

1 General

- 1.1 The contractual relationship between Posalux SA (hereafter called "the manufacturer") and the customer are subject to the present General Business Conditions (hereafter called "GBC"). Other regulations, in particular the general business conditions of the customer, are only approved 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 owners of copyrights of their data and drawings.

3 Delivery Date

- 3.1 The delivery date in the Order Confirmation is valid.

4 Acceptance

- 4.1 On receipt of the machine the customer shall proceed to acceptance testing. The results of the acceptance test will be recorded in an acceptance report to be signed by both the customer and the manufacturer or his representative. If the manufacturer does not receive the results of the acceptance test within 60 days of delivery of the machine, the machine is deemed accepted. The customer is only entitled to refuse acceptance in case of major defects.

5 Risk Exposure / Reservation of Proprietary Rights

- 5.1 Unless otherwise defined in the Order Confirmation, the manufacturer shall provide insurance from door to door.
- 5.2 All rights of ownership are reserved on the products until receipt of full payment.

6 Intellectual Property Rights

- 6.1 The manufacturer is the owner of the registered or non registered intellectual property rights and the know-how in the machines purchased by the customer and in any part thereof, including any embedded or delivered software, even if such intellectual property rights have been created in fulfillment of the obligations resulting from the contractual relationship between the parties.
- 6.2 The customer represents and warrants that it will not infringe, or allow third parties to infringe, the registered or non registered intellectual property rights and the know-how in the machines purchased by the customer and in any part thereof, including any embedded or delivered software and that it will not, in particular (a) copy the machines of the manufacturer or any part thereof, (b) copy, use, modify any software embedded in the machines or delivered by the manufacturer, or reverse engineer the object code into source code, (c) not produce any spare parts for the products of the manufacturer and (d) not produce any product competing with the products of the manufacturer.
- 6.3 The present clause shall survive termination and/or fulfillment of the contractual relationship between the parties.

7 Warranty terms

- 7.1 The warranty period for machines is 12 months, starting from the date of 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The warranty forfeits if no original spare parts of the manufacturer are used.
- 7.6 The free phone support is only provided for original parts purchased from the manufacturer.

8 Limitation of Liability

- 8.1 In the case of intent or gross negligence, the parties will be liable for unlimited damages arising out of the incorrect performance or non-performance of their obligations.
- 8.2 In case of slight negligence, the liability of the parties will be limited to the total amount due under the contractual relationship. The liability of the parties is excluded for indirect and consequential damages, such as, amongst others, loss of profits.

9 Confidentiality

- 9.1 The customer shall treat as confidential any trade secrets and all information received from the manufacturer, which it recognizes or should recognize as being confidential. In particular, the customer shall treat as confidential all information related to the machines, the parts thereof and the embedded or delivered software. The present clause shall survive termination and/or fulfillment of the contractual relationship between the parties.

10 Withdrawal

- 10.1 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.
- 10.2 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.

11 Payments

- 11.1 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.
- 11.2 The right to set-off is excluded.
- 11.3 Delayed payments are subject to interest based on the LIBOR interest rate plus 4%, payable quarterly.

12 Modifications to Order Confirmation

- 12.1 Any modification to the order confirmation shall only be binding for the parties if made in writing.

13 Applicable law and jurisdiction

- 13.1 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.
- 13.2 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 seized
- 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.