

1. General

- 1.1. The present General Terms of Sale apply to all deliveries and services rendered by Cendres+Métaux to the Customer. Any terms and conditions of the Customer not in line with the present General Terms of Sale are only binding upon Cendres+Métaux if expressly accepted by Cendres+Métaux in writing.
- 1.2. The present General Terms of Sale apply even if not enclosed in an individual case, to the extent that they were otherwise brought to the Customer's attention.
- 1.3. If, at any time, any provision of these General Terms of Sale is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the Parties to the Contract shall replace the invalid or unenforceable provision by a provision that meets its legal and economic intent and success in the closest and best way.
- 1.4. Offers of Cendres+Métaux (especially enclosed in price-lists, brochures, internet etc.) are without obligation.
- 1.5. All agreements and other statements relevant in law of the Parties to the Contract are valid only if declared in writing.

2. Conclusion of a Contract

- 2.1. The present General Terms of Sale apply to all deliveries and services rendered by Cendres+Métaux to the customer. Any terms and conditions of the customer not in line with the present General Terms of Sale are only binding upon Cendres+Métaux if expressly accepted by Cendres+Métaux in writing.

- 2.2. The conclusion of an individual Contract is complete with Cendres+Métaux's written confirmation of an order and/or with Cendres+Métaux's making out the invoice respectively.
- 2.3. Variations of an order's terms contained in Cendres+Métaux's confirmation become a part of the Contract unless the Customer objects in writing within 5 business days from receipt of such confirmation. The foregoing is subject to the correction of simple accounting irregularities.

3. Scope of Deliveries and Services

Cendres+Métaux's confirmation of an order and/or its invoice contains the entire scope of its deliveries and services.

4. Prices

- 4.1. In the absence of other agreements, all prices are quoted net, ex works, not including packing, in freely available Swiss Francs and without any deductions.
- 4.2. All extra costs such as freight, insurance, export and import and other authorisations and certifications are fully at the Customer's expense.
- 4.3. In addition, the Customer shall bear any kinds of taxes (in particular, without limitation, the VAT), duties, levies, tolls and the like which are imposed in connection with the Contract, and is obliged to refund Cendres+Métaux for any such cost borne by Cendres+Métaux against corresponding proof.

4.4. Should the pricing change between the conclusion of a Contract and the delivery due to unforeseeable circumstances (in particular, without limitation, due to currency, jewel, precious metal or supplier price fluctuations), Cendres+Métaux shall be entitled to adapt its prices accordingly.

5. Terms of Delivery

5.1. The applicable terms of delivery are the terms mentioned in Cendres+Métaux's confirmation of an order and/or Cendres+Métaux's invoice respectively. The terms run from the date of the conclusion of the Contract.

5.2. The terms of delivery will be reasonably extended in the event that:

5.2.1. Cendres+Métaux should not receive the details necessary for the execution of the Contract on time, or if the Customer should subsequently change the details thereby causing a delay in delivery;

5.2.2. Obstacles should occur which Cendres+Métaux was not in a position to avoid despite having exercised all reasonable care, regardless of whether the obstacle occurred in the sphere of Cendres+Métaux, the Customer or in the sphere of a third party.

5.3. The Customer is not entitled to withdraw from the Contract and/or to claim for damages or other services due to a delay in delivery.

5.4. If Cendres+Métaux entirely fails to deliver or fails to deliver on time due to circumstances beyond its own or its suppliers control, Cendres+Métaux is entitled to withdraw from the Contract all or in part.

6. Transfer of Profits and Risks; Date of Cendres+Métaux's Performance

- 6.1. Profits and risks are transferred to the Customer ex works.
- 6.2. As soon as the goods have left Cendres+Métaux's premises and have been placed at the disposal of a carrier, Cendres+Métaux shall have fully performed its obligations under and in connection with the Contract.
- 6.3. In the event of a delayed dispatch of the goods at the customer's request or due to circumstances beyond Cendres+Métaux's control, benefits and risks shall nonetheless pass on to the Customer at the date of the originally planned delivery ex works. From this time forth Cendres+Métaux shall store and insure the goods on behalf, for the account of, and at the risk of the Customer.

7. Dispatch, Transport and Insurance

- 7.1. The Customer agrees to notify Cendres+Métaux on time regarding special preferences in relation to the dispatch, the transport, and the insurance of the goods.
- 7.2. Any complaints in connection with the dispatch or the transport of the goods must be immediately filed with the last carrier upon receipt of the shipment or the consignment documents.
- 7.3. The Customer shall be responsible for the insurance of the goods against damages of any sort.

8. Examination and Acceptance of Deliveries

- 8.1. The Customer shall examine the deliveries within 10 business days from receipt and shall inform Cendres+Métaux in writing of any possible defects. Upon expiration of said time limit the goods shall be considered accepted.
- 8.2. In the event of a defect notified in accordance with Clause 8.1 supra, Cendres+Métaux shall, at its own discretion, either provide remedy or replace the goods.
- 8.3. The Customer shall have no warranty claims and no rights to indemnification except for those mentioned in Clauses 8 and 9 of the present General Terms of Sale.

9. Warranties and Representations

- 9.1. The period of warranty is 12 months and runs from the date of the goods leaving Cendres+Métaux's premises.
- 9.2. The period of warranty for replaced or repaired goods is again, 12 months and runs from the date of the replaced goods leaving the supplier's premises.
- 9.3. For jewellery products, Cendres+Métaux only warrants the material agreed upon by the Parties, the execution, the dimensional accuracy, and the fineness.
- 9.4. For medical products, Cendres+Métaux only warrants the material agreed upon by the Parties, the layout (material conception/construction), and the execution.

- 9.5. In case of a custom-made product which was construed by the Customer or by a third party appointed by the Customer (OEM customer), Cendres+Métaux only warrants the material agreed upon and the execution. The customer is solely responsible for the use of products designed and/or manufactured by Cendres+Métaux as final products or as components of final products.
- 9.6. Cendres+Métaux takes no responsibility and cannot be held liable for defects of any sort which are due to inaccurate information received from the Customer. Moreover, Cendres+Métaux takes no responsibility for defects of any sort which occur as a result of natural wear, faulty maintenance, improper processing and use, excessive wear or other reasons beyond Cendres+Métaux's control.
- 9.7. If a third party holds Cendres+Métaux responsible for a damage arising from product liability which results from a defect caused by the Customer, the Customer has to indemnify Cendres+Métaux from and against all losses, costs and expenses related thereto.
- 9.8. The Customer is solely entitled to claim for replacement or repair of the defective goods.
- 9.9. The Customer's warranty claims expires prior to expiration in the event of the Customer or third parties making inappropriate changes or repairs, or, in case of defects, if the Customer fails to immediately provide Cendres+Métaux the opportunity to repair the defective goods.

10. Tools

- 10.1. Cendres+Métaux shall manufacture the tools required for the production of goods in accordance with the Customer's drawings and other specifications.
- 10.2. The Customer shall be responsible for the maintenance and safekeeping of the tools placed at Cendres+Métaux's disposal. Upon execution of the order Cendres+Métaux shall return the tools.

11. Products placed at Cendres+Métaux's Disposal by the Customer

The products placed at Cendres+Métaux's disposal by the Customer (in particular jewels, customer drawings) remain the property of the Customer. Cendres+Métaux shall refrain from modifying or making such goods available to third parties without the Customer's consent. In case of damage or loss of such products Cendres+Métaux shall refund the value of raw materials (current value).

12. Drawings, Documents and Products placed at the Customer's Disposal by Cendres+Métaux

12.1. Cendres+Métaux retains title and copyright with respect to any drawings and other documents placed at the Customer's disposal by Cendres+Métaux. The Customer shall refrain from either disposing of or copying such documents without Cendres+Métaux's prior written consent.

12.2. Cendres+Métaux retains title with respect to any products placed at the Customer's disposal for selection; the Customer shall refrain from disposing of such products without Cendres+Métaux's permission. The Customer shall be responsible for any loss of such products.

13. Terms of Payment

13.1. The Customer shall pay Cendres+Métaux's invoices in accordance with the agreed terms of payment net plus VAT.

13.2. Should Cendres+Métaux's rights to payment be in danger because of the Customer having become insolvent, Cendres+Métaux shall be entitled to withhold the execution of an order until the Customer has performed its duties and obligations under and in connection with the Contract. In the event of the Customer not being able to guarantee performance of its duties and obligations within reasonable time, Cendres+Métaux shall be entitled to withdraw from the Contract.

14. Retention of Title

- 14.1. Cendres+Métaux retains title to the goods sold to the Customer up to the performance of the Contract and the completion of all obligations to pay.
- 14.2. Cendres+Métaux shall be entitled to register its retention of title with the Swiss Registry of Retention of Title or with similar registers of other countries, and the Customer agrees to assist Cendres+Métaux in any steps that need to be taken in order to complete such registration.

15. Partial Deliveries and Variations in Quantity

Cendres+Métaux reserves the right to execute partial deliveries. In addition, Cendres+Métaux reserves the right to execute orders with a variation of quantity of +/- 5%; the latter shall not apply to jewellery articles which are delivered in the quantity ordered by the customer.

16. Jurisdiction and Applicable Law

- 16.1. Notwithstanding its place of performance or execution, this Contract shall be governed by and construed under and in accordance with the laws of Switzerland, to the full exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
- 16.2. The place of jurisdiction shall be Biel/Bienne (Switzerland).

The present General Terms of Sale are a translation of a German version (Allgemeine Verkaufsbedingungen der Cendres+Métaux SA). Shall the translation be inaccurate; the German text alone is the reference to be considered.