

1 General

- 1.1 The contractual relationships between Posalux SA ("the manufacturer") and the customer are subject to the present general business conditions ("GBC"). Other regulations, in particular the general business conditions of the customer, are only accepted by written agreement of the manufacturer.
- 1.2 Changes to the GBC need to be made in writing and need to contain explicit reference that the GBC of the manufacturer shall be altered.

2 Terms of contract

- 2.1 A valid contract between the manufacturer and the customer requires an order confirmation signed by the manufacturer.
- 2.2 Requirement specifications or correspondence between manufacturer and customer are not part of the contract unless explicitly approved in written by the manufacturer.
- 2.3 Manufacturer and customer remain the owner of copy rights of their data and drawings.

3 Delivery date

- 3.1 The delivery date agreed in the order confirmation is valid.

4 Risk exposure / Reservation of proprietary rights

- 4.1 Unless otherwise defined in the order confirmation, manufacturer shall provide insurance from the manufacturer site to the customer site.
- 4.2 The manufacturer has retention of title of the products until receipt of full payment.

5 Warranty terms

- 5.1 The warranty period for machines is 12 months, starting from the date acceptance, however, in any case not longer than 15 months starting from the date of delivery. The delivery of spare parts during the warranty period shall not extend the warranty period.
- 5.2 For second hand parts and repaired parts the warranty period is 6 months, for new spare parts 12 months, starting from the date of delivery.
- 5.3 The warranty does not cover damages resulting from inappropriate operation, such as the failure to comply with the required maintenance or the exceeding of specified limits.
- 5.4 The liability of the manufacturer is limited to the supply of spare parts and to the fulfillment of performance as agreed in the contract. The manufacturer's liability for compensation of consequential losses, in particular of loss of profit, is expressly excluded.
- 5.5 The warranty forfeits if no original spare parts of the manufacturer are used.
- 5.6 The free phone support is only provided for original parts purchased from the manufacturer.

6 Withdrawal

- 6.1 In case the customer withdraws from the contract without any fault of the manufacturer before the beginning of the production, the customer shall pay a compensation of 10% of the sales price.

- 6.2 If the withdrawal is made after the beginning of the production, the compensation to be paid to the manufacturer shall be based on the status of the production plus 30% of sales price. The manufacturer shall credit back to the customer any advantages of a resale to a third party.

7 Payments

- 7.1 All payments of the customer are payable without any discount, cash discount or any further deductions at the conditions and due dates as confirmed in the order confirmation. Transaction fees for payments shall be borne by the customer.
- 7.2 The right to set-off is excluded.
- 7.3 Delayed payments are subject to interest based on the LIBOR interest rate plus 4%, payable quarterly.

8 Applicable law and jurisdiction

- 8.1 The contract between the manufacturer and the customer is governed by Swiss Law, under exclusion of the Vienna Convention on the International Sale of Goods.
- 8.2 The courts of Biel/Bienne, Switzerland, shall have exclusive jurisdiction.

Appendix

a. Special regulations for PCB spindles

For spindles delivered as new spare parts, the warranty period is 12 months or 6000 hours, which occurs first. For repaired spindles, the warranty period is 3 months or 1500 hours, which occurs first.

Each returned spindle must be accompanied with a drill bit in the collet and detailed description of the failure. The following damages are excluded from the manufacturer's warranty:

- rotor sized
- collet torque loss
- damage at the body part of the spindle
- rust

Any defective spindles shall be returned exclusively to the manufacturer or to a service center designated by the manufacturer.

The customer has the right to request for a premature replacement of a spindle under warranty. To do so, the customer shall provide the manufacturer with an order number for which manufacturer shall issue an invoice first and, thereafter, once the warranty case is approved, a credit note to the customer.

b. Special regulations for electronic parts for EDM

The ambient temperature for electronic parts (generator included) shall never exceed 35°C during one time period of 24 hours. Under these basic conditions the life span amounts to ≥ 10 years with a one shift operation, which corresponds to a life span of 4 years with full 3 shift operation.

Warranty terms:

Period of operation < 12 months: free of charge.

Period of operation ≤ 4 years: the customer bears the repair costs and receives for it 3 months warranty.

Period of operation > 4 years: the customer bears the repair costs, the manufacturer does not warrant for the repair.