

Scope of application

The present GTPs apply to all contracts and all orders placed between Usines Métallurgiques de Vallorbe SA, hereinafter referred to as UMV, on the one hand, and its suppliers, referred to as "the supplier" on the second hand.

By accepting the order, the supplier expressly recognises and accepts these GTPs. Any of the supplier's conditions which differ from these conditions shall only be binding on UMV if they are the subject of a written agreement.

1. Orders – Confirmation of orders

The orders are only valid if they drawn up or confirmed **in writing** by UMV.

The orders can only be transferred to third parties if written consent is given by UMV.

The orders must be confirmed **in writing** (email or fax) within **2 working days**, and this must include the confirmation of the delivery times.

2. Prices

The agreed prices are fixed and valid until the entire order has been executed. They include all incidental costs, such as costs of packaging, transportation, etc., in accordance with Incoterms 2010, **DDP Vallorbe**.

3. Delivery date and consequences of late performance

The confirmed delivery date must be strictly met by the supplier.

If the supplier expects that the delivery cannot be completed within the agreed lead times, it shall inform UMV immediately, giving its reasons, and the probable duration of the delay.

Should the supplier fail to deliver, UMV is deemed to have waived the delivery outright, unless express notification to the contrary is given by UMV immediately after the lead time has expired.

The latter reserves the right to claim damages and interest.

4. Packing & packaging

The supplier vouches for the conformity of the packaging. The supplier is responsible for the cost of any damage which occurs during transport.

5. Shipping & delivery

The supplier assumes all risks during delivery, in accordance with Incoterms 2010, **DDP Vallorbe**.

The supplier must deliver to the place of delivery stated in the order.

Goods shall be unloaded by the loading bay manager at UMV.

Partial or early deliveries, and those containing more or less than the ordered quantities, are only permitted if written agreement is given by UMV. A tolerance of 2% above or below the ordered quantity is accepted provided that the supplier advises UMV before the delivery.

6. Receipt – Acceptance

Each delivery must be accompanied by a delivery note containing the UMV references (item number, contact person) and order numbers. The notes, shipping notice and other accompanying papers must always bear the relevant order number and the UMV references (item number, contact person). If this condition is not met, UMV reserves the right to refuse acceptance of the shipment and to store it at the cost and risk of the supplier until the latter has supplied the elements necessary for receipt.

Goods are inspected at the earliest possible opportunity, on receipt, or, if necessary, upon use. There is no time limit for submitting a claim. Even if payment had been made, this does not constitute a waiver of any potential claims.

In the event of hidden defects, the supplier will be notified of these as soon as they are discovered, and UMV reserves the right to return defective goods to it at any time. Non-conforming goods are returned at the expense of the supplier who, following the instructions issued by UMV, will replace them or provide a credit note.

7. Invoices and payments

Invoices must be sent separately to UMV by post or by e-mail (provided that the electronic document is an exact copy of the original). Invoices must always bear the relevant order number and the UMV references (item number, contact person). Failure to do so may result in deferment of the payment date by UMV until these references have been obtained, at the earliest 15 days after the stipulated due date.

Unless indicated otherwise, the UMV terms of payment are as follows: 10 days end of the month with deduction of a 2% discount or 60 days net end of the month following receipt of the invoice, but at the earliest from acceptance of the delivery.

8. Guarantee

The supplier guarantees that the delivered goods are free from any defects which would decrease their value or adversely affect their fitness for purpose, that they have the promised characteristics, that they meet the intended specifications and services, and comply with the obligations required by the law, the provisions on accident prevention, protection of the environment, general safety and other regulations in force. The item delivered must also meet public law requirements (ASE, ASCP and CNA for example) that are in force at the place of destination.

The supplier undertakes to remedy any defects observed without charge or to replace the goods. In case of emergency, or if the supplier fails to fulfil its obligations, UMV reserves the right to repair the defects or replace the defective goods at the supplier's expense. Transportation costs and any travel costs relating to guarantee work are borne by the supplier. For minor aesthetic flaws, UMV reserves the right to use the defective goods and claim compensation from the supplier.

Any warranty claim for material defects must be made within 12 months of the date the item was first used, or 24 months from the date of reception of the item, at the latest. The supplier also issues a 12-month guarantee for exchanges and repair work from the receipt of the item.

The supplier guarantees the services of its subcontractors as well as its own.

Limitations of liability or warranty disclaimers, in any form whatsoever, are not recognised.

9. Guarantee in the event of eviction

The supplier is responsible for the rights (patents, trademarks, models, etc.) that third parties may assert over the deliveries and their use. The supplier indemnifies UMV against any risk of loss of ownership.

10. Force majeure

The contracting parties are not liable for the failure to meet their contractual obligations in case of force majeure. "Force majeure" are external, unforeseeable and exceptional events, which are overwhelmingly violent in nature (such as war, terrorist acts, riots, fire, natural catastrophe, strike or accident) which occur after the contract is concluded.

The contracting party which is subject to a force majeure must notify the other party at the earliest possible opportunity of the events that have occurred and their probable duration, otherwise this clause cannot be cited.

If so demanded by UMV, the supplier will provide duly legalised confirmation of force majeure being invoked.

11. Intellectual property rights

All the plans, drawings, sketches, technical documents and all other information relating to the products, which have been provided by one party to the other, as part of the commercial relations between the parties, remain the property of the party which provided them.

The plans, drawings, sketches, technical documents and all other information received by one party shall not be used for purposes other than those for which they have been provided, unless agreed by the other party.

Each party remains the holder of the corresponding intellectual property rights. Without the consent of the party providing them, they cannot be used for any other purposes, or copied, reproduced, transmitted or communicated to a third party.

Any reproduction of products is formally prohibited, unless express written authorisation given by the other party.

12. Governing law and jurisdiction

These GTPs are exclusively subject to **Swiss law** both in terms of their interpretation and their execution.

The only courts with jurisdiction over a dispute of any kind or a difference relating to the formation or execution of the order are those governing the headquarters of UMV, namely **Vallorbe, Switzerland**. The supplier expressly renounces any other jurisdiction, specifically the jurisdiction governing its own registered address.