

1. Applicability

The general terms and conditions of sale of RESSORTS INDUSTRIELS SA (RISA) apply, unless otherwise expressly agreed in writing.

2. Quotation

Offers are valid provided that the qualities, quantities and dimensional characteristics have actually been ordered. RISA is not bound by the price and delivery time indicated in the offer. RISA reserves the right to make any price increase or change of delivery date justified by the circumstances.

3. Confirmation of order

Only the order confirmation, which the customer must check on receipt, is binding. The relevant general terms and conditions of sale are therefore deemed to have been accepted. Services not included in the order confirmation will be invoiced on delivery. Changes to orders are accepted provided that production has not yet started. In case of cancellation of an order, the costs incurred by RISA, such as study, tests, material, blanks, tooling, control supports, will be invoiced to the customer without prior notice.

4. Delivery

Delivery is strictly in accordance with the order confirmation, except for the quantity of parts, which may vary by $\pm 10\%$. On-call deliveries are permitted as part of a global order or framework contract and do not extend beyond one year.

5. Packing and transportation

Unless special packaging instructions are expressly agreed in writing with the order, RISA will decide on the packaging and packing. RISA will invoice the related costs upon delivery.

6. Transfer of risks

The risks are transferred to the customer as soon as the goods are dispatched.

7. Storage

The risk of warehousing and storage, even temporary, which may alter the mechanical or aesthetic qualities of the goods dispatched, shall be borne by the customer.

8. Payment

Payment shall be made in accordance with the terms set out on the order confirmation. If the customer does not respect these conditions, he will be required to pay a default interest of 5%. The goods remain the property of RISA until full payment of the invoice.

9. Setting off

The customer does not have the right to offset payments against a claim that RISA has not expressly recognized in writing.

10. Claim

Any apparent defects must be reported within thirty days of the date of delivery at the latest. After this period, the goods shall be deemed to conform to the order confirmation.

11. Guarantee

The warranty period begins on delivery. The warranty is limited solely to the replacement of parts accepted by RISA as defective (including shipping costs; excluding other costs). Any other claim, in particular for damages, is excluded. The guarantee expires three months after the date of delivery.

12. Responsibility

Apart from the warranty conditions mentioned above, RISA assumes no other liability.

13. Intellectual property

Drawings, plans, projects or technical information drawn up by RISA must not be reproduced or communicated to third parties. A contribution to the tooling costs is invoiced to the customer and does not confer any right of ownership on the tooling by the customer. RISA manages its maintenance. However, the cost of any modifications will be borne by the customer.

14. Forum and applicable law

By placing an order, the customer accepts exclusively the court jurisdiction of the place of Porrentruy. Any dispute resulting from the application of the interpretation of the present general conditions are to be judged according to the Swiss law. The French version of the present general sales conditions is authoritative.