

	DOCUMENT TERMS AND CONDITIONS OF SALE PX PRECIMET SA	COM-130-DQ-0101
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Article 1 - General provisions

These terms and conditions govern all relations between parties, respectively all contracts signed between PX Précimet SA and the customer.
In the absence of a special agreement between the parties, these terms and conditions take priority over all others. Mandatory legal clauses reserved.

Article 2 - Conclusion of the sales contract

A sales contract is deemed concluded between the parties when PX Précimet SA has confirmed the customer's order in writing (letter, fax or E-mail being deemed as in writing). No sales contract accepted in writing may be cancelled by the customer, except following written, exceptional approval by PX Précimet SA.

In the event of a modification to drawings, the new plan is sent by the customer to PX Précimet SA with the modifications highlighted and/or with a changed index number, for approval by PX Précimet SA. On this basis, PX Précimet SA reserves the right to recalculate a new offer, taking any adaptations required in terms of tooling and manufacturing costs into account.

Orders placed before these requests for modification will be processed in accordance with the plan's index, or previous definition, unless expressly approved by PX Précimet SA.

PX Précimet SA shall not conclude any sales contract for orders for amounts of less than SFr 500 for Switzerland and SFr 900 for export.

Article 3 - Price

PX Précimet SA prices are net ex works), not including any taxes, packaging, transport, insurance and customs costs, in accordance with current PX Précimet SA prices in force on the day the sales contract is concluded.

PX Précimet SA retains the right, during invoicing, to pass on any fluctuation in economic conditions to the customer (for example, fluctuation in the exchange rate (EURO/SFr – USD/SFr, etc.), variation in the purchase price of raw materials, changes to tax) arising between the conclusion of the sales contract and delivery. The customer expressly accepts this way of proceeding.

In addition, the right to rectify prices due to modified customs duties, as well as unforeseeable events, remains reserved.

Unless there is a written provision to the contrary, offers remain valid for a period of 1 month from the date they are sent.

Article 4 – Payment terms

Payments must be made no later than 30 days net of the date shown on the invoice. Any other terms of payment shall be subject to written approval.

Full payment of the invoice is required without notice. Payment is deemed to have been made when the customer has transferred the amount of the invoice to the account indicated by PX Précimet SA. Under no circumstances may the purchaser refuse payment of outstanding amounts.

Under restriction of an existing agreement duly signed in by both parties before the delivery, PX Précimet SA shall not accept any discount, reduction or deduction in invoices issued.

For all countries, payment must be made in the currency of the invoice.

PX Précimet SA reserves the right, without prior notice, to offset any debts the customer may have with other companies within PX Group SA. PX Précimet SA shall also have the right to enforce guarantees or negotiate assets in this regard. However, the latter is subject to prior notice.

Article 5 - Solvency

By placing an order with PX Précimet SA, the customer implicitly guarantees its solvency.

If there is any doubt concerning the solvency of the customer or in the event the customer's financial situation changes, PX Précimet SA reserves the right to demand certain information, prior guarantees and/or specific payment terms including payment in cash or before delivery, regardless of the terms agreed upon previously.

PX Précimet SA reserves the right to withhold its obligations if it becomes apparent, after conclusion of the sales contract, that the customer is insolvent.

Article 6 - Formal demand

Without prejudice to the application of the retention of title clause as stipulated in article 8 below, as well as to any request for damages, PX Précimet SA also reserves the option, upon expiry of a period of fifteen days following a final unsuccessful demand for payment, to declare the order cancelled, any payments already made by the customer remaining the property of PX Précimet SA in the form of a penalty.

Failure to pay within the mentioned period are grounds for, the customer to be served with a formal demand, without further notification. Therefore, as soon as the customer has been issued a formal demand, PX Précimet SA may demand interest on overdue payment. The customer shall also be liable for the cost of calls or correspondence incurred to serve the customer with a formal demand, as well as the costs of a debt collecting agency, without prejudice to additional damages.

As soon as the customer has been issued a formal demand, PX Précimet SA has the right to suspend with immediate effect any future delivery, and also has the right to suspend with immediate effect the fulfilment of sales contract(s) previously signed.

Moreover, the right to claim further damages by PX Précimet SA is reserved.

Article 7 - Retention of title

Ownership of the goods supplied by PX Précimet SA is only to be transferred to the customer after full payment. It is therefore the responsibility of the customer to ensure PX Précimet SA products are properly conserved until they receive transfer of ownership. In addition, they should use all available means to oppose any third party claim to ownership of products belonging to PX Précimet SA, by seizure in particular, and immediately inform PX Précimet SA so that PX Précimet SA may safeguard its interests. If payment is not received within the agreed period, PX Précimet SA may (after issuing a formal demand by registered letter with confirmation of receipt) take back its products without the need to resort to a specific procedure. The products shall be identified in the presence of the parties involved and unloaded by the customer, who shall bear the costs of their restitution.

The customer authorises the supplier to have their retention of title entered into public registers, on presentation of the order or order confirmation signed by the customer, which the resulting costs to be borne by the customer.

If required, the customer shall inform third parties of the existence and the content of this clause.

Article 8 - Force majeure

The following are contractually deemed as force majeure events and shall constitute causes for termination or suspension of PX Précimet SA's obligations, with the customer having no right to appeal: accidents affecting production and storage of PX Précimet SA products, total or partial interruption of supply, carrier default, embargoes, insurrections, power cuts, fire, flood, earthquakes, machine breakages, total or partial industrial action, administrative decisions, epidemics, explosions, third party intervention, war and any external event which delays, prevents or renders excessively costly the fulfilment of the obligations undertaken by PX Précimet SA. If a force majeure event under the terms of this article should occur, the client shall be notified immediately.

The contract is suspended until the event concerned has ceased, for a duration not exceeding 3 months, after which period the contract may be terminated at the request of either party, or agreed by both.

Article 9 – Delivery terms

Delivery lead times

Delivery lead times mentioned in PX Précimet SA's order confirmation are given on the basis of the situation and workload at the time, and do not constitute a formal commitment on behalf of PX Précimet SA. As a result, the customer may not use a delay as a reason to cancel the order, refuse delivery, withhold sums or claim compensation. Any modification to an order during the performance of the contract may lead to an extension of the delivery lead times.

Quantity

The parties shall consider a completed delivery of more or less 10% of the required quantity rounded up to the nearest unit as valid.

PX Précimet SA reserves the right to make partial deliveries at any time, in which case, the total price will be adapted to the quantity delivered; the price per unit does not alter.

PX Précimet SA must be notified of any dispute relating to quantities within 48 hours of receipt.

Packaging

Products are shipped to the customer in packaging designed to ensure their protection. At the customer's request, products may be subject to specific protective measures. The corresponding costs will be invoiced in addition to the price of the product. If reusable packaging is supplied by PX Précimet SA, this packaging may not be used for any purpose other than for the products in question.

If the packaging is the property of the customer, the latter must send it in good condition, within the lead times and in sufficient quantities to meet its needs.

Successive deliveries

In the event of successive deliveries, the lack, insufficiency or delay of a delivery has no effect on other deliveries, in particular on their payment. The provisions in Article 3 'Price' are binding.

Transfer of profit and risk

Profits and risks associated with the delivered merchandise are transferred to the customer when:

*PX Précimet SA premises are utilised by products ordered by the customer.

*A third party takes over responsibility for the customer's order.

Even in the event of dispatch carriage paid, PX Précimet SA products are always transported at the customer's risk, with the latter then responsible for:

*Signing off the consignment from the final carrier only after ensuring it has arrived within normal lead times, is complete and in perfect condition.

*Making a claim against the haulage company or carrier, at their own cost and within the time limits, in the event of total or partial loss of material, damage, missing items, delay or any other error.

*Taking out an insurance policy to cover the risks of total or partial loss, including the damage or destruction of the material.

In the event PX Précimet SA is faced with problems beyond their control, directly or indirectly, in the context of the manufacture and/or delivery of products, PX Précimet SA may not be held liable. In this case, PX Précimet SA shall do everything within its power to ensure delivery is made as soon as possible.

Article 10 - Procurement schedule

Any order with a fixed or on-call plan of supply shall be subject to a full delivery during the agreed period. At the end of this period, PX Précimet SA reserves the right to invoice all products ordered.

Article 11 - Document transfer on delivery

Upon receipt of goods, the customer receives a delivery note, an inspection report and a materials certificate. The corresponding invoice may be sent separately. Any other document must be requested when the order is placed.

Article 12 – Defects/Claims

Claims: The customer's claim must be formulated once the goods are received; the customer is responsible for carrying out a check upon receipt and before any use to ensure that the goods delivered correspond to the quantity, quality and reference number of the goods set out in the sales contract in all respects.

If the customer discovers that the goods delivered do not match the goods ordered, they must, in writing and within a period of 5 days, inform PX Précimet SA of the defects discovered.

No returns can be made if PX Précimet SA has not had the opportunity to verify the accuracy of the complaints which form the basis of such return. Returns of products must be accepted in writing by PX Précimet SA in advance, be accompanied by the delivery slip and invoice references, and can only be made for products which are unused and unaltered, in their original condition and in their original packing or packaging.

PX Précimet SA limits its guarantee to the quality of the material promised, the quality of the execution, its appearance and the respect of dimensions, mechanical and physical features defined in the customer's specifications. All other claims are excluded.

No administrative or one-off costs or expenses incurred as part of the management of a claim may be invoiced.

The claim shall mention exactly when the defect was observed and the way in which it was discovered, quantifying the deviations from the specifications in as much detail as possible.

Guarantee: The liability of PX Précimet SA is strictly limited to the respect of the specifications stipulated and accepted in the specification schedule, plans and tenders: The customer bears sole liability for any defects related to the choice and specifications it has indicated.

PX Précimet SA undertakes to supply the customer with replacement goods (identical or similar product) which complies in all respects with the specifications set out in the initial sales contract.

Replacement goods will be supplied within the shortest possible lead time, taking into account any actions to be carried out on the returned product, and the production workload.

In the event of any defects, the liability of PX Précimet SA is limited to the invoiced value, and the latter cannot be held liable for products already modified and/or converted by the customer.

PX Précimet SA does not create the materials it transforms. Consequently, no guarantee may be given as concerns any problems inherent to the supplier of the raw material used to manufacture the products.

In all events and in particular in the case of latent defects, the customer shall not have the right to claim for defective goods if they do not make a declaration within a maximum time period of six months from the date the goods were delivered, except for special guarantees.

Article 13 - Definition and design of the product

If the documents provided by the customer are not actual data, or if the customer has not told PX Précimet SA of important circumstances which may have an influence on the execution, the costs entailed by the necessary modifications are to be covered by the customer.

Unless otherwise agreed, the customer is the sole designer of the products. It assumes full liability as concerns the intended industrial purpose. If all or part of the product's design is subcontracted, the customer assumes full liability as concerns the intended industrial result.

PX Précimet SA shall do everything within their control to meet the customer's request. Product features are defined at the time the order is placed, based on information provided by the customer. Any change to a product which is part of an order or referenced by PX Précimet SA, must be announced in a drawing sent by the customer highlighting the plan's changed index number, accompanied with detailed information in writing on the order. On this basis, PX Précimet SA reserves the right to accept the modification, to modify the price or to refuse to process the order.

Article 14 - Tooling

If PX Précimet SA must develop tooling which is specific to the products ordered by the customer, PX Précimet SA requests that, when the order is placed, the customer contributes a fixed amount towards the cost of this tooling and undertakes, for a period of ten years, to service, maintain and store the tooling; PX Précimet SA shall, however, remain the owner of this tooling.

After this period of ten years has elapsed, if a renewal order is placed, another contribution to the tooling costs may be requested depending on whether the original tooling is obsolete.

Otherwise, if the order is not renewed within five years, PX Précimet SA cannot guarantee it will continue to store the tooling.

Article 15 - Sales documents

Information contained in PX Précimet SA catalogues, brochures and technical documents is for information only; it therefore offers no guarantee, and remains subject to change.

PX Précimet SA is bound only by its written approval of offers, proposals and sales contracts.

Article 16 - Liability

Subject to the clauses in this agreement, under no circumstances shall PX Précimet SA be held liable for damages incurred by the customer, directly or indirectly.

Article 17 - Liability in cases of sub-contracted operation

When PX Précimet SA, based on instructions received from its customer, calls on external services or works with a subcontractor assigned by the customer, the customer shall accept full liability for the direct or indirect risks associated with the operations of this subcontractor and, if applicable, the physical transfer of products by the sub-contractor.

Article 18 - Applicable law

Relations between the parties shall be governed by:

- specific agreement between the customer and PX Précimet SA in compliance with the stipulations laid down in article 2 of these terms and conditions of sale.

- these terms and conditions of sale.

- Swiss law.

Article 19 - Language

In the event of differences, problems of interpretation, between these terms and conditions of sale in French and the terms and conditions written in another language, the general terms and conditions in French take priority.

Article 20 - Jurisdiction

The parties agree to take any dispute directly or indirectly associated with their contractual relations to the ordinary courts at the PX Précimet SA head office, i.e. the La Chaux de Fonds Courts.

PX Précimet SA reserves the right to refer a case to the other legally authorised jurisdictions.

Article 21 - Other stipulations

21-1 In the event PX Précimet SA does not exercise one of these conditions at a specific time shall not be interpreted as a refusal to apply these conditions.

21-2 Should one of these conditions be declared null and void or contrary to public law, it shall be deemed unwritten and the other stipulations shall remain in force.

21-3 In the event of differences between these terms and conditions and the specific conditions stipulated in the order, it has been specifically agreed that the latter shall prevail.

21-4 These terms and conditions take priority over any customer terms and conditions.

Article 22 - Confidentiality

The parties mutually agree to a general confidentiality obligation governing all verbal or written information of any nature whatsoever and in any format whatsoever. The parties agree to take all necessary measures to ensure that this confidentiality obligation is adhered to throughout the term of the contract and after it expires, and to ensure that this obligation is adhered to by all their personnel.

This document is a translation of the current « conditions générales de ventes de PX Précimet SA ». In case of doubt or interpretation, it is expressly agreed that only the French version binds the parties. This English version is provided for informative purposes without any legal effect between the Parties