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1. Scope, general

The General Terms and Conditions of Business and Delivery of BENNINGER GUSS AG (General Terms and Conditions) form an integral part of our offers, order confirmations and contracts as well as our sales documents (e.g. advertising brochures, product catalogs, stock and price lists and the online store).

These General Terms and Conditions of Sale and Delivery shall apply exclusively to all our products and services sold; the version is valid at the time of conclusion of the contract shall be authoritative. This is published on our website (www.benningerguss.ch).

Any terms and conditions deviating from or additional to our General Terms and Conditions of Business, in particular the Buyer's general terms and conditions of purchase, shall only apply if and to the extent that they have been expressly accepted by us in writing.

In the event of any discrepancies in the different languages of our General Terms and Conditions, the wording of the German version shall prevail

2. Offers, quotations

The terms and conditions in our offers, in sales documents (incl. online store) as well as our offers are valid for a maximum of 6 months from the date of issue. However, we reserve the right to change prices and dates for comprehensible reasons and to sell products in between at any time.

The purchaser's order shall be deemed to be a binding contractual offer. BENNINGER GUSS AG can either expressly declare acceptance of the contractual offer by means of an official order confirmation or by implication (e.g. by delivering the delivery item).

3. Prices

All prices are net, without VAT and without packaging and transport costs. In addition to these conditions, our BEGU index applies, which is updated regularly and can also be viewed on our homepage. This index passes on price fluctuations of our purchase prices, which come from the volatility of the market, to our customers.

If the production and/or procurement of the ordered products becomes more expensive between the time of conclusion of the contract and the actual delivery date due to demonstrably changed circumstances (in particular with regard to state/official taxes, levies, fees, customs duties, etc.), we shall be entitled to offer this increase in price and to charge it to the Buyer.

Our sales prices are generally invoiced in CHF or EUR. Other currencies are excluded.

4. Quantity tolerances

We strive to deliver the products in the quantity (number of pieces) according to the buyer's order. However, we reserve the right to a quantity tolerance of $\pm 10\%$ for our small cast products. Corresponding excess or short

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deliveries of up to 10% cannot be objected to by the purchaser without an explicit agreement to the contrary. The quantity actually delivered shall be invoiced. This applies only to raw castings.

Finished castings and also unfinished castings from our medium and large castings will be delivered as far as possible on a piece-by-piece basis.

5. Lead time

The delivery dates or periods stated or agreed by us are indicative and subject to change. BENNINGER GUSS AG does not conclude fixed-date transactions or transactions with expiry dates within the meaning of Art. 102 Para. 2 of the Swiss Code of Obligations.

We are entitled to make partial deliveries at any time and are allowed to provide invoices for partial deliveries.

Delays in delivery due to events of force majeure or other circumstances neither foreseeable by us nor for which we are responsible which make delivery unreasonably difficult or impossible (e.g. operational disruptions or production faults at the supplying plant, delays in delivery by the supplying plant for other reasons, faulty delivery by the supplying plant, transport disruptions and damage, operational disruptions at BENNINGER GUSS AG, official measures, etc.) shall entitle us either to extend the delivery period appropriately or to withdraw from the contract. All resulting claims for damages on the part of the purchaser are excluded.

6. Payment terms

Our invoices are to be paid by the purchaser net within 30 days from the invoice date without deduction, in particular of discounts, fees and customs duties, unless otherwise agreed.

If the purchaser fails to meet the agreed payment deadline, he shall be in delay without reminder and shall pay interest on overdue amounts at a rate of 6 % p.a.. All further rights from Art. 107 ff. OR remain reserved.

In the event of repeated violation of the agreed payment deadline or default on payment obligations, BENNINGER GUSS AG reserves the right to issue an invoice for payment in advance when a new order is placed.

The goods supplied shall remain our property until payment has been received in total (retention of title). The purchaser grants BENNINGER GUSS AG the right to have the retention of title entered in the retention of title register.

As a matter of principle, we exclude the transfer of claims against the purchaser to third parties without the written consent of BENNINGER GUSS AG.

7. Credit score

If, after conclusion of the contract, a deterioration in the financial situation of the purchaser becomes apparent to BENNINGER GUSS AG (e.g. initiation of compulsory enforcement measures against the purchaser by third parties, including a petition for the initiation of bankruptcy or comparable proceedings against the purchaser; purchaser enters into negotiations with creditors concerning an out-of-court settlement or a deferral of payment;

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purchaser files a petition in bankruptcy or a petition for the initiation of comparable proceedings; etc.) or if the purchaser fails to meet its payment obligations in whole or in part, we shall be entitled to discontinue further deliveries to it only upon payment of the outstanding and due amounts. If the Buyer is in default of payment in whole or in part, we shall be entitled to suspend further deliveries to the Buyer and to deliver only concurrently against payment of the outstanding and due invoices and/or to withdraw from any contract under which delivery has not yet been made. All costs and damages incurred by us as a result shall be borne by the Buyer.

We reserve the right to demand advance payment from the buyer as a result of a negative credit report.

8. Place of fulfillment, shipping and packaging

Unless otherwise stated in the order confirmation, the delivery terms shall be EXW INCOTERMS 2020®. Delivery conditions deviating from this shall be agreed individually with the purchaser.

Shipment and handover shall be at the expense and risk of the purchaser. The choice of the appropriate mode of dispatch and packaging at the expense of the purchaser shall be at our discretion.

Compliance with the delivery date or delivery period shall be determined by the notification by BENNINGER GUSS AG that the goods are ready for dispatch or collection.

Unless otherwise agreed, goods notified as ready for dispatch must be accepted by the customer without delay. Export notifications include a period of 4 weeks for export. If the ordering party allows this period to elapse, BENNINGER GUSS AG shall be entitled to charge a fee of CHF 150 for each new declaration. In the event that the customer or his forwarding agent takes over the goods but does not export them properly, he shall be fully liable for all claims against BENNINGER GUSS AG arising therefrom.

9. Claims

The Buyer shall inspect the goods immediately upon receipt with all due care with regard to quantity, dimensions, quality and any warranted characteristics (defects) and shall notify us of any defects or deviations from the order within 8 days at the latest upon receipt (notice of defects).

If defects cannot be detected despite careful inspection of the goods, the notification of defects must be made immediately after such defects have been detected. If inspection and notification are not made in due time, our deliveries shall be taken as approved.

All notifications of defects must be made to us in writing, stating the reason and the time of detection. The buyer must provide a proof that the product complained about was actually sold by us. If it subsequently transpires that the product complained about was not sold by BENNINGER GUSS AG, we may demand reimbursement from the purchaser of the costs incurred as a result (in particular transport, travel, labour and material costs).

Transport damage must be reported immediately to the carrier.

We accept no liability for any follow-up costs which may arise in the course of further processing of goods supplied by BENNINGER GUSS AG.

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10. Product liability

BENNINGER GUSS AG is liable for delivered goods within the scope of the valid legal provisions.

11. Tools / Equipment

Insofar as the customer provides BENNINGER CASTING AG pattern equipments or production equipment (e.g. foundry patterns, templates and core boxes) (hereinafter referred to as "equipment"), these shall be sent to BENNINGER CASTING AG free of charge. BENNINGER CASTING AG shall not be liable for dimensional errors which have their cause in patterns provided by the customer.

BENNINGER GUSS AG shall accept tool orders only from the intellectual owner (end customer) of the design. Deliveries to third parties are excluded from such a tool unless we receive a written declaration of consent from the tool owner. For us, the purchaser of the tool, as well as the companies affiliated with him (group companies), are regarded as the pattern owner.

BENNINGER GUSS AG may demand that the customer retrieve his equipment at any time. If he does not comply with such a request within 3 months, BENNINGER GUSS AG shall be entitled to return them to him at his expense. The costs of maintenance and requested modifications shall be borne by the ordering party.

BENNINGER GUSS AG shall store tools and operating resources free of charge for the customer within the framework of the recurring production of castings. If a product has not been ordered for more than two years, BENNINGER CASTING AG reserves the right to request the customer in writing to collect his tools. If the customer does not comply with this request within 6 weeks, BENNINGER GUSS AG shall be entitled to destroy the tools and patterns

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12. Technical specifications / standards

All technical data and described properties of the products in our sales documents as well as in the online store are approximate values and not guaranteed properties. We reserve the right to make changes at any time, also with regard to the dimensional program. The warranty of certain properties and the suitability of a product for a certain purpose requires in any case a special written agreement with us. As far as applicable, the relevant standards (e.g. ISO, EN, DIN, VSM, SIA etc.) shall apply to the quality of the goods, dimensional and quantity tolerances and likewise. Special conditions of the supplier plants remain reserved.

13. Warranty and compensation

Products with proven defects will be repaired or the invoice value will be credited, at our discretion. Further warranty rights are expressly excluded.

Unless agreed otherwise (or provided for by mandatory law), the warranty period for the products sold by us is 24 months beginning with the date of our invoice.

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BENNINGER GUSS AG shall be liable to the purchaser exclusively for direct damage caused by gross negligence or intentionally in connection with the products supplied by us. All further claims for compensation for direct and indirect damage as well as expenses incurred by the purchaser within the meaning of Art. 208 Para. II of the Swiss Code of Obligations are completely excluded. Excluded from the liability of BENNINGER GUSS AG are, in particular, all direct and indirect damages which are not attributable to defective products but, for example, to reasons which are beyond our control and for which we are not responsible, such as improper storage, transport, handling and/or processing, disregard of manufacturer's instructions/assembly instructions, etc.

The customer shall be liable to BENNINGER GUSS AG for ensuring that its specifications, drawings and technical documents relating to its design and also all other services provided are free of third-party industrial property rights. He shall indemnify BENNINGER GUSS against all corresponding claims by third parties.

14. Consultancy

All advice, recommendations, information etc. provided by BENNINGER GUSS AG in connection with the use or suitability of products ("information") is given without obligation. We do not assume any guarantee or warranty for the correctness of information. Information does not constitute a guarantee of the properties of products. We are therefore not liable for any damage resulting from inaccurate or incorrect information, unless gross negligence can be proven.

15. Data protection

In the run-up to the signing or execution of a contract, BENNINGER GUSS AG may exchange customer data with authorities, banks, and companies entrusted with debt collection or credit information, or hand over data to them, if this is done in order to check creditworthiness or to enforce claims.

16. Applicable law and place of jurisdiction

The exclusive place of jurisdiction for the customer and the supplier is the registered office of BENNINGER GUSS in Uzwil. The contract shall be governed by Swiss substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

Should any provision of these terms and conditions or the part of a provision be or become invalid, the remaining provisions or the remaining part of the provision shall remain valid.

In the event of any discrepancies between the different language versions of these Terms and Conditions, the German version shall prevail over the other languages.

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