



Conditions générales de vente (English)
General terms and conditions of sale

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1. Article 1 – Applicability

- 1.1 These general terms and conditions of sale and delivery for POLYDEC SA (hereinafter the "supplier") apply to all sales and deliveries of components, tooling and all types of services from the supplier to its customers (hereinafter the "customer"), unless a special written agreement exists and has been approved by the parties, and provided these general terms and conditions have not been modified or supplemented by a written agreement adopted by the parties.
- 1.2 The general terms and conditions form an integral part of the offer, and govern the contractual relationship between the parties. They alone are legally binding. All other documents, such as prospectuses or catalogues, are for information only.
- 1.3 The general terms and conditions shall apply from when the supplier alludes to them in an offer or order confirmation. Unless otherwise stated, the general terms and conditions are deemed to have been accepted by the customer. The customer expressly relinquishes its right to assert its own general terms and conditions of purchase in contractual terms.

2. Article 2 – Conclusion of the contract

- 2.1 The offers made by the supplier are without obligation, their validity is specified in the document and they are exclusive of VAT. The customer is responsible for ensuring that any orders it places are exhaustive (plan, revision, references).
- 2.2 Orders shall be confirmed by the supplier; in case of modification of the customer's original order, and unless otherwise notified by the customer within 10 days of the confirmation date, the terms of the contract shall be deemed to have been accepted. Any modification to the contract following acceptance must be made in writing and agreed by the supplier.
- 2.3 In case of a discrepancy between the order confirmation, the offer and these general terms and conditions, the documents shall follow the hierarchical order below:
 - order confirmation
 - offer
 - general terms and conditions.
- 2.4 Contracts shall have a maximum term of 12 months, unless otherwise agreed.

3. Article 3 – Delivery

- 3.1 The delivery date is set in the order confirmation. The delivery times can only be observed if the customer provides all information and equipment necessary to execute the order in a timely manner. Failure to observe the confirmed delivery times does not entitle the customer to claim damages nor to terminate the contract. However, the supplier agrees to make every effort to observe the delivery times and, in case of impediment, to notify the customer accordingly without delay and provide a new delivery time.
- 3.2 Partial deliveries are authorised, with the shipping method chosen by the supplier. The supplier reserves the right to a tolerance of 10% on the delivery quantities. Unless otherwise stated, the delivery terms and conditions shall be deemed to apply EXW (ex works). Transport-related risks shall pass to the customer when the goods leave the supplier's premises.
- 3.3 The delivery time may be extended by an appropriate period:
 - In the event that the information necessary for performance of the contract has not been provided to the supplier in a timely manner, or if the customer subsequently modifies such information, resulting in a delay to delivery.
 - In the event that constraining circumstances affecting the supplier, the customer or a third party arise and cannot be overcome. Such circumstances include, but are not limited to epidemics, mobilisation,



war, riots, natural disasters, serious disruption to business, accidents, labour disputes, late or defective delivery of raw materials, rejection of important parts, administrative acts or omissions.

4. Article 4 – Invoicing

- 4.1 All deliveries are subject to an invoice. Costs for packaging, transport, taxes, export fees or customs duties may apply. All product prices are invoiced in CHF, exclusive of VAT. For deliveries within Switzerland, VAT is invoiced separately and is payable by the customer.

5. Article 5 – Payment terms

- 5.1 The customer is bound to make all payments in CHF, with no deductions. Unless otherwise stated, the payment terms are 30 days from the invoice date. The payment deadline must be observed even if shipping or receipt of the goods is delayed or prevented for reasons outside the responsibility of the supplier.
- 5.2 In the event of late payment, the supplier reserves the right to invoice late payment interest at a rate of 5%. Interest will be charged from the payment deadline until full payment has been received. The customer must pay all costs incurred as a result of late payment, specifically costs for reminders or proceedings.
- 5.3 Irrespective of the payment method used, payment shall be deemed to have been made once the supplier's account is credited with the outstanding amount.
- 5.4 In justified cases, in the event of late payment or doubts over the customer's solvency, the supplier reserves the right to request early payment or security against debts before making new deliveries.

6. Article 6 – Cancellation or reduction of the order by the customer

- 6.1 In the event that the customer cancels the order, as confirmed and for reasons outside the responsibility of the supplier, the latter shall invoice the customer for all parts already manufactured, the raw material required to manufacture the order, any study and tooling costs, and any costs for processing already undertaken.
- 6.2 In the event that the order quantity is reduced, the supplier reserves the right to increase the unit sale price.

7. Article 7 – Retention of title

- 7.1 The supplier shall retain ownership of the delivered products until payment has been received in full. In the event of non-payment for delivered products, the supplier shall be authorised to enter a retention of title in the retention of title register (office for legal proceedings) and fulfil the requisite formalities, at the customer's expense.
- 7.2 For the duration of the retention of title, the customer agrees to maintain the product in perfect condition and insure it against any risk, namely theft, breakage, fire or any other risk, at its own expense.
- 7.3 The customer agrees to take all necessary measures to safeguard the supplier's property rights.

8. Article 8 – Quality

- 8.1 The supplier shall guarantee that the delivered product is of the quality agreed with the customer. The supplier shall inspect the products in accordance with standard industry practice prior to shipping. Additional checks may only be requested in respect of a specific agreement with the customer, and at its own expense.



- 8.2 The customer is bound to inspect deliveries within 30 days of receipt of the goods, and shall notify the supplier of any defects in writing. Beyond this period, the products shall be deemed to have been accepted and may not be subject to a claim. The customer shall give the supplier the opportunity to rectify any defects noted within a reasonable time.

9. Article 9 – Guarantee and defect liability

- 9.1 Unless otherwise stated or specifically agreed, the delivered products shall be guaranteed for 12 months from the delivery date. The guarantee service covers material or manufacturing defects in cases where it can be clearly established that such defects are directly attributable to the supplier.
- 9.2 Samples shall be provided to the supplier so that the supplier can confirm the defect. If such evidence is provided in writing, and the defect is confirmed by the supplier, the latter can choose whether to repair or replace the defective products within a reasonable time.
- 9.3 The guarantee entitlement shall be annulled in cases where the product has been altered or modified following delivery, for example assembly or processing of the product by a third party. The supplier may not be held liable for defects resulting from natural wear and tear or an external accident, specifically incorrect use, maintenance or storage of the product.
- 9.4 Even if a defect covered by the guarantee is confirmed, the customer shall not be entitled to seek direct or indirect damages such as loss of income, loss of production, operating loss or any other direct or indirect damages from the supplier following delivery of the nonconforming product.

10. Article 10 – Intellectual property

- 10.1 Unless otherwise agreed in writing by the parties, the intellectual property rights covering all elements relating to the processes developed by the supplier, whether on its own behalf or for a third party, are and shall remain the exclusive property of the supplier. The supplier reserves the right to claim damages if a breach of its rights is proven.

11. Article 11 – Standard language

- 11.1 If these general terms and conditions are translated, only the French version of this document shall be binding.

12. Article 12 – Jurisdiction and applicable law

- 12.1 The place of jurisdiction is expressly established as the supplier's headquarters in Biel/Bienne in the canton of Bern, Switzerland. Swiss substantive law is applicable. The rules of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG, Vienna) are not applicable.