

General Terms and Conditions of Metalit AG**1 General Provisions**

These general terms and conditions apply exclusively to orders until revoked, unless otherwise agreed in writing between the buyer/customer and Metalit AG. Additional verbal agreements require written confirmation.

Conditions of the buyer/customer that contradict these general terms shall apply only if they have been acknowledged in writing by Metalit AG.

2 Orders

By placing an order, the buyer acknowledges these general terms and conditions. All orders are considered valid when their acceptance has been confirmed in writing by Metalit AG. Verbal or telephone agreements, as well as changes to placed orders, are only valid if they have been confirmed in writing by Metalit AG. After sending the written confirmation by Metalit AG, which may also occur via fax or email, the buyer can only withdraw or change the orders if Metalit AG can still agree to a withdrawal or change based on the status of preliminary work in writing. Any costs incurred due to withdrawal and additional costs due to changes, as well as full compensation in accordance with Art. 377 of the Swiss Code of Obligations (OR), shall be borne by the buyer.

Specific details in the written confirmations from Metalit AG take precedence over the general conditions.

3 Delivery

Deliveries to and for the buyer, unless carried out by Metalit AG, are always at the risk and peril of the buyer unless otherwise agreed. The place of fulfillment is the registered office of Metalit AG. Deliveries that are executed by Metalit AG or organized in its own name are at the risk and peril of Metalit AG.

4 Delivery Deadlines

The delivery time specified by the buyer is only an approximate indication and is not binding for Metalit AG. Metalit AG strives to accommodate the buyer's timing requests as much as possible. Delivery deadlines are only guaranteed if they are confirmed in writing by Metalit AG. The start of the delivery period requires the clarification of all technical details by the buyer.

5 Delivery Delay

Delivery shall be made on the confirmed delivery date. If the delivery period is exceeded by more than 10 days, the buyer is entitled to withdraw after the expiration of a new deadline of 20 days, which must be issued in writing to Metalit AG upon receipt of the letter. In the event of unforeseen obstacles that could not be prevented despite reasonable diligence under the circumstances or are outside the seller's control, such as strikes, lockouts, acts of God, delays in the construction schedule, and other circumstances beyond the influence of Metalit AG, the delivery period shall be extended appropriately even within a delivery delay. In the event of non-compliance, the buyer waives any claims against Metalit AG.

6 Prices

The applicable prices are those agreed upon or, in the absence of an agreement, the prices that are valid on the day of delivery according to the current price list of Metalit AG. The prices are quoted net, ex works Metalit AG. Transportation costs, VAT, packaging costs, and additional charges will be stated separately.

7 Payment

Unless otherwise agreed, the following payment terms apply: Invoices are due for payment within 30 days from the invoice date without any deductions. The buyer may only offset amounts if their claim is due and undisputed or has been legally established, and if the counterclaim arises from the same transaction. Withholding of payments or offsetting against any other claims is excluded.

8 Payment Delay

If the buyer is in payment default, Metalit AG is entitled to demand default interest of 7% from the time of the reminder. Any unauthorized deductions will be charged additionally. If the buyer falls into default or becomes insolvent, Metalit AG has the right to terminate the supply contract, cancel any further orders, and withhold the goods until the outstanding invoices are paid.

9 Warranty

Metalit AG guarantees that the goods have been produced, sourced, processed, and selected with care and should therefore not exhibit any defects that significantly impair or eliminate their value or suitability for the intended use. If the delivered goods have defects that eliminate or significantly reduce their value or suitability for the intended use, or if promised characteristics are missing, the buyer has the right to complain about the goods and demand replacement or rectification within a reasonable period.

Furthermore, the buyer has no further claims against Metalit AG. The right to rescind the contract or to demand a reduction in price is thus excluded. The buyer is not entitled to withhold payments based on complaints.

10 Complaint of Defects

The buyer must conduct a thorough inspection of the delivery immediately upon receipt and must report any identified defects to Metalit AG in a proper written form within 8 days of receiving the goods. Later complaints will only be accepted if the defects were not recognizable at the time of delivery despite proper inspection.

Upon timely receipt of the defect notification, Metalit AG reserves the right to have the reported defect or damage verified by its own staff or experts of its choice.

11 Tolerances

For tolerances regarding element dimensions, deflection, squareness, edge heights, perforations, width deviations, length deviations, as well as surface and color tolerances, the specifications of TAIM for the quality standard for metal ceilings apply. The buyer confirms that they are aware of this quality standard.

Changes regarding material composition, construction, models, and dimensions are reserved, provided that the agreed quality is not deteriorated. In the case of additional deliveries, the buyer must accept larger color deviations.

Overproduction due to manufacturing conditions will be charged and does not entitle the buyer to deductions or complaints. Maximum permissible overproduction is dependent on the ordered quantity per item:

- Order quantity up to 10 pieces: max. 1 piece
- Order quantity 11–50 pieces: max. 2 pieces
- Order quantity 51–100 pieces: max. 3 pieces
- Order quantity 101–500 pieces: max. 5 pieces
- Order quantity over 500 pieces: max. 10 pieces

12 Liability

Metalit AG is only liable for direct damages caused intentionally or through gross negligence in connection with the fulfillment of its contract. Any further liability or obligation, particularly for indirect or consequential damages such as lost profits, unrealized savings, third-party claims, etc., is hereby explicitly excluded.

13 Applicable Law/Jurisdiction

This contract is governed by Swiss law. The parties agree that the place of jurisdiction for all disputes arising from this contract shall be the registered office of Metalit AG. Metalit AG reserves the right to take legal action against the buyer at their ordinary place of jurisdiction.

Software translation - in case of doubt, the original German text applies.