

# General Terms and Conditions of JESA SA

- 1. General**

These general terms and conditions form an integral part of the contractual relationship between JESA SA and the client. Terms different from or additional to those set forth herein shall be recognized as valid only if they have been expressly agreed in writing.
  - 2. Agreement**
    - 2.1. The agreement and any possible amendments, secondary agreements or any other agreements shall become effective only upon written confirmation from JESA SA.
    - 2.2. As JESA SA manufactures on order only, it reserves the right to exceed the order quantity and to deliver up to 5% more.
    - 2.3. The term of the framework agreements shall be limited to a period of one year following the first delivery, unless the offer specifies otherwise.
    - 2.4. JESA SA reserves the right to deliver and invoice the quantities which have not yet been ordered after the term of the framework agreement expires.
    - 2.5. If the client wishes to extend the term of the agreement, the prices shall be subject to a new offer.
  - 3. Prices**
    - 3.1. Only those prices shall be valid which are stipulated in our written offer, in the agreement entered into between the parties or in our order confirmation.
    - 3.2. JESA SA reserves the right to adapt the prices at any time and without notice in the event of any change in market conditions or of an increase in prices, while having regard to the following:
      - All the offers shall remain valid for one month after the date of the offer unless otherwise provided in the written offer ;
      - In the event of important fluctuations in the price of the commodity, the injured party shall be authorized to adjust the prices.
  - 4. Delivery deadlines**
    - 4.1. Delivery deadlines shall be set on the basis of a careful assessment; the delivery deadlines shall be obligatory, however, solely if a fixed deadline has been expressly agreed and confirmed in writing in the order confirmation.
    - 4.2. Subject to the preceding paragraph, JESA SA undertakes to deliver to the client the agreed products on the date or shortly before the date stipulated in the order confirmation, whereas the client, for its part, undertakes to receive and pay the products at the determined time.
    - 4.3. JESA SA distinguishes between the «first delivery» and the «next deliveries» in the framework agreements. The first order must be placed upon entering into the framework agreement to make sure that the first delivery is made on the agreed date.
    - 4.4. The deadlines shall be extended by an appropriate time period if disruptive circumstances affect JESA SA without it being able to avert them. By way of example, disruptive circumstances shall include epidemics, mobilization, war, uprising, major disruptions in the operation of the company, accidents, employment disputes, late or defective delivery of commodities requiring administrative measures.
    - 4.5. No delay shall entitle the client to withdraw from the agreement.
  - 5. Packaging**

The prices of JESA SA include the packaging, unless otherwise provided in the written offer. Packaging generally is not taken back.

The packaging generally consists of cardboard boxes. Pallets, containers, crates and other multi-purpose packaging of JESA SA shall remain its property and must be immediately returned to the place of dispatch by the client or the addressee, with no cost incurred by JESA SA.
  - 6. Dispatch and transfer of benefit and risk**
    - 6.1. Dispatch and transfer of benefit and risk shall be carried out in accordance with the conditions agreed in the offer. Without any particular instructions, JESA SA shall be free to choose the method of transport which appears to it to be the most advantageous.
    - 6.2. Express mail deliveries shall be at the client's expense, providing the client has requested such a delivery.
    - 6.3. In the case of a delivery of little value (order value less than CHF 1,000.00), JESA SA reserves the right to invoice the client, in addition to the price of the goods, an administration fee in the amount of CHF 100.00 per dispatch, as well as mailing costs.
  - 7. Payments**
    - 7.1. Payments shall be due within 30 days of the date of the invoice, without any deduction unless otherwise agreed. The payment must be made in the agreed currency.
    - 7.2. Any discounts provided shall be indicated in each case in the offer.
    - 7.3. The client cannot retain a payment or set-off the amount owed against a positive balance which is not acknowledged by JESA SA.
    - 7.4. JESA SA shall be entitled to withhold delivery on outstanding invoices.
    - 7.5. If the client does not comply with the payment deadline, late interest of 10% shall accrue after the due date without notice or warning. This provision is without prejudice to JESA SA's right to request compensation for other damages in the event of default. From the second reminder, an administration fee of CHF 50.00 will be charged per reminder plus an interest charge.
  - 8. Retention of title**
    - 8.1. JESA SA shall retain ownership over all delivered goods until it receives full payment. From the time of conclusion of the agreement, the client authorizes JESA SA to arrange for entry of the retention of title in the public register and to complete all the necessary forms at the client's expense. During the period of retention of title, the client shall maintain the delivered goods in the same condition in which they are received and, at its own expense, shall procure insurance in favor of JESA SA in respect of theft, breakage, fire, water and other risks.

Goods not fully paid can be neither sold or pledged as collateral nor encumbered with third party rights in any way whatsoever. Any sale thereof falling within the scope of the client's ordinary activity is subject to the prior written consent of JESA SA. In such cases, the client shall assign its sale-price receivable to JESA SA.
    - 8.2. JESA SA reserves its copyright and ownership over quotes, projects, drawings and other documents; they may be made accessible to third parties only with its prior written consent. The drawings and other documents relating to an offer must in all circumstances be returned upon first request if the order is not placed.
  - 9. Defect warranty**
    - 9.1. The client must immediately verify the goods and notify JESA SA in writing of any defects within seven business days of receipt of the goods.
    - 9.2. Hidden defects must be reported in writing when they are discovered within the same time limit.
    - 9.3. Quality representations shall be only those representations contained in the specifications. They shall be warranted no later than the expiry of the warranty period.
  - 9.4. JESA SA is not liable for defects due to normal wear and tear, for damage which it has not caused by inadequate handling, particularly during transport or storage, or for damage resulting from the special use made of the goods which JESA SA has not authorized in writing in the concrete case.**

The warranty rights shall be forfeited if the client or a third person carries out changes or inappropriate repair work, or if the client, in the case of a defect, does not take all appropriate steps to reduce the resulting damage and does not give JESA SA the possibility of remedying the situation.
  - 9.5. Products that are partially or wholly unusable due to a component which it is proven falls within the scope of responsibility of JESA SA, and is clearly lacking guaranteed characteristics, shall be improved free of charge or delivered in new condition for free, or taken back at the invoiced price, at the discretion of JESA SA.**

The client must grant JESA SA the necessary opportunity and time to carry out, in its fair assessment, the subsequent necessary improvements or the replacement deliveries.
  - 9.6. The warranty period shall be 12 months from the start-up, but no more than 15 months from the time of dispatch. In the event the product requires subsequent improvements or a replacement delivery to be carried out by JESA SA, the warranty period shall be extended by the amount of time during which the product could not be used in accordance with the agreement.**
  - 9.7. Defective products must be kept available for JESA SA. JESA SA shall only reimburse the costs of return if it has agreed to the method of return.**
- 10. Damages/product liability**
- All rights and obligations arising under the Federal Act on Product Liability are excluded, to the extent and within the scope permitted by this law.
- Breaches of agreement and the legal consequences thereof, as well as any client or third party claims, whatever the legal grounds, shall be exclusively governed by these general terms and conditions. Shall be in particular excluded, claims for damages, for a reduction in price, for cancellation or for rescission of the agreement, which are not expressly provided for thereunder. In no case may the client or a third party request remedies for damage to anything other than the subject-matter of the delivery, such as production losses, operational losses, business losses, loss of earnings and any other direct or indirect damage. This exclusion of liability shall not apply in cases of wilful intent or serious misconduct on the part of JESA SA; it shall however apply to cases of wilful intent and serious misconduct on the part of the auxiliaries of JESA SA.
- 11. Cancellation**
- 11.1. The express prior written agreement of JESA SA shall be required to cancel an order. Complaints concerning a delivery shall not allow the client to cancel the remaining deliveries of an order. JESA SA shall be authorized to stop delivery if its assessment of the client's financial situation has deteriorated by comparison with the situation at the time the agreement was concluded. The same shall apply if the situation is different from the one described by the client.
  - 11.2. The existence of collection proceedings against the client, payment difficulties or the knowledge of any other element indicating a deterioration in the solvency of the client shall give JESA SA the authority to immediately stop delivery and to refuse the carry out ongoing agreements.
- 12. Place of performance**
- The place of performance of the services shall be at the place of the registered office of JESA SA. The place of performance of payments shall be at the place of the registered office of JESA SA, Rte du Petit-Moncor 9, 1752 Villars-sur-Glâne, Switzerland, or if otherwise agreed, in all circumstances at the place of a company of the JESA group.
- 13. Jurisdiction**
- The courts of CH-1752 Villars-sur-Glâne shall have exclusive jurisdiction. The contract partners of JESA SA expressly waive any other jurisdiction.
- 14. Applicable law**
- Swiss law shall exclusively govern this agreement, in particular the Swiss Code of Obligations (SCO).
- In international relationships, the application of the Vienna Convention (RS 0.221.211.1) shall be excluded.
- 15. Acknowledgement of the GTC**
- The client expressly acknowledges and accepts these general terms and conditions.