid for 180 days.
- 2.3 The contract shall be deemed concluded
- 2.3.1 when the customer accepts a Comelec offer in writing.

2.3.2 when Comelec confirms a customer order in writing (confirmation of order).

2.4 Deviations from the customer order become an integral part of the contract unless the customer refuses them in writing within ten days of reception of the confirmation of order, E&OE.

2.5 All condition requested in the order, which is not included in the offer, is void, except, if it has been agreed in written in a quotation complement.

3. Extent of the services

Comelec services are exhaustively set out in the offer or the confirmation of order.

4. Prices

4.1 Unless otherwise agreed, all prices are given net ex works, before tax (e.g. VAT), in Swiss francs, without any deduction. Additional charge could be applied if Comelec SA has to provide packaging for the shipment.

4.2 Unless otherwise agreed, all the incidental expenses such as in particular transport, delivery and insurance charges as well as all certificates are the responsibility of the customer.

4.3 The customer must bear the customs and other duties in relation to the contract. It must, on presentation of proof, reimburse Comelec with these payments, if Comelec had to advance them.

4.4 In case of failure detected at reception and proved to be attributable to the customer, Comelec will charge a flat fee of one hundred Swiss francs for internal management costs of non-compliance and supplementary costs for the control and the repacking as appropriate.

5. Delivery period

5.1 The delivery period is stipulated in the offer or the confirmation of order. The period starts to run from the time Comelec receives the material and all the instructions necessary for the completion of the work from the customer.

5.2 A delay in delivery shall not give the customer the right to damages nor to any

¹ Prices are subject to change without notice until Comelec confirmation of order.

other form of payment. It is not authorised to withdraw from the contract.

6. Transfer of the risks and benefits, performance time of the contract

- 6.1 The risks and benefits pass to the customer at the latest when the worked parts are ready to be delivered, even if exceptionally their delivery takes place at Comelec's expense. Furthermore, the delivery is subject to Incoterms: Ex Works.
- 6.2 Comelec shall be deemed to have fully met its duty on the departure of the goods from the workshop and with the handing-over of the items to the carrier, shipper, etc.
- 6.3 During transportation, it is up to the customer to insure against loss and damage of any kind. (Ex Works)

7. Examination and reception of deliveries

- 7.1 The customer must examine deliveries within 10 working days from reception and inform Comelec of any defects in writing within the same time. After this time has elapsed, the goods shall be deemed defect-free and accepted.
- 7.2 Comelec may, according to its experience and insofar as that be possible, rectify any defects of which it is informed in accordance with clause 7.1. above as soon as possible.
- 7.3 In the event of any defects whatsoever, the customer shall have no rights or claims other than those appearing expressly in clauses 7 and 8.

8. Guarantee

- 8.1 The guarantee period is 24 months. It shall run from the departure of the goods from the factory.
- 8.2 Comelec gives no guarantee as to the functionality of the parts after treatment. Nor does it give any guarantee that the material coated in Parylene is adequate for and/or adapted to taking a Parylene coating.
- 8.3 For parts which, once treated by Comelec, deteriorate or become unusable, a maximum of three times the value of the treatment carried out for these parts will be refunded, provided that the value of the goods is higher than that. If that is not so, the actual value of the parts will be taken into account. Without parts value given at the order, insured parts value for transportation will be taken into account.

The guarantee is conditional upon the customer giving written notice to Comelec of the alleged defect, such notice to be received by Comelec within ten working days after the delivery.

There is no guarantee for the deterioration of the parts of a validation batch.

Comelec, in particular, does not answer for defects due to the provision of insufficient information by the customer, nor for defects which occur because of fair wear and tear, insufficient maintenance or other causes, not ascribable to Comelec.

Moreover, Comelec declines any liability for consequential damage such as loss of earnings, down time, loss of customers, etc., which is expressly excluded.

8.4 Any liability for auxiliaries within the meaning of article 101 CO is expressly excluded.

8.5 The rights of the customer in the event of any defect or liability on the part of Comelec are defined exclusively in this article 8.

9. Terms of payment and reminders

Unless otherwise agreed, Comelec invoices are to be paid net 30 days, with value-added tax included. An interest on arrears of 5% may also be claimed.

10. Jurisdiction and applicable law

10.1 Swiss law shall apply, other than the Vienna Convention on Contracts for the International Sale of Goods.

10.2 Exclusive jurisdiction for any litigation between the Parties lies with the courts of the place in which the Comelec company involved is located.

We have duly noted the General Conditions above and accept them.

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