

1. Conclusion of the Contract

Only written purchase orders and written confirmations of orders are binding. The contract has to be deemed concluded and effective upon receipt of a duly signed and stamped copy of the order by the Supplier. Any modifications made by the Supplier to the order shall only be valid after prior and written acceptance by MIKRON. Acceptance of deliveries or payments made by MIKRON shall in no way be interpreted as an acceptance of any of the Supplier's conditions. On the contrary, MIKRON shall consider the work performed by the Supplier as the subsequent acknowledgement of all of the present purchasing conditions also in the case where the Supplier had previously formally raised objections or referred to other conditions in the confirmation of order.

2. Prices

The price is fixed and includes any and all additional charges incurred for the delivery of the commodities to the receiver's address indicated by MIKRON, carriage paid and unloaded, import duties excluded.

3. Delivery time, Delay in delivery

The delivery terms and the time scheduled in the order are strictly binding. Deliveries and time schedules are performed if the product has been delivered together the documentation at the the place of destination. Earlier or partial shipments can only take place after a prior written agreement with MIKRON. All of the shipments which are delivered before the specified delivery time will either be rejected or stored by MIKRON at the Supplier's cost. In the event of delays, the Supplier shall answer in compliance to the Swiss Code of Obligations. Technical documentation is subject to mentioned terms. In addition to any claim for damages, MIKRON has the right to claim to the Supplier a contractual penalty in the amount of 1% of the total price of the order for every week of delay, up to a maximum of 5% of the agreed total price of the supply.

4. Transport, Packing

Transport conditions indicated in order are binding, also in the event of carriage paid delivery (DAP Incoterms 2010). The insurance of the gross invoice amount is charged to the Supplier. Invoiced returnable packaging shall not be paid for but returned, carriage paid. The Supplier shall be liable for any transport damages due to inadequate or unsuitable packaging. The material used for the packaging must respect the environment. MIKRON reserves the right to return the packing material to the Supplier for the disposal at the expense of the latter.

5. Invoice, Payment

The invoice shall be sent by separate mail to the address of MIKRON indicated on the order. The payment shall be made after receipt of the invoiced merchandise at the place of destination either within 90 days net or within 60 days with a 2 % discount on the total gross taxable amount mentioned in the invoice.

6. Warranty

The Supplier grants the warranty of title, quality and fitness of the goods. The Supplier warrants that the goods delivered are faultless and suitable for the purposes for which they are manufactured, respectively for the use indicated by MIKRON. The guarantee period is of 24 (twenty-four) months after the delivery of the goods at MIKRON site. MIKRON is not bound to carry out any quality controls on the delivered goods, not even of samples. Complaints may be lodged at any time within the full guarantee period before and/or after processing and/or resale of the goods. However, defects must be reported to the Supplier immediately after having been noticed. The complaint shall be duly submitted in writing to the Supplier or confirmed in writing after verbal communication. In the event of a guarantee claim because of deficiencies of the supplied goods, MIKRON shall have the right alternately to claim for the replacement of the defect goods, the repair, a reduction of the sales price or the supply of other goods corresponding with the order, either with or without request for direct or indirect damages. MIKRON shall be entitled to make use of this legal remedy either uniformly for the entire order or individually for each specified part of the order.

7. Product Liability

The Supplier shall provide adequate product liability insurance for any personal and / or property damages. The Supplier must inform MIKRON immediately and in writing about any issues may arise out his products. The Supplier is obliged to provide any service or assistance to MIKRON including the supply of any technical information, and granting the right of inspection, free of charge. MIKRON shall keep all the information disclosed by the Supplier with adequate confidentiality and diligence. Supplier shall keep MIKRON harmless from any damage to property or injuries to person which may arise out by acts or omissions made by the Supplier or by its employees, which may also imply MIKRON liability.

8. Product Conformity

With the acceptance of the order, the Supplier confirms that his product meets the applicable prescriptions of the European Union (EU). The Supplier agrees to provide, at his own expenses, all necessary declarations such as proof of conformity and other documentation in a adequate number of copies either on paper or by documents sent electronically. Furthermore, if necessary, the Supplier shall be compliant to international standards or to the standards of other Countries, such as U.S.A. and China. The Supplier agrees to allow MIKRON, at its first request, to inspect risk analyses, safety concepts and other relevant documents pertaining to the safety of the delivered product and, if needed, to provide copies of them to MIKRON.

9. Intellectual and Industrial Property, Confidentiality

Drawings, patterns, matrices, samples, as well as all other documents made available to the Supplier, remain the exclusive property of MIKRON. They may not, without prior written consent of MIKRON, used, copied or disclosed to third parties. Tools, fixtures and patterns totally or partially paid by MIKRON shall remain the property of MIKRON and Supplier grants that they shall be appropriately stored and insured fully against all risks. Furthermore, without the prior written consent of MIKRON, they may not be modified or destroyed. MIKRON shall be entitled to claim the delivery of such items at any time by payment of the settlement. The relationship between MIKRON and the Supplier is subject to confidentiality. The Supplier is not allowed to manufacturer and/or sell to third parties the products manufactured with drawings or technical specifications received by MIKRON without the prior written consent of MIKRON. Such limitation applies also to the products subject of the purchase order. Copyrights, trade marks and the registered brand names of MIKRON can be used only against prior written consent of MIKRON.

Programs or software supplied together with the products are granted with a free, world-wide, exclusive and perpetual license of use, including the rights of transfer to any third party. Such programs or software are provided in the last release and together with the documentation and user guide.

10. Applicable Law and Competent court

Any relationship between MIKRON and the Supplier shall be subject to Swiss law exclusively.

Any disputes shall be definitely decided by the competent Court in the Country where MIKRON has its registered office. However MIKRON is entitled to sue the Supplier at the competent Court where the Supplier has its registered office.

MIKRON SA BOUDRY

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Switzerland

Diese Einkaufsbedingungen sind auch in Deutsch erhältlich/ Queste condizioni generali d'acquisto sono disponibili in italiano/ Ces conditions générales sont aussi disponibles en français:

<http://www.mikron.com/terms-and-conditions/>