



## **1 General terms and conditions (GTCs)**

### **1. Applicability**

The GTCs apply to all contracts for the production of goods or the supply of goods or services by Romay. Provisions which deviate from the GTCs must be put in writing.

### **2. Prices**

Romay's prices are ex works or warehouse and do not include packaging or VAT. The costs of packaging which will only be removed subject to prior agreement are invoiced at cost.

### **3. Terms of payment**

Invoices are to be paid in full within 30 days of receipt. Payments by bill of exchange or cheque require consent from Romay. The associated costs will be paid for by the customer.

Offsetting against contested claims by the customer is not permitted.

Any interest on arrears will be charged at 5% p.a.. The right to claim additional damages for default is reserved.

The delivered goods shall remain the property of Romay until full payment of all claims arising from the respective contract has been received. The customer is not entitled to pledge the goods subject to retention of title or to transfer them by way of security. In the event of third-party access – in particular through seizure – the customer must immediately notify Romay and inform the third party of Romay's ownership

### **4. Delivery times, quotations and acceptance**

If the customer places an order within 30 days of receiving the quotation, then the delivery times specified within it will be binding. If orders are placed at a later date, new delivery times will be agreed on.

If binding delivery times cannot be met due to acts of God, official interventions, strikes and suchlike for which Romay is not to blame, then the parties will make every effort to agree on new delivery times. The customer is not entitled to make any claims for damages. However the customer does have the right to withdraw from the contract in the event of delays of more than 60 days.

Samples, specimens, drawings and suchlike produced by Romay will only then be binding if this is expressly assured by Romay. Otherwise these will just be treated as designs to be revised and the customer is not exempted from the obligation to carry out his own checks where required.

Unless otherwise agreed, deviations from order quantities of not more than 10% must be accepted by the customer.

## **5. Technical development**

If technical developments are carried out on behalf of a customer, the title to samples, prototypes, drawings and suchlike will pass to that customer on payment of the agreed remuneration.

## **6. Tools**

Tools which are made available to Romay by the customer for the purpose of producing products on the customer's behalf must not be used for any other purpose by Romay without the customer's consent. If Romay has to modify the tools for technical reasons in order to be able to fulfil the contracts assigned to it *lege artis*, then the associated costs will be charged to the customer separately. Romay will have a right of retention with regard to such tools until those costs have been paid.

Tools provided by the customer will be kept by Romay for two years after the completion of the final contract. At the end of that period, the customer is to collect the tools from Romay. If the customer fails to collect the tools within a period of time stipulated by Romay, then the title to those tools will pass to Romay and the latter will also be entitled to dispose of the tools as its sole discretion.

## **7. Supply of accessories**

If the customer supplies parts which are to be integrated in the product to be produced and supplied by Romay, then he must assume that rejection during production cannot be ruled out which is why the number of parts must exceed the number of products to be supplied by 5% to 10%.

If the customer violates his contractual delivery obligation, then Romay will be released from its obligation to perform the contract. At the same time, Romay reserves the right to make the customer liable to pay compensation for the damages that Romay has incurred as a result.

## **8. Dispatch and transfer of risk**

Romay is responsible for packing the products to be supplied. With the transfer of products to the forwarder, the risk transfers to the customer, on whose request and at whose expense however Romay will insure the products against breakage or damage during transportation or by fire.

## **9. Notification of defects and warranty**

The customer is to check the products supplied upon receipt. Obvious defects are to be reported within 14 days of receiving the goods and hidden defects within one year. Justified complaints regarding defects will be rectified by Romay by means of repair, replacement or a credit note for the invoice amount or the reduced value. The customer is not entitled to make any further claims.

If production has been carried out in accordance with a sample approved in advance by the customer or in accordance with drawings he has supplied and the delivery corresponds to the sample or drawings in every respect, then no complaints regarding defects can be justified.

## **10. Protective rights of third parties**

If Romay carries out production based on designs, drawings, models or samples provided by the customer, then the latter will assume sole responsibility for any violation of the rights of third parties. In such cases, the customer is to hold Romay harmless in respect of any claims made by third parties against Romay. In addition, he will also bear all the associated legal expenses and court costs incurred by Romay.

## **11. Applicable law and place of jurisdiction**

The agreement between Romay and the customer is subject to Swiss law to the exclusion of the Vienna Sales Convention. The exclusive place of jurisdiction for any legal disputes arising in connection with this agreement is the headquarters of Romay.