

## GENERAL TERMS AND CONDITIONS (AGB)

SCSmetal – a division of SwissChina Solutions GmbH

Version: 09.2025

Address: Bahnstrasse 8, 8603 Schwerzenbach, Switzerland

### 1. Scope

These General Terms and Conditions (AGB) apply to all offers, contracts, services, and deliveries provided by SCSmetal, a division of SwissChina Solutions GmbH. Any deviations require prior written agreement. By placing an order, the customer accepts these terms.

### 2. Nature of Business

SCSmetal operates as a project coordination and sourcing service provider, organizing the supply, manufacturing, and delivery of industrial metals and precision components through qualified manufacturing partners.

SCSmetal does not act as the physical manufacturer unless explicitly agreed in writing.

### 3. Materials, Tooling and Ownership

Customer-provided tools, drawings, specifications, and design data remain the property of the customer.

If tooling or fixtures are produced for a project, ownership will be defined in the respective agreement. Tools stored at manufacturing facilities remain under the custody of the supplier but are used exclusively for the customer's project unless otherwise agreed.

SCSmetal is not liable for normal wear, loss, or damage caused by third parties.

### 4. Delivery & Deadlines

Delivery times provided by SCSmetal are non-binding estimates, unless explicitly confirmed in writing.

Delays caused by events beyond reasonable control, including but not limited to:

- force majeure
- supplier delays
- factory shutdowns
- logistics disruptions
- customs delays

do not justify claims for damages.

SCSmetal will make reasonable efforts to assist customers in resolving such issues with suppliers.

## 5. Pricing

All prices are net prices, excluding VAT, customs duties, freight, insurance, and other applicable charges unless otherwise stated.

Prices may be adjusted due to:

- raw material cost fluctuations
- supplier pricing adjustments
- currency exchange variations

Small-volume or customized orders may be subject to handling or setup surcharges.

## 6. Payment Terms

Unless otherwise agreed in writing, invoices are payable within 30 days net from the invoice date.

SCSmetal reserves the right to request:

- advance payment
- milestone payments
- project deposits

depending on project size and order structure.

Late payments may incur default interest of 5% per annum.

## 7. Shipping and Logistics

Unless otherwise agreed, deliveries are made according to EXW (Ex Works) terms from the supplier or agreed logistics location.

The customer is responsible for:

- freight arrangements
- customs clearance
- import duties
- insurance

SCSmetal may assist with logistics coordination upon request.

## 8. Quality, Defects and Claims

Customers must inspect goods upon receipt.

- Visible defects must be reported in writing within 8 days of delivery.
- Hidden defects must be reported within 30 days of discovery.

If a claim is justified, SCSmetal will coordinate with the supplier to arrange:

- repair
- replacement
- or mutually agreed resolution.

SCSmetal does not guarantee product suitability for the customer's final application unless explicitly agreed.

## 9. Over- or Under-Delivery

For customized or manufactured goods, a delivery tolerance of  $\pm 10\%$  may apply unless otherwise specified in the order confirmation.

## 10. Liability Limitation

SCSmetal shall not be liable for indirect damages, including but not limited to:

- loss of profit
- production interruption
- consequential damages

resulting from supplier manufacturing or third-party performance.

SCSmetal's responsibility is limited to project coordination and reasonable problem resolution between the customer and supplier.

## 11. Retention of Title

Delivered goods remain the property of SCSmetal or its suppliers until full payment has been received.

Customer-owned tooling or materials may not be transferred, modified, or removed without prior agreement.

## 12. Applicable Law & Jurisdiction

These terms shall be governed exclusively by Swiss law.

The place of jurisdiction is the competent court in Schwerzenbach, Canton Zurich, Switzerland.