

# GENERAL CONDITIONS OF SALES

Mod 152 REV 07 – July 2023



## 1. Offer

STABILIT SUISSE SA (hereinafter STABILIT) has the right to revoke at any time its offer. In any case of revocation, the buyer shall have no right to be indemnified.

## 2. Conclusion of the agreement and validity of the general conditions

- 2.1. The sales agreement will be considered contracted with the order confirmation of STABILIT (i), or (ii) when the buyer begins to execute his contractual obligations.
- 2.2. Unless the general conditions of sale have not been explicitly modified in writing by the parties, the buyer accepts them without any reserve with the conclusion of the agreement. Any general conditions of the buyer are expressly rejected.
- 2.3. Should the general conditions in other languages differ, the Italian version shall prevail.
- 2.4. STABILIT may amend these general terms and conditions at any time. The change may also be made by publication on the Internet. The customer is informed of this in writing or by any other appropriate means. The current version can be viewed on the Internet ([www.stabilitsuisse.com/GCS](http://www.stabilitsuisse.com/GCS)).

## 3. Characteristics of the product

- 3.1. STABILIT has the right to apply technical modifications on the ordered product should it, at its sole discretion, deem necessary. STABILIT shall inform the buyer about any important substantial modification.
- 3.2. The buyer shall immediately inform STABILIT, but latest at the reception of the order confirmation, about any legal, governmental or technical dispositions or of any another nature, which could influence the execution of the agreement and namely, which could oblige STABILIT to modify the manufacturing, the packing or the installation of the product.

## 4. Price

- 4.1. The prices indicated in the order confirmation of STABILIT are binding. Nevertheless, STABILIT reserves itself the right to increase prices after having notified in writing the buyer, should the prices of the raw materials increase of at least 3 (three) %, and/or /should there be a fluctuation equal or superior to 3%, of the exchange rate for the prices expressed other than in Swiss Francs (CHF).
- 4.2. Unless otherwise agreed in writing, prices are understood ex-works. (goods are delivered ex-works as per applicable Incoterms 2020). Should the price of products agreed with customers include transportation fees, STABILIT reserves itself the right to modify the price in case of substantial increase of transportation costs.
- 4.3. At the customer's request, for direct invoicing in France and except in special cases, Stabilit Suisse will apply an ECO CONTRIBUTION to all the products indicated on the invoice and in the order confirmation accordance with the "AGEC" circular (Unique identification number FR344489\_04GQMT).

## 5. Payment conditions

- 5.1. The payment conditions indicated in the order confirmation are binding. Should such indication be missing, then material shall be paid in advance when ordering.
- 5.2. Should the buyer not comply with the agreed payment conditions, he shall - without any formal notice - pay overdue interests at the rate equal to the discount rate of the relevant currency increased by 2 (two) %. Furthermore, STABILIT shall be entitled to stop any further supply until full payment of the amounts due.

## 6. Set off excluded:

any form of set off by the buyer is excluded.

## 7. Delivery term

- 7.1. The agreed delivery term is the one indicated in the order confirmation of STABILIT. The delivery time indicated by STABILIT is to be considered as indicative and in any case not binding, any delays cannot give rise to any right to compensation, indemnity or cancellation of the order.
- 7.2. The delivery term confirmed by STABILIT may be postponed by STABILIT until the payment obligations are fully complied with by the buyer both in relation to the current order and to previous deliveries.

7.3. Unless otherwise agreed in writing by the parties, the delivery term is understood ex-works according to Incoterms 2020.

7.4. The delivery term shall be adequately postponed, should STABILIT be prevented from delivering because of hindrances or difficulties which cannot be reasonably foreseen or avoided, independently from the fact that they arise at STABILIT or at its suppliers, in particular in case of delays in raw materials' supply to STABILIT.

7.5. The delivery period stated in the order confirmation is not binding. The purchaser may not refuse to accept delivery of the goods within 45 days of the agreed date.

## 8. Inspection of the goods

Possible defects due to transport, shortages of material, must be immediately verified and immediately notified on the CMR by the buyer. The buyer must also notify in writing such defects to STABILIT within 2 (two) working days. In any case such notification must be given within 3 (three) months from the availability of products and before the products are installed, modified or otherwise transformed and the products shall be made available for inspection or collection by STABILIT. After such deadline products shall be deemed to have been accepted.

## 9. Warranties

- 9.1. It is the duty of the buyer to determine from time to time under its exclusive responsibility and with the means which it retains appropriate if products supplied by STABILIT are suitable for the intended use. STABILIT shall not be liable for the technical assistance which it may have given, neither if in writing nor orally. In any case STABILIT can't be held responsible for the non-suitability for the application of the products supplied under the buyer's choice. This is applicable also when the products cause damages to installations, constructions or material of third parties.
- 9.2. During the warranty period, upon written request, STABILIT shall, at its choice, either (i) eliminate the defects as soon as possible, or (ii) replace the defective product (in this case the replaced product will be of STABILIT's property), or (iii) indemnify the buyer for his damage, nevertheless the indemnity shall not be higher than the purchase price of the defective product unit. Any further claim deriving from defects is excluded, in particular are excluded additional transport costs, disassembly and assembly costs or other costs, the possibility to cancel the contract and/or to ask for a refund of direct/indirect damages.
- 9.3. STABILIT warranty does not cover damages due to normal wear and tear, insufficient maintenance, violation of expedition instructions, storage and assembling instructions, an inadequate assembling, incorrect maintenance or due to forwarding, for causes beyond STABILIT's control.
- 9.4. The buyer shall claim for warranty towards STABILIT only if it has duly complied with all his obligations and it has immediately adopted all measures necessary to reduce the damage.

## 10. Packaging

Unless otherwise agreed in writing, the STABILIT packaging standards apply.

## 11. Retention of title

- 11.1. STABILIT will maintain the right of ownership of the delivered products until all agreed payments have been settled according to the terms of the agreement and/or of the order confirmation.
- 11.2. During the retention of title, the buyer shall, at his own expenses, provide for the maintenance and the insurance of the products. Besides the buyer shall take any action necessary to maintain and protect STABILIT's property right.

## 12. Applicable law and jurisdiction

All legal relationships of the purchaser with STABILIT are subject exclusively to Swiss law. The application of the Vienna Convention of 11 April 1980 is excluded. The exclusive place of jurisdiction for all legal and enforcement proceedings is: Stabio. STABILIT reserves the right to take legal action against the purchaser also at the competent court of its registered office/residence or at another competent court.