

General conditions of sale and delivery

1. General information

- 1.1 These general conditions of sale and delivery, cancel and replace all conditions of purchase.
- 1.2 These general conditions apply to all our sales and deliveries of merchandise and to all our services.
- 1.3 They are accepted by the customer when any order is placed and are applicable to all future business relations even without being expressly renewed.
- 1.4 All exceptions, modifications or additional conditions are only valid if accepted in writing by Mecatix.

2. Preliminary offers

- 2.1 If the technical request is insufficient, the preliminary offer shall be made subject to change in price, assortments or technical modifications.

3. Offers and preliminary offers

- 3.1 Unless confirmation to the contrary, the offers are valid 30 days.
- 3.2 They must not be made known to third parties without our written agreement.

4. Scope of the delivery and services

- 4.1 The deliveries and services to be provided or certain costs are definitively described in the offer or in the order confirmation.

5. Lead time

- 5.1 The lead times are confirmed in writing. Any request to modify a lead time must be made in writing and confirmed by Mecatix.
- 5.2 Partial deliveries can be envisaged, but they may lead to a price modification.

6. Contract conclusion

- 6.1 The contract is deemed concluded upon receipt of the order from the customer.
- 6.2 An order confirmation is sent to the customer within 7 days for verification, since it determines the scope and execution of the order.
- 6.3 The purchaser must raise his objections within 5 days as of the order confirmation.
- 6.4 In the case of an order with delivery on call, the delivery orders must be given in such a way that the last delivery can be made at the latest 12 months after the order date. This shall be defined in the offer and the order confirmation.

7. Modifications, cancellations

- 7.1 The requests to cancel or modify orders in progress are only taken into consideration with our written consent.
- 7.2 In the case of modification in the quantities, dimensions or raw materials, the customer assumes the costs of the required supplies and tools and the production costs for the blanks or finished pieces.
- 7.3 If the purchaser is late in accepting the object, Mecatix reserves the right to invoice the merchandise and to store it, the purchaser bearing the risks, and, at the expiry of an additional time limit for acceptance, to request the termination of the contract and to claim damages or the total amount of the order.
- 7.4 In the case of order cancellation, the customer assumes all the costs stemming from thus.

8. Drawings, models, tools

- 8.1 If the nature of the ordered object requires a plan or a description, this must be attached to the call for an offer and to the order.
- 8.1 The customer who orders an object based on drawings, models or samples, provides Mecatix with the guarantee that it owns all the rights, patent, etc.
- 8.3 The developments, drawings and prototypes that Mecatix executes remain its property and must not be passed on to third parties without written agreement.
- 8.4 The tools belong to Mecatix which can dispose of them at any time.

9. Quality and guarantee

- 9.1 Mecatix guarantees the quality of its products (when used appropriately) for 12 months as of delivery.
 - 9.2 The customer is bound to carefully check the merchandise upon reception and to note in writing any defects that it may observe within 10 days as of reception of the merchandise.
- Only the complaints referring to a drawing part of the specifications shall be considered

to be justified.

9.3 If the complaint is justified, Mecatix can either provide a replacement free of charge or credit the customer with the corresponding amount.

9.4 The customer must ensure that the Mecatix products are used for the correct application (e.g. couple, reverse pieces)

9.5 The guarantee does not cover damage ascribable to normal wear, bad maintenance, bad application, etc.

9.6 A technical improvement may be made without the customer being notified.

10. Appendix

10.1 The carriage costs, packaging costs, customs duties, etc. are not included (ex-works) except if otherwise agreed in the offer and on condition that this is valid.

11. Price and payment conditions:

11.1 Unless otherwise agreed, Mecatix must be in possession of the total amount invoiced at the latest 30 days after the invoice date.

11.2 No late payment shall be tolerated.

Measures may be taken the day after the expiry of this time limit, e.g. blockage of deliveries, interest, etc.

11.3 The payments must be made to Mecatix, without deduction of discounts, costs, taxes, customs duties, bank charges, etc.

12. Reservation of ownership:

12.1 Mecatix remains the owner of all the deliveries for as long as it has not received the full payment specified in the order contract.

12. Subsidiary right

12.1 For anything that is not described in this contract, the requirements of the Swiss Code of Obligations shall be applicable.