

General Terms and Conditions of Sale, Delivery and Performance

1 Scope and Conclusion of the Contract

These General Terms and Conditions of Sale, Delivery and Performance (hereinafter referred to as the "GTC") apply to all quotations, sales, deliveries and services provided by PMFch SA, unless otherwise expressly agreed in writing.

They apply to both business customers and consumers, subject to any mandatory statutory provisions applicable to consumers.

As a general rule, orders must be placed in writing. Orders placed orally must subsequently be confirmed in writing.

Quotations and estimates issued by PMFch SA are based on the information available at the time they are issued. Unless expressly stated otherwise, they are non-binding and are valid for 30 days.

The buyer's order constitutes an offer to enter into a contract on the basis of the quotation or estimate. The contract is concluded when PMFch SA accepts the order by issuing a written order confirmation. In exceptional cases, PMFch SA may also accept an order orally.

Information contained in brochures, catalogues, websites, configurators, drawings, illustrations or other documents of PMFch SA is provided for information purposes only and does not constitute a binding offer.

Dimensions, weights, illustrations, drawings and other technical characteristics are indicative and subject to customary manufacturing tolerances, unless they have been expressly designated as contractually binding.

2 Prices

The applicable prices are those stated in the quotation or order confirmation issued by PMFch SA.

Unless otherwise stated, prices are expressed in Swiss francs (CHF), excluding VAT, packaging, transport, shipping, customs duties and other ancillary costs.

For international deliveries, prices may also be expressed in another currency where such currency is expressly stated in the quotation or order confirmation.

PMFch SA reserves the right to adjust its prices prior to the conclusion of the contract, in particular to reflect changes in the cost of raw materials, energy, transport or exchange rates.

Once the order has been confirmed, the agreed price remains applicable, subject to subsequent modifications requested by the buyer or circumstances expressly provided for in the quotation or contract.

For small orders, PMFch SA reserves the right to charge administrative fees, provided that such fees are communicated to the buyer before the contract is concluded.

3 Payment Terms

Unless specific payment terms are stipulated in the quotation, order confirmation or a specific contractual agreement, invoices issued by PMFch SA are payable net within 30 days from the invoice date.

PMFch SA may require a deposit or advance payment, in particular for custom-made products, new customers, substantial orders or deliveries abroad. The terms stated in the quotation or order confirmation shall prevail.

In the event of late payment, default interest of 5% per annum shall be due from the payment due date without prior notice.

PMFch SA reserves the right to suspend the performance of ongoing orders where overdue invoices remain unpaid.

4 Modifications and Cancellation of Orders

Any modification to an order already confirmed by PMFch SA requires the written consent of PMFch SA.

Any additional costs resulting from a modification requested by the buyer, including administrative, engineering, procurement, manufacturing or subcontracting costs, may be invoiced separately.

Cancellation of a confirmed order requires the written consent of PMFch SA.

For custom-made products, customer-specific products and products already ordered from suppliers, PMFch SA reserves the right to invoice work already performed as well as costs and commitments already incurred.

5 Delivery Times

Delivery times stated in quotations or order confirmations are estimates unless a delivery deadline has been expressly guaranteed in writing.

The delivery period begins once PMFch SA has received all information required to perform the order and, where a deposit is required, once such deposit has been received.

PMFch SA shall not be liable for delays resulting from circumstances beyond its control. The provisions of Article 15 concerning force majeure shall apply.

In such cases, the delivery period shall be reasonably extended according to the duration and consequences of the event.

Any mandatory rights available to consumers remain reserved.

6 Delivery, Transport and Transfer of Risk

The delivery terms are those stated in the quotation or order confirmation.

For international deliveries, the Incoterm® 2020 stated in the quotation or order confirmation determines, in particular, the place of delivery, allocation of costs, transport obligations and transfer of risk.

Unless otherwise stated, the goods shall be made available EXW – PMFch SA, Marly, Switzerland (Incoterms® 2020).

Where PMFch SA arranges transport on behalf of the buyer without another delivery term having been expressly agreed, such arrangement shall not automatically alter the agreed place at which risk is transferred.

Any mandatory statutory provisions applicable to consumers remain reserved.

7 Export, Customs and Taxes

For deliveries outside Switzerland, the formalities, costs, taxes and responsibilities associated with export and import shall be determined in accordance with the Incoterm® 2020 agreed in the quotation or order confirmation.

Unless otherwise agreed in writing, customs duties, import VAT, local taxes, customs clearance fees and any other charges levied in the country of destination shall be borne by the buyer.

The buyer shall provide, in due time, all information and documents required for the shipment, export and import of the goods.

Any additional costs resulting from incorrect or incomplete information provided by the buyer may be charged to the buyer.

8 Inspection Obligation and Notification of Defects

Business customers are required to inspect the goods upon receipt and notify PMFch SA in writing of any apparent defect within 8 calendar days of receipt.

If no complaint is made within this period, the goods shall be deemed accepted, except in respect of defects that could not reasonably have been identified during the initial inspection.

The notification must clearly identify the order and the defect concerned. PMFch SA may request photographs, the delivery note, the invoice or any other information required to assess the complaint.

Hidden defects must be notified in writing within 8 calendar days of their discovery.

For consumers, mandatory statutory provisions relating to the inspection and notification of defects remain reserved.

9 Warranty

Unless specific provisions are stated in the quotation or order confirmation, PMFch SA warrants the goods against defects in materials, manufacture or workmanship for a period of 12 months from receipt by business customers. The buyer bears the burden of proving the existence of the defect.

The warranty does not cover, in particular, normal wear and tear, improper use, damage resulting from incorrect assembly carried out by the buyer or a third party, lack of maintenance, modifications made without the consent of PMFch SA, or damage resulting from external influences.

The buyer is responsible for verifying that the product is suitable for its intended use, unless PMFch SA has expressly confirmed in writing that the product is suitable for a specific purpose.

Where a defect has been notified in accordance with Article 8 and acknowledged by PMFch SA, PMFch SA shall, within a reasonable period and at its discretion, repair the product, replace the defective part or replace the product. Replaced parts shall become the property of PMFch SA. Repair or replacement shall not cause a new warranty period to commence for the product as a whole.

For business customers, repair and replacement constitute the sole warranty remedies, subject to the following paragraph. The right to rescind the contract and the right to a reduction of the purchase price are excluded. Claims for damages are governed exclusively by Article 10.

If repair or replacement proves impossible, if the defect persists after two attempts at repair or replacement, or if repair or replacement is not carried out within a reasonable additional period specified in writing by the buyer, the buyer may request a reduction in the purchase price or, where the defect renders the product unfit for the agreed purpose, rescission of the contract.

The exclusions and limitations set out in this Article shall not apply where PMFch SA has fraudulently concealed a defect.

Components supplied by third-party manufacturers may be subject to the specific warranty terms of the relevant manufacturer.

For consumers, mandatory statutory warranty periods and rights remain reserved.

10 Liability

Except in cases of wilful misconduct or gross negligence, and subject to any liability that cannot legally be excluded or limited, PMFch SA shall be liable only for direct damages resulting from a culpable breach of its contractual obligations.

Subject to the same exceptions, any liability for indirect or consequential damages, including in particular loss of production, business interruption, loss of revenue or loss of profit, is excluded.

Liability for defective products and any other mandatory statutory liability provisions remain reserved.

11 Retention of Title

The goods delivered shall remain the property of PMFch SA until all claims relating to the relevant delivery have been paid in full.

PMFch SA is entitled to have the retention of title entered in the competent register. The buyer undertakes to cooperate with all formalities required for such registration.

Where goods are delivered abroad, the buyer also undertakes, to the extent permitted by applicable law, to cooperate with any measures necessary to protect PMFch SA's ownership rights.

Until payment has been made in full, the buyer shall take all reasonably necessary measures to protect the goods against deterioration, theft, fire and other risks.

12 Return of Goods

Goods delivered in accordance with the order may only be returned with the prior consent of PMFch SA.

For standard stock items that are unused, in perfect condition and in their original packaging, PMFch SA may issue a credit note of up to a maximum of 80% of the invoiced amount.

Unless otherwise agreed, return costs shall be borne by the buyer.

Custom-made products, products configured or specifically adapted for the buyer, and non-stock products ordered specifically for the buyer may not, in principle, be returned.

Any mandatory rights of withdrawal or return applicable to consumers remain reserved.

13 Intellectual and Industrial Property

Drawings, concepts, designs, technical documents, photographs, plans, models, prototypes and other documents developed or provided by PMFch SA remain the intellectual property of PMFch SA, unless otherwise agreed in writing.

The provision of such documents to the buyer does not result in any transfer of intellectual or industrial property rights.

Reproduction, copying, disclosure to third parties, manufacture or use for purposes other than those contractually agreed requires the prior written consent of PMFch SA.

PMFch SA's rights relating to patents, trademarks, designs, models and copyrights remain reserved.

14 Product Compliance and Use

The buyer shall comply with the assembly, operating, maintenance and safety instructions supplied with the product.

Where the product is intended to be used or resold in a country other than Switzerland, the business customer is responsible for informing PMFch SA, before conclusion of the contract, of any specific requirements of the country of destination which the buyer requests PMFch SA to take into account.

Unless expressly agreed in writing by PMFch SA, compliance with specific foreign regulations shall not be presumed merely because PMFch SA agrees to deliver the product abroad.

Any mandatory statutory obligations applicable to the manufacturer or the product remain reserved.

15 Force Majeure

PMFch SA shall not be liable for any delay or failure to perform resulting from an event reasonably beyond its control.

Such events include, in particular, natural disasters, fires, epidemics, armed conflicts, sanctions or trade restrictions, strikes, significant disruptions to transport or supply chains, shortages of raw materials or energy, major breakdowns, and decisions by public authorities.

Where such an event continues and renders performance of the contract impossible or disproportionate, the parties shall seek a reasonable solution. If no solution can be found, PMFch SA may terminate the part of the contract that can no longer be performed, without liability for damages resulting directly from such non-performance.

16 Buyer's General Terms and Amendments to these GTC

Any general terms and conditions, purchasing terms or other contractual terms of the buyer shall apply only if expressly accepted in writing by PMFch SA.

The mere transmission of such terms, including with a request for quotation, an order or any other document, shall not constitute acceptance by PMFch SA.

Any deviation from these GTC requires the written consent of PMFch SA.

PMFch SA reserves the right to amend these GTC. The version applicable to an order shall be the version in force at the time the contract is concluded.

17 Applicable Law and Jurisdiction

The legal relationship between PMFch SA and the buyer shall be governed by substantive Swiss law.

In relations with business customers, the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.

In relations with business customers, the courts at the registered office of PMFch SA in the Canton of Fribourg, Switzerland, shall have exclusive jurisdiction. PMFch SA nevertheless reserves the right to bring proceedings against the buyer before the competent courts at the buyer's registered office or domicile.

For consumers, mandatory statutory provisions concerning applicable law and jurisdiction remain reserved.

18 Final Provisions, Written Form and Languages

Should any provision of these GTC be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected.

To the extent permitted by law, the parties shall replace the invalid provision with a valid provision that comes as close as possible to its economic purpose.

Where these GTC require written form, communications by electronic mail (e-mail) shall also be deemed to satisfy such written form requirement, unless mandatory statutory provisions require a particular form.

These GTC may be made available in several languages. **The French version constitutes the original and authoritative version. In the event of any discrepancy, contradiction, ambiguity, difference in interpretation or dispute concerning the different language versions, the French version shall prevail.**

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