

Machine installation terms and conditions

I. General information

1. These machine installation terms and conditions are valid for all the installation executions provided by MIKRON's service centre on MIKRON machines. Any modifications as well as amendments, additions or different general terms requested by the client will only be valid if expressly accepted in writing by MIKRON.
2. In the absence of other agreements, the "General conditions covering the sale and installation of machines" apply to the supply of machines and accessories; the "Terms of supply of spare parts" apply to the supply of spare parts.
3. This Machine installations terms and conditions are also available on Mikron website <http://www.mikron.com/terms-and-conditions/>.

II. Conclusion of the contract

1. All agreements and relevant declarations of parties, as well as the modifications, must be in writing and signed by MIKRON to be valid.
2. The quotation and its attachments are purely indicative for the client and they must not be considered as an agreement of the characteristics or as acceptance of a guarantee concerning the specifications of the commodities or services described. Disclosure of the quotation and its attachment to any third party is admitted only against prior MIKRON written consent.

III. Scope of Installation

1. Mikron shall be bound to perform the installation only in accordance with this terms and conditions and those set forth in the contract. It will be carried out in accordance with the instructions and MIKRON directives related to the machine or systems in question. MIKRON is authorized to choose whether to use their own personnel or to engage a third party to carry out the work. The engagement of a third party will not alter the commitment of MIKRON or the client under this contract in any way.
2. Any requests from the buyer for modifications and/or variations must be submitted in writing. MIKRON reserves the right to accept the customer's request after checking for feasibility of the modifications and/or variations. The costs and charges necessary for making the modifications and/or variations shall be borne exclusively by the buyer. The parties shall determine the new installation completion date duly considering the times required for implementing the modifications and/or variations.
3. Without express permission from MIKRON it is forbidden for the client to employ MIKRON personnel in work and performances that are not covered by the installation contract.

IV. Working hours

1. Normal working hours are 40 hours per week, equal to 8 hours per working day.
2. Working hours exceeding the normal 8 working hours are considered overtime.
3. Working hours between 8 p.m. and 6 a.m. are considered night work.
4. Work carried out between 00:00 and 24.00 of Sunday and MIKRON local holidays are considered as Sunday work. Our personnel are only authorized to carry out work on Sundays and holidays for urgent matters with prior MIKRON's written consent.
5. The time for the preparation and the completion of the installation, will be invoiced according to the MIKRON price list depending on the amount of work carried out.

V. Waiting time

If the personnel are obstructed in carrying out the work or detained on completion of the work for reasons that cannot be attributed to MIKRON, the time lost will be considered waiting time and will be calculated as normal working hours, overtime or Sunday work according to the time frame set in article IV.

VI. Installation completion date

1. A deadline or a date for installation completion is only compulsory if accepted in writing by MIKRON. The deadline shall be deemed met at the time when MIKRON advises that the machines and the plants are held ready for the Acceptance test. This provision applies even in cases some non-relevant elements are missing, some adjustments are required or when the machines cannot be activated for reasons that cannot be attributed to MIKRON. Notwithstanding above installation shall be considered terminated if the machine is put into operation for the production, or in the absence of notices by the client within four days after the end of the work of MIKRON.
2. MIKRON is only bound to respect the installation completion date if the client has complied with all the commitments included in the contracts with MIKRON when he provided all documents necessary for completing the contract including obligations set forth in article VII and VIII.

The installation completion date will be proportionally extended when the client does not perform its obligations irrespective if he is in moratorium. In the event of failure in payment MIKRON retains the right not to proceed to the installation performance until full payment of the amount due or, to terminate the contract and withhold the advance payments received from the client by way of compensation for the performance of part of it, without prejudice to the demand for compensation for any damages suffered.

3. The installation completion date will be suitably extended in case of impediment owing to force majeure or exceptional circumstances, or when obstacles arise that are outside of MIKRON's control, whether they may occur with MIKRON, the client or third parties. These types of obstacles include epidemics, mobilization, events of war, revolts, industrial unrest, natural events during operation, institutional provisions, bans on import, export, transit, carrier's interruptions, delays or default etc. The consequences and deriving costs shall be subdivided in proportion to the damage incurred by both parties. The beginning and end of significant impediments will be communicated to the client by MIKRON in the shortest time possible.
4. No compensation for damages, indemnities will be due for delays in the installation and supply save for MIKRON gross negligence and wilful intent. MIKRON shall not be responsible for delays from third parties suppliers prescribed or appointed by the Customer, which delay the performance of any services.
5. If the beginning of the installation is delayed for reasons attributable to the client, the latter must still perform the payments based on the terms of installation foreseen in the contract. In default, all the agreements related to the machine installation terms and conditions cease to be valid; MIKRON is authorized to suspend or withdraw from the contract, request increased prices, supplying suitable justificatives, and withhold the advance payments received from the client by way of contractual penalty without prejudice to the demand for compensation for any damages suffered.

VII. Auxiliary labour and installation material

MIKRON will inform the client in good time, before work begins, of the auxiliary labour, installation materials and other equipment that must be supplied free of charge by the client to enable the installation order to be carried out. Failing this, he must bear the extra costs necessary for the substitute supply by MIKRON. In this case MIKRON retains the right to claim an advance payment.

VIII. Auxiliary tools, means

1. MIKRON will provide all the tools required for the installation. The client, at his own expense, must provide a lockable room for storing such equipment. On completion of the installation the tools and objects provided by MIKRON must be returned to MIKRON at the client's expense.
2. The client must ensure that the machine and systems are clean and are freely accessible to MIKRON personnel. Client shall inform MIKRON about the risks in relation to the safety and conformity of equipment and premises where MIKRON will carry out the work.

IX. Warranty

1. The warranty period is three (3) months from the date of completion of the work by Mikron. The client shall immediately notify in writing to MIKRON the defects detected or discovered, failing which the entitlement of the warranty shall lapse. MIKRON shall not be liable and the warranty action shall be, however statute-barred after the above mentioned three (3) months.

The warranty period and the contract '*Warranty extension to 24 months*' do not include parts subject to normal wear and tear such as, but not limited to, cam followers, belts, clamping jaws as well as collets, etc.

Spindles warranty is twelve (12) months or 2500 working hours, beginning from the date of shipment of the machine supplied by MIKRON or from the date of purchase of a new spindle.

2. The warranty presumes that works are performed and spare parts will be assembled by MIKRON's authorized technical staff. Moreover, MIKRON accepts no liability- and the warranty shall become void. In the event of mishandling by the client or third parties and particularly in the event of inappropriate, improper or careless use, incorrect or third parties installation or start up, failure to comply with the instruction of use and with safety rules, natural wear and tear, lack of regular maintenance and use of other than original MIKRON spare parts, inadequate operational means or materials, inadequate area of facility where the object of the contract located, influence by chemical, electronic or electric agents. The warranty shall also not apply for any failures and defects not attributable to MIKRON or not traceable to defective or imperfect installation.
3. Barring any additional claims, before the end of the warranty period and if the claim turns out to be justified, MIKRON undertakes to repair at its own discretion and in reasonable time, the installation performances because of demonstrable defects in construction or performance. The client must allow MIKRON the time needed to do all the work it deems appropriate. The warranty is fulfilled with repair or replacement. Repair works, spare parts or

components replaced or repaired, do not entitle to an extension of the original warranty given with the supply.

4. For supplies and services from third parties or sub-contractors, inclusive of any mandated by the client, MIKRON shall be liable only within the limits, timeframes and consistent with the warranty terms of such third parties and sub-contractors.
5. Unless otherwise agreed, for the groups overhauled by MIKRON at his site or at the client, the warranty period is six (6) months starting from the completion date of the overhauling or at the latest, from the date of shipment by MIKRON.

X. Prices and payments

1. If not otherwise agreed, MIKRON performances are calculated in hours according to the price lists in force at the time in which the order is carried out.
2. "Travelling time" is the time taken to travel to and from the place where the installation is executed, as well as the time to find the accommodation and the time taken to travel between the accommodation and the place of installation, when there is a considerable distance between these places. Travelling time is considered working hours according to the time frame set in article IV and based on price list valid time to time by MIKRON.
3. The travel and lodging expenses incurred are calculated in accordance to the effective expenses spent.
4. Unless otherwise agreed, the price must be paid by the client to Mikron bank account without any deduction and in the currency valid at MIKRON place, at the latest 7 days before the execution of the work. The final and settlement price will be indicated at the end of the work, immediate payment unless otherwise agreed
5. If MIKRON is informed of a substantial deterioration in the client's economic situation or if detrimental factors arise concerning the client, they may request advance payment or guarantees, for the full amount or part of it, or rescind the contract and keep the advance payments received from the buyer by way of compensation for the service or part of it already rendered, without prejudice to the demand for compensation for any damages suffered.
6. The client is not permitted to retain payments or compensate any rights to counterclaims contested by MIKRON or to claim retaining rights on the supply or related to the supply.
7. The partial payments made do not accrue interest and their deposit does not consist in a penalty authorizing the client to rescind the supply contract.

XI. Fiscal and social obligations

If the presence of installation personnel should generate any type of fiscal obligation as well as social obligations and social security obligations in the place of installation, the relative contributions will be paid by the client, who must fully reimburse any advanced payments made by MIKRON.

XII. Sickness and injury

MIKRON insures its staff against sickness and injury. If regulations in force in the place of installation require an additional insurance policy to cover MIKRON staff, the client must provide for this and bear the cost of it.

XIII. Safety regulations in the place of installation

1. All installation work is carried out in accordance with the regulations applied by the European Union. In the event of installation work to be carried out outside the EU, the client must inform MIKRON in writing, no later than the date of order confirmation, of any different rules and regulations.
2. If the client fails to inform MIKRON of different rules and regulations in force or gives false information at the time in which the order is awarded, the client must bear the cost of any modifications, subsequent supplies or other corrective action that MIKRON may have to provide for.
3. The client must guarantee a safe workplace for MIKRON staff during the execution of the work. In any case, MIKRON staff are authorized to suspend or interrupt the work if safety at work is not guaranteed. The client must reimburse MIKRON for any damages that may derive from such an event, in addition to the contractual working hours and any related expenses.

XIV. Software

1. If the extent of the installation also includes the supply of software, the non-exclusive right to use the software supplied is conceded to the client, including the relative documentation. This right is conceded for exclusive use only for the object of the supply. It is forbidden to use it for more than one system. It is forbidden to concede sublicenses.

2. The client may only reproduce, re-elaborate, translate the software or convert the object code to source code for uses permitted by the law. The client must not remove the manufacturer's indications, the copyright references, and must not modify them without explicit prior consent from MIKRON.
3. All other software and documentation rights, copies included, are the property of MIKRON or the software supplier.

XV. Final provision

1. Unless otherwise agreed all instances of contractual violation and the legal consequences arising therefrom and all the client's rights, regardless of the reason for which they are asserted, shall be definitively governed by this "Machine Installations Terms and Conditions". Barred are the rights of reparations, damage, refund, of price reduction, of withdrawal from or termination of the contract that have not been expressly set forth in the aforesaid Terms. There are positively no rights for the client to claim direct, indirect or consequential damages such as but not limited to loss of production, loss of use, loss of orders, loss of profits, loss of business, etc.
2. MIKRON shall not be subjected to any contractual or extra-contractual liability unless caused by wilful intent or gross negligence. In no case the liquidated damages that may be owed by MIKRON for any damages provided by the client shall exceed the amount equal to 5% of the value of that part of Installation performance which was not in compliance with condition and terms set forth in the contract. MIKRON shall not be liable in any way for action by auxiliary personnel.
3. In the event of contract termination by client's will or order cancellation for convenience, MIKRON shall be entitled to withhold the advance payments already received; to demand the residual part of the contract as indemnity for the activities and part of the performance already executed and to demand reparation for the damages incurred.
4. Defects, lack of quality or of relevant specifications shall not entitle client to terminate the contract or cancel the order. Client shall grant MIKRON the necessary time and opportunity for reparation in compliance to section IX above. Should such cure turn out impossible in full or in part, the client should only be entitled to a suitable price reduction which cannot exceed the amount set forth in paragraph 2 of this section.

XVI. Place of jurisdiction

1. The legal relationship between the client and MIKRON shall be exclusively governed by and constructed in accordance with the laws of Switzerland. The uniform UN law of sales (CIGS – 11.04.1980) shall not be applicable.
2. The place of jurisdiction shall be exclusively the Court where MIKRON has its registered office. However, MIKRON is entitled to sue the client at the competent Court's place at client's registered place of business.

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