



GENERAL CONDITIONS OF SALE AND GUARANTEE

PREAMBLE

1.1 These general conditions shall apply save, as varied by express agreement accepted in writing by both parties.

DRAWINGS AND DOCUMENTS

- 2.1 The illustrations represent the subjects as at the time of production of the photos. All alterations for the purpose of effecting improvements are subjects without notice. Illustrations and particulars of weights are not binding.
- 2.2 Any drawings or technical documents submitted to the purchaser prior to or after the conclusion of the contract and which may be used for the manufacturing of the machinery or part thereof remain the exclusive property of the vendor. They may not, without the Vendor's consent, be utilized by the Purchaser or copied, reproduced, transmitted or communicated to a third party.

TRANSPORT

3.1 The greatest possible care is exercised in packing, and we decline all responsibility for damage incurred in transit. Shipment is invariably effected at consignees risk, even where transport charges are for our account. We therefore request customers to have all and any damage, breakage, losses, delays in transport, etc., noted by the carriers before delivery of the goods is taken, and to reserve their right to claim damages. Any loss incurred through failure to observe this formality shall be for the customer's account.

INSURANCE

4.1 We do not arrange for transport insurance unless specifically requested by the customer to do so at his expense.

DELIVERY

- 5.1 Delivery indicated on our quotations and order acknowledgements are calculated as accurate as possible but are without engagement. The delivery time shall commence on the date of conclusion of the contract when all official formalities such as import, export and payment permits have been settled. Each subsequent modification or addition to a confirmed order will influence delivery and price and is subject to a revised order acknowledgement.
- 5.2 Any circumstances beyond the control of the parties, war, epidemics, strikes, fires, etc. in our own factory or in those of our subcontractors entail an extension of the delivery time agreed upon.
- 5.3 Whilst every effort will be made to abide by delivery promises, no penalty can be accepted for delay, nor shall delayed delivery constitute valid grounds for cancellation of orders.

PAYEMENT

- 6.1 Unless otherwise stated, all prices quoted are strictly ex-Malleray Works, packing not included.
- 6.2 Unless otherwise agreed by us in writing, all customs duties, import duties, transit- and export- taxes, recording, legalization duties, fees and taxes of any kind have to be borne by the customer.
- 6.3 The time for payment runs as from the date of our invoices. Payments are only deemed to be effected after they have been received in Malleray in Swiss Francs.
- 6.4 The dates of payment shall also be observed if transport, delivery, erection, commissioning or acceptance of the machinery/equipment is delayed or prevented by circumstances beyond the Vendor's control. The Purchaser shall not withhold or reduce payments on account of complaints or claims or of counterclaims not accepted by the vendor. Payment shall also be made if unimportant parts of the machinery/equipment are missing, but do not prevent the machinery/equipment from being used, or if post delivery work has to be carried out on the machinery/equipment.
- 6.5 Unless agreed otherwise in writing, deliveries are made in accordance with the following payment terms:
1/3: upon ordering,
1/3: upon delivery,
1/3: 30 days after delivery at the very latest.
- 6.6 If the Customer does not comply with the payment terms stipulated in point 6.5 or any other separate agreement, he must pay 9% interest on overdue sums, without any special formal notice, starting from the date on which the payment falls due. The paying of interest on overdue sums does not release the Customer from the obligation to settle according to the terms of the contract.
- 6.7 We remain owner of the objects delivered as long as we have not received the full sum total of the payments agreed according to the contract. The Customer authorizes us to request entering of an ownership reserve clause in the register upon conclusion of the contract, in accordance with article 715 CC.
- 6.8 The Customer undertakes to make use of the delivered articles with all the care required and to comply with the communicated instructions for use.
- 6.9 The Purchaser may not make free use of the objects supplied as long as the ownership reserve clause is in force. In particular, he can neither sell them, nor hire them out, nor pawn or pledge them.
- 6.10 We are entitled to make use of our right of ownership by retaking possession of the article delivered if the agreed payment terms are not complied with.
All relative dispatch costs are at the Purchaser's expense.

GUARANTEE

- 7.1 For the goods supplied a guarantee of 12 months (unlimited number of hours) is given calculated from the date of despatch.
- 7.2 The guarantee applies to mechanical, electric and electronic pieces.
- 7.3 From moment of sale of revised machines the guarantee only applies to the new pieces assembled by our company.
- 7.4 This guarantee applies to any defects of material and/or workmanship revealed during the aforesaid term, during which we undertake to repair or replace, free of charge, any component returned to us carriage paid and acknowledged to be faulty in either of the aforementioned respects. Such acknowledgement, however, shall not establish any claim to indemnify. In no case shall we be held responsible for damage, and/or the consequence thereof, due to wrong handling, negligence, overstraining, and/or faulty erection by parties other than ourselves. Our guarantee shall terminate immediately and completely in the event of alteration or repairs being effected by any party other than ourselves without our written consent. Any components replaced shall become our property. If the repair cannot be carried out in our works, the customer shall bear the related costs to the extent exceeding the customary costs of transport, personnel travelling and living.
- 7.5 From moment of sale of revised machine we accept no responsibility for accident and any damages whatsoever, our revised machines do not conform to the EEC directives for the preventing of accidents while working.
- 7.6 If a machine is used with dry cutting (without cutting oil), the machine must be clean and free of oil residues because of fire danger. The customer is responsible to take all dispositions to avoid fire danger. The supplier can not be made responsible for any damage caused by fire.
- 7.7 If, for any reason, we agree to take back a machine supplied, we may be made liable for refund of the amounts received only.
- 7.8 Our liability is absolutely limited to the guarantees specified above; any other claims arising from damages incurred directly or indirectly or from any other causes whatever are expressly declined.

PRICES

8.1 We reserve the right to adjust the prices in case of a substantial change in cost of labour and/or raw-materials.

PLACE OF PERFORMANCE AND JURISDICTION

- 9.1 The legal domicile regarding our deliveries, payments and all other obligations is Malleray (CH). In case of dispute we acknowledge only the arbitration of the Court of Moutier (CH) regardless the terms and conditions of transport and payment.
- 9.2 The legal matters affecting the contracting parties are subject to Swiss law exclusively.

January 2010