

## 1. Scope

These General Terms and Conditions of Sale apply to all sales through HARTMANN MATERIALS AG ("Hartmann") to the customer. Any differing conditions of the customer do not apply unless they have been explicitly accepted by Hartmann in writing.

## 2. Offers and orders

Our prices and surcharges are fundamentally nonbinding. Our offers apply only for prompt decisions and are subject to the acceptance by the works. If the market situation on which prices are based should change (price increases for alloys added, customs, freight or official price increases, exchange or currency changes such as for example resetting of exchange rates and similar), Hartmann is entitled to adapt prices and conditions to the changed circumstances. For goods ex warehouse or ex works depot they are nonbinding. Sales and all other legal transactions in which our agents or employees are involved are only binding for Hartmann if Hartmann has confirmed them in writing. Customer orders ex manufacturing works are only binding for Hartmann after the confirmation of acceptance in writing by Hartmann.

## 3. Specifications

After the expiry of the set periods in the offers made by Hartmann, specifications by the customer regarding the individual parts can no longer be made. Hartmann will also only accept specifications with the reservation that they must also be accepted by the manufacturing works from which Hartmann is acquiring the goods.

## 4. Payment

Invoices from Hartmann are to be paid in the invoicing currency within 30 days after receipt. Afterwards, default interest of at least 6% per annum is payable, unless a higher level of default interest has been agreed. The valid date of delivery, irrespective of the arrival at the purchaser's, shall be the day of transfer of goods at the station of dispatch or at the carrier's.

We reserve the right to make payment experiences available to an information portal. In the event of arrears, reminder fees and costs for other activities are charged.

The goods supplied remain the property of Hartmann until full payment has been made.

## 5. Delivery

Delivery dates set by the customer or stated by Hartmann are not fixed dates. Delivery periods may be extended if obstacles arise that are beyond the influence of Hartmann. **The customer can only make a claim to Hartmann for late or failed delivery if it can prove deliberate intent or gross negligence on the part of Hartmann.**

If the customer requires test or acceptance certificates, it must inform Hartmann of this by the time of the order at the latest. The costs for the certificates and acceptance tests are charged to the customer.

The information obtained by Hartmann in the manufacturer's works or in the warehouse on the weight and scope of the delivery are definitive for the invoicing by Hartmann. The quantity of a single position is irrelevant here. The total weight of the positions is definitive. The tolerance values that apply in the manufacturing works also apply for the delivery by Hartmann.

## 6. Transport

The transport of the goods is entirely charged to the customer, excluding any liability by Hartmann for transport, shipment and packaging. Usage and risk are transferred to the customer from the manufacturing works or from the warehouse. This regulation of transfer of risk shall also apply if in an exceptional case Hartmann takes on part or all of the transport costs. In all other matters, the regulations of INCOTERMS 2020 apply.

## 7. Warranty, complaints

Complaints by the customer about deliveries of goods must be made to Hartmann by registered letter, detailing the quantity and type, within eight days after receipt of goods or (in the case of a hidden defect) since the defect's discovery.

Once six months after the receipt of goods have elapsed, 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 Hartmann 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, Hartmann 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 Hartmann, such as for example for cancellation of the contract, for damages, lost profit, default interest and fines, are excluded.**

## 8. Extraordinary events

Extraordinary events that make performance of the contract considerably more difficult or unreasonable for Hartmann (such as for example official prohibitions, lack of raw materials, interruption of business, strikes, war) and were not foreseeable at the time of concluding the contract, entitle Hartmann 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 purchaser against Hartmann.

## 9. Data protection

The protection of your personal data and its collection, processing and use in compliance with legislation is a very important matter for us and is based on statutory provisions. Further information on data protection can be found on our website [www.hartmann-materials.ch](http://www.hartmann-materials.ch).

## 10. Place of jurisdiction and applicable law

The parties determine the courts of general jurisdiction at the headquarters of Hartmann to be the sole place of jurisdiction for all disputes arising from the delivery of the goods by Hartmann. They choose the Swiss Code of Obligations as applicable law (excluding the United Nations Convention on Contracts for the International Sale of Goods).

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