

General Conditions of Sale and Delivery of Andres AG Precision Turned Parts

1. Applicability

The type and scope of delivery are defined in the order confirmation. Orders are only binding on us when we have issued our order confirmation. In the event of a contradiction between our General Conditions of Sale and Delivery and the client's Conditions of Purchase, it is the responsibility of the client to initiate negotiations, otherwise it will be assumed that the client has agreed to waive the applicability of its own conditions. Agreements contrary to those set out below shall require our confirmation in writing to be valid.

2. Price

Our prices apply ex works; incl. transport packaging and excluding VAT. Additional packaging which is specially requested will be billed at cost. The prices can be adjusted in the event of a change in the cost factors after issue of the offer or confirmation of order. We are not tied to previous prices for follow-up and supplementary orders. Unless specified otherwise in our offer, the prices are understood as being applicable to turned parts in raw finish. The offer is valid for a period of 3 months.

3. Payments

Within 30 days net from date of invoice

4. Delivery date

The delivery date stated in our confirmation of order is definitive and applies ex works. In the case of call orders, we are free to produce the whole order all at once. If the acceptance quantity for a framework agreement is not requested within the stipulated period, we shall be entitled to bill for the outstanding quantity and request that it be accepted within 14 days. On expiry of this period the goods will be stored on our premises for the client's account and at its risk. If delivery of the number of units specified in the order but not yet manufactured is not requested within the agreed period, we shall be entitled to compensation. In the absence of instructions from the client, the route and type of dispatch will be selected at our best discretion. Failure to adhere to the delivery date confirmed by us shall not entitle the client to withdraw from the contract or to file claims for damages. In the event of force majeure involving ourselves or our subcontracted suppliers, the delivery period shall be extended by the duration of its impact. If this were to continue for more than 6 months, then both we and the client can withdraw from the contract.

5. Over or short deliveries

The right is reserved to make over or short deliveries of up to 10% for orders above 5,000 units, or 20% for orders below 5,000 units.

6. Tools

In every case, all tools, with the exception of those supplied by the client, are our property.

If subsequent modifications are requested by the client these will be billed separately and new delivery dates agreed. If the promised quantity is not accepted within the agreed period, we reserve the right to claim reimbursement for tool costs not covered.

7. Quality and sampling

Samples will be submitted on request for new orders, changes in materials or tool modifications.

The approved outturn samples or drawings are definitive for determining the quality and execution of the products. The test value AQL 1.0, DIN ISO 2859-1, test level 1, is definitive for determining the quality of the units to be supplied.

The client bears sole and full responsibility for the correct, constructive design of the products and their practical suitability, incl. materials.

Any further processing of the workpieces by the client shall preclude the subsequent assertion of claims for defects.

8. Regulatory requirements

As the client, you have an obligation to inform us of your regulatory requirement, separately in writing with every order.

9. Defects in delivery and liability

Notifications of defects must be reported to us in writing within 14 days after receipt of the goods. To enable us to assess a complaint in accordance with Point 7, an appropriate consignment of samples of the parts forming the subject of the complaint, or the entire delivery, must be returned to us in its original packaging via the cheapest method of transport. If a claim proves to be justified we shall provide replacement free of charge through repair or new delivery, or issue a credit note for the invoice amount or the reduced value. Any further claims by the client of any kind whatsoever, in particular for reimbursement of losses which have not been incurred on the delivery item itself,

such as consequential losses, lost profits, lost production or to cancellation of the contract, are excluded. Replaced or indemnified goods become our property. Repairs to parts which have been carried out without our consent, as well as improper handling, shall result in the loss of any claims against us for defects. The warranty excludes damage which is not attributable to the failure to meet standards of quality which are customary for the sector, such as e.g. normal wear and tear, faulty maintenance, failure to comply with operating regulations, incorrect use, excessive stress as well as due to other reasons for which we are not responsible.

10. Protected rights

Insofar as the client provides us with products based on designs, drawings or samples, or we have to supply products based on other information, the client guarantees that no intellectual property rights of third parties are breached by the manufacture and supply of the said parts. The client shall assume all losses that may arise from a breach of third party rights.

11. Transfer of risk

The risk is transferred to the client in any event when the products leave the supply plant. If acceptance or dispatch is delayed as a result of action by the client, then the risk is transferred to it from the date of handover or date on which the goods are ready for dispatch.

12. Place of performance

The place of performance for all obligations arising from the legal relationship between the client and ourselves is our company's registered office. The legal relationship is subject to Swiss law.

13. Place of jurisdiction

The place of jurisdiction for the client and the supplier is the registered office of the supplier.

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