

# GENERAL TERMS AND CONDITIONS OF CONTRACT FOR BWB SURFACE TECHNOLOGY

Version dated June 2023



## 1. PREAMBLE

These General Terms and Conditions (GTCs) are intended to regulate the new and existing partnerships between the Swiss companies of BWB Surface Technology (BWB AG and its Swiss subsidiaries, hereinafter also referred to as 'BWB contractual partners' or 'BWB') and their customers and to generate long-term benefit for both partners.

Both partners undertake to support each other to assist with making joint projects a mutual success. The companies within BWB Surface Technology are members of the relevant industry associations (Association of Swiss Anodising Companies [Verein Schweizerischer Anodisierbetriebe, VSA], SwissGalvanic, alu.ch, Federation of the Swiss Watch Industry, Swiss Medtech and others).

## 2. ENTRY INTO FORCE AND SCOPE OF APPLICATION

The contracts between BWB and its customers are subject to the version of the GTCs valid at the point in question (published on [www.bwb-group.com/en/downloads/#GTC](http://www.bwb-group.com/en/downloads/#GTC)). All the work assigned to the relevant BWB contractual partners is undertaken on the basis of the work contract and the below terms. Provisions or conditions of the party placing the order that differ from these GTCs are only binding if they are recognised in writing by the relevant BWB contractual partner or BWB. BWB may change these GTCs at any time. The new version will be published on BWB's website in a timely manner before it enters into force.

## 3. QUOTATIONS, PRICES, DELIVERY CONDITIONS AND PAYMENT TERMS

BWB shall draw up quotations based on the information provided by customers. The relevant BWB contractual partner will issue an invoice after every partial delivery. The invoice is to be paid by the ordering party within 30 days of invoicing. The price in the quotation is only valid in conjunction with the product quantities listed in the quotation. Should the scope of performance increase or decrease compared to the order volume, it will be recalculated and invoiced accordingly. Prices are exclusive of any additional outlay, such as packaging, storage and transport costs. Delivery is made in accordance with Incoterms 2020 FCA (free carrier from the factory of the relevant BWB contractual partner).

## 4. ORDER ISSUANCE

The surface treatment, contract work or manufacturing of the individual parts or components under the work contract shall occur at the site of the relevant BWB contractual partner. The treatment/manufacturing can also occur at a different BWB business to ensure the best possible treatment/manufacturing or to optimise capacity; the customer shall be informed of this ahead of time.

A written order sheet (order note/delivery slip/materials list) must be attached to every delivery to the BWB contractual partner to avoid errors in the treatment of customer components. The order sheet must state the quantity, the desired surface treatment, the precise type of material for the customer parts (material number or alloy), the measurements of the components and any other relevant, necessary information (e.g. coating thickness, applicable standards or specifications, dimensional tolerance, purity required, any sketches with visible surfaces, grinding areas, permissible contact points etc.). If specific work resources (e.g. colour samples, drawings, specifications and standards, test instruments) are required for the treatment/manufacturing, they must be enclosed with the order. In principle, these specific work resources will be returned to the party placing the order once the order has been successfully processed. The BWB contractual partner will not be liable for damage caused because the order was not issued correctly. Any unclear aspects may be clarified with the customer service team of the BWB contractual partner.

## 5. DELIVERY DEADLINES

Delivery deadlines are only binding if they have been confirmed in writing by the BWB contractual partner and the incoming delivery from the ordering party was received in good time. If the delivery is delayed by operational interruptions, operational limitations or other circumstances that are outside of BWB's control, the party placing the order does not have any right to compensation for damage. Work already undertaken must always be paid for.

## 6. ACCEPTANCE AND WARRANTY

BWB contractual partners guarantee expert execution of the surface treatment, manufacturing or contract work, in compliance with the order. Parts treated/manufactured by the BWB contractual partner must be accepted within 10 days of delivery. In particular, this acceptance should include the

quantity, the measurement accuracy/dimensional tolerance, the colour match, the coating thickness, any mechanical damage and other decorative defects. Once the ordering party has accepted the goods, the defect must be reported to the BWB contractual party without delay (incl. a precise description of the defect). After this, the BWB contractual partner shall only offer warranty for hidden defects, i.e. defects that could not be detected upon acceptance. In each case, acceptance must occur prior to further processing or assembly and before shipment abroad.

## 7. DEFECTS AND CLAIMS FOR DEFECTS

A defect reported in the proper, timely fashion is assessed visually by looking at the cleaned, defective part or component in suitable lighting conditions. Contact points and other process- and material-dependent irregularities must be tolerated. A colour difference will only be recognised as a defect if the deviation is greater than that set out in the tolerance sample. Process-dependent contact points of up to 30 mm on the edge regions are permitted for the surface treatment of large parts (profiles of production length and sheet metal larger than 0.5 m<sup>2</sup>). In the event of claims for defects made in a timely manner and proven treatment errors, the BWB contractual partner must re-treat or process the defective parts in good time and free of charge, including transport costs. If the party placing the order delays in requesting subsequent improvements, they shall waive their right to claim for defects.

## 8. DAMAGE

If damaged parts cannot be removed or if corrective action, retreatment or the manufacture of a new part is not possible, negotiations will be undertaken between the parties to agree on a contribution to the cost of the damage from the BWB contractual partner or on any reduced value. In each case, the maximum compensation to be paid by the BWB contractual partner is limited to the value of the surface treatment of the damaged parts.

## 9. EXCLUSION OF WARRANTY

Warranty is excluded in the following cases: in the event of damage caused by element formation, the wrong choice of material and material combination and the inappropriate construction by the party placing the order; in the event of occurrences and circumstances that are outside the foreseeable scope of influence and control of the BWB contractual partner, including storage damage at the ordering party's site; in the event of transport damage during transportation organised by the customer; and in the event of damage due to force majeure.

## 10. CONSTRUCTION SECTOR

The following applies to customers in the construction sector: for any warranty to apply, the stated treatment and maintenance guidelines must have been followed by the party placing the order and the construction developer. This also includes specialist cleaning at the end of the construction process and periodic maintenance cleaning, depending on atmospheric pollution. The instructions for specialist cleaning are included in the latest edition of the SZFF Guidelines 61.01.

## 11. DATA PROTECTION

Data, partially personal in nature, is generated as part of the issuance of offers and order processing. BWB adheres to the applicable data protection legislation, in particular the Swiss Federal Data Protection Act (DSG) and the General Data Protection Regulation (GDPR) of the European Union (EU). The privacy policy and detailed explanation of how BWB handles data are published on BWB's website under 'data protection' (see [www.bwb-group.com/en/imprint-privacy/](http://www.bwb-group.com/en/imprint-privacy/)).

## 12. COURT OF JURISDICTION

The court of jurisdiction is that at the site of the relevant BWB contractual partner; mandatory courts of jurisdiction remain reserved. Swiss law applies under all circumstances.

BWB's Swiss subsidiaries:

- BWB-Aloxyd AG, Industriestrasse 15, 3294 Büren a.A.
- BWB-Aloxyd AG, Dorfstrasse 9-13, 3506 Grosshöchstetten
- BWB-Aloxyd AG, Freiburgstrasse 576, 3172 Niederwangen
- BWB-Altenrhein AG, Werkplatz Altenrhein, Dorfstrasse 3, 9423 Altenrhein
- BWB-Ampho AG, Chemin de la Combeta 3, 2300 La Chaux-de-Fonds
- BWB-Betschart AG, Wagistrasse 7, 8952 Schlieren
- BWB-Betschart AG, Dallenwilerstrasse 20, 6370 Stans-Oberdorf
- BWB-Iten AG, Bernstrasse 6, 8964 Rudolfstetten
- EMO-Plastic AG, Riedrainstrasse 1, 2553 Safnern