

General Terms and Conditions for Cutting Tools

1. Scope of application

For all the orders received shall be valid only the following conditions. Exception or amendments made to the general condition of sale, in particular specific condition of the customer are valid only if agreed in writing.

The present conditions of sale shall be binding for both parties for all orders accepted from Mikron Tool SA Agno. Nevertheless these can be modified at any time. In this case will therefore be valid the last update of the General Conditions of Sale available on the site www.mikron.com/conditions.

2. Prices

In the absence of agreements on the clause Incoterms 2010, all prices are packing excluded, excluding VAT, FCA Mikron Tool SA Agno, shipping costs, customs charges and any other taxes are excluded.

3. Delivery terms

In the absence of agreements on the applicable clause Incoterms 2010, the term of delivery shall be considered at the time in which is communicated from Mikron Tool SA Agno that the goods are in stock at Mikron Tool SA Agno and available to the customer – FCA Agno (Incoterms 2010). For items not available in stock, are valid the conditions written in the order confirmation. In case of delayed delivery, as a general rule, the purchaser has no right to compensation for damage or to recede from contract.

4. Shipment

FCA Agno, unpacked at buyers risk and peril. On request Mikron Tool SA Agno covers the transport insurance at purchaser's expenses.

5. Quantity

For custom-made tools the ordered quantity may vary:

- for orders up to 20 pieces by +/- 2,
- for orders from 21 up to 39 pieces by +/- 3 and
- over 40 pieces by max +/- 10%.

The billing is based on actual quantity delivered and on the prices for individual item agreed at the time the order is placed.

6. Complaints

Possible complaints must be sent written within 8 days from the receipt of items.

Defective tools will be replaced or reimbursed, in accordance of the decision of the producer. Excluding any contractual and non-contractual liability of Mikron Tool SA Agno except that it is an official fraud or serious misconduct.

7. Payment

Payment terms are agreed with Mikron Tool SA Agno representative and stated in the blanket order, If not agreed otherwise, terms are 30 days net. Minimum amount per order is EUR 100.- / CHF 150,-

8. Industrial & intellectual property

Mikron Tool SA Agno is responsible for the design of the all presented tools. The given prices do not include the transfer of intellectual property to the customer. Each contracting party reserves all rights to calculations, plans and technical documents given to the other party.

9. Modification

Special tools are manufactured according to the latest drawing available at Mikron Tool SA Agno. Any subsequent changes are made at customer's costs.

10. Applicable law

It is applicable exclusively the Swiss legislation. The venue of sole competent jurisdiction shall be the Courts in the place in which the registered office of Mikron Tool SA Agno is located.