

GENERAL TERMS AND CONDITIONS OF SALES

1. Scope

These General Terms and Conditions apply to all contracts between Signer Titanium AG ("Signer Titanium") and its customers. Any differing conditions of the customer do not apply unless they have been explicitly accepted by Signer Titanium in a duly signed written agreement.

2. Offers and orders

Offers from Signer Titanium which do not contain a validity period are not binding. Offers are subject to final confirmation of the order by the manufacturer and prior sale of the goods. If the market situation on which prices are based should change (exchange rates, alloy surcharges, custom duties, freight costs, price increases ordered by government, currency measures, replacement costs), Signer Titanium is entitled to adapt prices and conditions to the changed circumstances. A contract is only concluded with a written order confirmation from Signer Titanium. An implicit acceptance of an order is excluded.

3. Specifications

Changes to specifications can no longer be made after the written order confirmation. The acceptance of specifications by Signer Titanium is subject to the acceptance of those specifications by the manufacturer from which Signer Titanium is acquiring the goods.

4. Delivery dates

Delivery dates set by Signer Titanium are not fixed dates, but only estimated dates. Delivery dates are extended if obstacles arise that are beyond the control of Signer Titanium. The customer may only assert claims against Signer Titanium for late delivery or failure to deliver if he can prove deliberate intent or gross negligence on the part of Signer Titanium. If the customer requires test or acceptance certificates, he must inform Signer Titanium of this at the time of the order at the latest.

5. Shipping

Unless otherwise agreed, the regulations of INCOTERMS 2020 apply. Unless otherwise agreed by the customer, the goods shall be shipped by an appropriate route in standard packaging.

6. Prices and terms of payment

Invoices from Signer Titanium are to be paid in the invoicing currency within 30 days of the date of the invoice, unless otherwise agreed. The information obtained by Signer Titanium from the manufacturer or the warehouse on the weight and scope of the delivery are definite for the invoicing by Signer Titanium. The quantity tolerances of the manufacturer also apply for the shipments of Signer Titanium. In the event of late payment, reminder fees and expenses for administrative costs will be charged.

7. Reservation of title

The goods supplied remain the property of Signer Titanium until full payment has been made. The customer is obliged to participate in measures that are necessary to protect the property of Signer Titanium. He will also take all measures to ensure that the property rights of Signer Titanium are neither impaired nor canceled.

8. Warranty

Complaints from the customer about deliveries of goods must be made to Signer Titanium in writing, detailing the quantity and type, within ten days after receipt of goods or (in the case of a hidden defect) since the defect's discovery. The customer must ensure lot traceability. Complaints can only be checked if the customer indicates the lot number listed on the Signer Titanium delivery note. The melt number is not sufficient for lot traceability. The customer shall immediately provide Signer Titanium with suitable samples of goods for the examination of complaints. Six months after the receipt of goods, all claims for defects shall expire; only in cases of Article 199 OR (Obligationenrecht, Swiss Code of Obligations) will the warranty expire two years after the receipt of goods.

The purchaser must give Signer Titanium the opportunity to view the goods subject to complaint in their delivered condition. If the purchaser does not meet this obligation or if the complaint of defects is made too late, the delivery is considered approved. In the event of a justified complaint of defects, Signer Titanium can choose whether to take the unprocessed goods back and deliver replacements or to settle the reduction in value with a cash payment. Further claims against Signer Titanium, such as for example for cancellation of the contract, for damages, lost profit, default interest and fines, are excluded.

9. Force majeure or extraordinary events

Extraordinary events that make performance of the contract considerably more difficult or unreasonable for Signer Titanium (such as for example official prohibitions, lack of raw materials, interruption of business, strikes, war, pandemics) and were not foreseeable at the time of concluding the contract, entitle Signer Titanium to choose either to postpone the delivery times stated or omit the delivery entirely or in part, without this resulting in any rights for compensation or other claims by the customer against Signer Titanium.

10. Export control

When exporting the delivered goods, all Swiss and foreign legal provisions and regulations regarding export control (in particular US Export Administration Regulation EAR for US products) must be complied with. The customer undertakes to comply with such provisions and regulations. Among others, delivery is not permitted to the following countries: Cuba, Iran, North Korea, Sudan and Syria. The customer acknowledges that these can change and is applicable to the contract in the currently valid wording.

11. Electronic communication

Unless otherwise agreed in writing, Signer Titanium assumes that the customer agrees to electronic communication via e-mail. All e-mails that Signer Titanium sends to customers are deemed to have been delivered to the customer. Signer Titanium may assume that all messages that it receives from the customer are also written by the customer. Signer Titanium is not under any obligation to identify the sender further. E-mails are only taken note of and processed during normal business hours. When using electronic communication, the customer accepts the following risks in particular: Unauthorized third parties may become aware of the transmitted content, the identity of the sender (e-mail address) may be simulated or manipulated by unauthorized third parties, the content of messages may be changed by third parties, messages may contain viruses or malware, messages may be delayed or not reach the recipient at all for technical reasons or due to interference by third parties.

12. Privacy policy

The protection of your personal data and its collection, processing and use in compliance with legislation is a very important matter for Signer Titanium and is based on statutory provisions. Further information on data protection can be found on our website www.signer-titanium.com.

13. Place of jurisdiction and applicable law

The parties determine the courts of general jurisdiction at the headquarters of Signer Titanium to be the sole place of jurisdiction for all disputes between Signer Titanium and its customers. However, Signer Titanium is entitled to sue the customer at any other legal place of jurisdiction. Substantive Swiss law applies exclusively to contracts concluded with Signer Titanium, with the exclusion of private international law, in particular the United Nations Convention on the International Sale of Goods (CISG).