

SALES & DELIVERY TERMS

Frauenfeld — 20.09.2016

1. General	The following terms and conditions shall be applicable to our products and deliveries, unless differently worded, agreements have been expressly acknowledged by us in writing.
2a. Dimensions and illustrations	All dimensions, illustrations and other details in our sales documentation are non-binding and are subject to change at any time without prior notification. We reserve the right at any time to modify designs and models, since adjustments necessitated by further and new developments are unavoidable.
2b. Concept plans	The concept-plans provided by Sky-Frame Ltd. are considered only as planning aids without intending to be exhaustive or correct. In particular, such plans do never release the user from a meticulous verification of the accuracy of those plans, especially regarding the dimensions and all other relevant factors with respect to the specific project. Sky-Frame AG disclaims any and all liability regarding the use of such plans by its contractual partner or any third party.
3. Offers	Price inquiries including relevant discounts and the terms and conditions of payment are made in writing, by fax or confirmed e-mail. Quotes are valid for 90 days from the day of the offer. The discounts quoted in the sale contract do not apply for lower-quantity or subsequent orders. Permanent marketing partners should not request individual offers. They work on the base of the current calculation model and the annually agreed additional conditions.
4. Delivery obligations	Our written confirmation of order is binding for carrying out the order. Any costs incurred due to subsequent changes to orders will be charged for in full.
5. Prices	The prices in the current calculation model are non-binding recommended prices for resellers. The prices are calculated without VAT. Changes to prices and conditions are only possible after an advance notice period of 90 days.
6. Delivery time	The delivery date for the relevant order is determined with the confirmation of order. An exceeding of this delivery date through no fault of SKY-FRAME does not entitle the

	customer to withdraw the order or to make claims for damages. Orders are invoiced and available following the agreed delivery date.
7. Delivery and damage in transit	<p>Our products are sold FCA from Frauenfeld (FCA = free carrier, Incoterms 2010, prepared for exportation, packaged and loaded). If a different type of delivery has been arranged the corresponding arrangements according to Incoterms 2010 are applicable.</p> <p>We organise the dispatch of the goods to the partner's company facilities (CPT = carriage paid to, Incoterms 2010) upon payment of an all-in shipment charge for each delivery. Any special packaging wishes are charged for separately. On special request a delivery organised by SKY-FRAME can be insured for a maximum amount of CHF 100,000 until it is unloaded from the transport vehicle (DDU = delivery, duty unpaid; Incoterms 2010).</p>
8. Reservation of title	<p>The goods remain our property until we have received full payment.</p> <p>By signing the order and therewith acknowledging these general sales and delivery terms, the purchaser authorises us to enter such a reservation of title in the relevant register, should this be necessary according to the regulations of the destination country.</p>
9. Terms of payment	<p>Barring any specific agreement, payment is due in advance upon order. Unless otherwise agreed, payment from sales partners is due 30 days net from the invoice date (deadline is receipt of payment).</p> <p>Should payment fall into arrears, the purchaser is liable to pay default interest amounting to 8% from the due date. The right to claim compensation for further damages is reserved.</p>
10. Duties of information and instruction	<p>In compliance with the obligation to provide proper information and instructions, the processors, architects, designers and consulting bodies will be given access to the following documentation:</p> <ul style="list-style-type: none"> • Internet site: www.sky-frame.ch, download zone • catalogues, brochures • instructions for planning and the installation and for maintenance • consultancy and training from SKY-FRAME <p>Before planning or installation is carried out, please ensure that you have the latest versions of the documentation. Check your documents against the publication date of the documentation on the Internet or ask SKY-FRAME.</p> <p>For the selection of the products and for installation, operation and maintenance:</p> <ul style="list-style-type: none"> • Architects, designers and consulting institutes are obliged to request from us all necessary product information and to duly note it,

	<ul style="list-style-type: none"> Processors are obliged to duly note all product information and, in particular, to request from us the maintenance instructions and to forward them to the customers and users. Architects, designers and processors are required to examine any property-specific and legal requirements.
11. CE marking and product safety legislation	<p>The European Construction Products Regulation no. 305/2011 came into force on 1 July 2013. It superseded the building products directive 89/106/EEC. The European Construction Products Regulation applies throughout the EU. The marketing of any windows, including Sky-Frame windows, is subject to the harmonised European products standard EN 14351-1. Marketing partners may not alter Sky-Frame systems or windows in any way without the written consent of the system supplier (Sky-Frame). Moreover, they are obliged to instruct users on the use of the windows, inform them of dangers and risks, and provide them with instructions for use that carry the CE mark. The system supplier (Sky-Frame) supplies the instructions for use, the results of initial type testing and the factory production control system and assists the distribution partner in drawing up a declaration of performance.</p>
12. Complaints	<p>All products delivered by us are to be inspected immediately upon receipt. Any complaints must be made within 5 days of receipt of the delivery or immediately upon assembly. At our discretion, we will exchange or improve any defects acknowledged by us as such. Any other claims for damages and the customer's entitlement to withdraw from the contract are excluded. The customer is not entitled to retain the purchase price in full until any defects have been remedied.</p>
13. Guarantee	<p>Defective material will be replaced by us provided appropriate notice of a defect is given in writing within 2 years of invoicing. Consequential damage and conditions which are caused by improper treatment, assembly or changes to the goods will not be accepted by us.</p>
14. Place of performance and jurisdiction	<p>The place of performance for all claims arising from the business relationship is the registered office of our company in Frauenfeld, Switzerland. The commercial court of the canton of Thurgau is responsible for settling disputes. Swiss law is applicable.</p>