

GENERAL SALES AND DELIVERY CONDITIONS - 09.2018 - Subcontracting

1. Scope

The present conditions of sale, unless modified or completed by other written agreements, are fully applicable to all our sales. Other terms and conditions contained in the Customer's documents are only applicable subject to our prior written acceptance.

2. Quotations

All our quotations are without obligation and are valid for 2 months. We retain property rights and copyrights in respect of all drawings and other documents prepared by us as well as copyright on samples, and they shall neither be used nor made available to third parties without our prior consent.

3. Orders

Any order placed only becomes valid once it is accepted and confirmed by us in writing. Any order placed shall be accompanied by the corresponding drawings showing clearly legible dimensions and tolerances. Unless otherwise specified by the Customer, the tolerances generally accepted within the industry as well as valid DIN standards shall apply.

4. Prices

Unless otherwise agreed, our prices are net, ex-works, excluding packaging costs.

5. Tooling

If the Customer's order involves making a prototype or unitary pieces, the Customer will be invoiced for the costs for the tools required. The sum of these charges will be set out in the quotation

6. Payment terms

Invoices are to be paid net, with no deductions, within 30 days. All bank charges arising from payments are the Customer's responsibility. Tooling costs are payable within 30 days from the date of the invoice with no deduction. In the event of late payment, we reserve the right to charge interest on arrears at the rate of 5% above the discount rate of the Swiss National Bank.

7. Reservation of title

The goods supplied remain our property until paid for in full.

8. Delivery dates

We always endeavor to adhere to our delivery dates which we specify as accurately as possible but we are unable to give any guarantee. The delivery date is extended by an equal period of time in the event of force majeure including strikes and lockouts, whether these events occur at our premises or at one of our supplier's premises. Claims due to such delay, in particular for damages, are excluded.

9. Dispatch

Transport of goods is always at the Customer's risk even in the case of carriage paid deliveries (Incoterm 2010).

10. Part deliveries

We reserve the right to make part deliveries

11. Order modified by the Customer

If an order is modified by the Customer (quantity, dimensions), the Customer assumes all liability regarding the costs for the raw materials and parts which have already been rough machined or finished. Manufacturing costs will also be invoiced.

12. Complaints

Any complaints regarding weight, quantity and quality must be sent to us in writing and arrive at our premises within eight days from the receipt date of the goods. In the absence of any such notification, the delivery is considered to have been accepted. Return of goods following quality control inspections will only be accepted provided that the inspection criteria have been duly approved by each party and a written return authorization has been issued to the customer.

13. Warranty

The warranty is limited to the repair or the replacement of those parts which are traceable to a material or manufacturing defect. It expires 3 months at the latest from the date of invoice. We do not accept any claim from the Customer regarding delivered goods which were subject to modification, machining or assembly processes. Any claim for payment of damages and injury or reduction of prices shall be excluded.

14. Order cancellation by the Customer

The cancellation of an order which is already being manufactured shall only be accepted if the Customer assumes the costs of the raw material, the parts which have already been finished or are in manufacturing stage along with the costs involved in the design and manufacture of the tooling.

15. Order cancellation by the seller

In the case of force majeure or other exceptional circumstances beyond our will and power, we reserve the right to cancel the contract without entitling the Customer to claim for any compensation.

16. Infringement of patents and other rights of third parties

If the Customer places a firm order with us, he undertakes to guarantee that no rights of third parties are infringed. The customer undertakes to release us from any third-party claims in the event of such an infringement.

17. Responsibilities regarding secondary obligations

We provide the required advice and information regarding the use of the goods delivered by us and the manufacture of the parts ordered to the best of our ability but we decline responsibility regarding the suitability and use of the goods for the intended purpose.

18. Place of jurisdiction

In the event of dispute, Swiss law shall apply exclusively. The domicile of our company shall be the place of jurisdiction.

For legal proceedings only the French text is valid.