

General Terms and Conditions of Sale and Delivery

The present General Terms and Conditions of Sale and Delivery (GTC) by Precision Swiss Parts AG CHE-382.839.418 (hereinafter " Precision Swiss Parts AG " or "we" / "us") shall be binding in contracts for all services rendered and goods delivered by Precision Swiss Parts AG. In no event shall they apply to work performances or service work.

1. Application

Provided that no changes were made to the present terms and conditions and that no amendments were added to them by any written agreement, these terms and conditions shall have absolute validity for all sales contracts. Other stipulations, terms and conditions specified in customer documents shall be valid only after we have accepted them in writing.

2. Offers

All our offers are non-binding and remain valid for 30 days. If the offer or the purchase order is accepted, the present GTC are considered as accepted by the customer. We reserve the intellectual property right and the copyright to all drawings and other documents created by us and the copyright to all samples and designs. They must neither be utilized nor made accessible to third parties without our approval.

3. Conclusion of a contract by order confirmation

An order shall be effective only after we have accepted and confirmed it in writing (conclusion of a contract). The delivery as such shall also be deemed an order confirmation constituting a contract. Unless otherwise requested by the customer, the tolerances customary in the trade and the DIN standards in the respectively current version shall apply.

4. Prices and terms of payment

Unless otherwise agreed, all prices are in Swiss Francs (CHF), net, ex works (EXW, Incoterms 2021 – Ipsachstrasse 10, 2560 Nidau, Switzerland), without insurance, without packaging and excluding VAT. The prices are fixed; however, the company Precision Swiss Parts AG has the right to adjust the prices for deliveries not yet made in case of changes in the relevant basis of calculation.

The invoiced amounts are prepaid before delivery, net and without discounts or other deductions. Possible discount charges and bank service charges shall be borne by the customer. Offsetting of any counterclaims of the customer against our receivables is excluded. It is inadmissible to assign claims against us. Payment must be made irrespective of any failure to deliver or of alleged counterclaims. It is inadmissible to retain payment.

Under certain conditions, Precision Swiss Parts AG shall request payment within 30 days from the date of invoice, net and without discounts or other deductions.

We are entitled to refuse the remedy of possible defects as long as the customer hasn't met its obligation to pay. The purchase price shall also be payable if the customer is in default of acceptance. If it fails to meet the period allowed for payment, the customer will be in default without further payment reminder on the part of Precision Swiss Parts AG. In case of default in payment, we reserve the right to charge default interest to the amount of 5% above the discount rate of the Swiss National Bank. Collection expenses to the amount of CHF 20.00 are charged for each payment reminder.

The effect of the customer being in default of payment is that all Precision Swiss Parts AG claims against this customer become payable immediately. The non-observance of payment terms authorizes Precision Swiss Parts AG to cancel the contract and claim damages. Precision Swiss Parts AG is also entitled to cancel the contract and to demand goods back from the customer if the ownership of these goods has passed to the customer before the payment of the purchase price. The customer has no right of retention.

5. Tool costs

In a broader sense, cost sharing as regards the tool costs is used to cover the development, design and tooling costs. Shares of the tool costs are calculated separately from the parts price. They are due for payment within 10 days after the confirmation of the order. The tools remain our property and, in our possession, even if the customer has paid a share of the tool costs. The costs of repair and proper storage are for our account, the costs of renewal and of changes due to the drawings are for the account of the customer. If no new order is placed within a period of five years, we are entitled to dispose tools.

6. Reservation of proprietary rights

The delivered goods remain our property until payment is made in full. The company Precision Swiss Parts AG is obliged to take back the products; the customer is obliged to return them. The property of Precision Swiss Parts AG is not lost with regard to the products processed or resold by the customer; co-ownership as to the new good is acquired, amounting to the open invoice total. The customer shall store the jointly owned goods for Precision Swiss Parts AG. The customer must take out appropriate insurance for the products and must keep them in order on its own expense until full payment. Furthermore, the customer shall take all measures required for ensuring that Precision Swiss Parts AG ownership claim is neither impaired nor made void.

Upon conclusion of the contract, the customer shall in any event transfer its claims from a resale to Precision Swiss Parts AG. The customer is authorized to collect these claims after their transfer. Precision Swiss Parts AG right to collect the claims itself shall remain unaffected by this; however, Precision Swiss Parts AG commits not to collecting the claims as long as the customer properly meets his payment obligations and is not in default of payment. However, if the latter is the case, Precision Swiss Parts AG may demand that the customer announces the transferred claims and their creditors, gives any details necessary for the collection, hands over all related documents and informs the debtors (third parties) of the transfer.

The customer is obliged to participate in the measures necessary to protect Precision Swiss Parts AG property. Upon the conclusion of the contract, the customer shall especially grant Precision Swiss Parts AG its consent to enter the reservation of proprietary rights in the Swiss Public Retention Title Register.

The customer must neither pledge nor assign the delivered products as security. In case of pledging and distraint or other orders by third parties, the customer must immediately inform Precision Swiss Parts AG of this and make available to it all information and documents required to safeguard its rights. Precision Swiss Parts AG proprietary rights must be indicated to executory officers or third parties.

7. Delivery deadlines

We are making every effort to meet our delivery deadlines but we cannot guarantee them. The delivery deadline shall be extended appropriately if impediments occur which cannot be averted by Precision Swiss Parts AG without any further input (in particular strikes and lock-outs), no matter whether these impediments occur with us or with one of our subcontractors or suppliers. Any damage caused by delay remains limited to the value of the delivery. Secondary damages caused by the delay, costs of covering purchases, lost profit and damage due to interruption of business are expressly excluded. Termination of the contract by the buyer due to default in delivery is excluded.

8. Shipment

The recipient shall assume any transport risks as to all our deliveries of goods - even in case of free shipment.

9. Partial delivery, overdelivery and underdelivery

We reserve the right to make partial deliveries. Overdeliveries and underdeliveries of up to 10% of the total delivery quantity are permissible and will be taken into account in the invoice.

10. Changes to the order made by the customer

If the customer makes changes to the orders (dimensions, piece number), it must bear the costs for already pre-machined or finished parts and for the raw material. Furthermore, the customer shall be charged for the machining costs.

11. Inspection and notice of defects

Immediately after receipt, the customer must check all deliveries and delivery items for suitability and serviceability as well as for quantity variances outside the tolerances customary in this line of business. Any notice of defects must be submitted to us in writing without delay and, at the latest, within ten (10) days after the receipt of our delivery and must include a detailed description of the defects found (possible proof must be attached). The obligation to inspect and complain shall not be limited to visible defects. If such a notice of defects is not submitted within the time limit for lodging a complaint, the products are considered to be free from defects in all their functions and the delivery is then deemed to be accepted. Return shipments due to statistical testing are accepted only if the testing basis items have been duly approved by both parties and if a written return shipment permission has been presented to the customer.

12. Warranty, liability for defects

As a basic rule, the statutory warranty regulations shall apply, subject to the following provisions:

As a prerequisite for all warranty claims to be handled, the customer must have sent a timely and formally valid notice of defects as per clause 11 (Notice of defects). Warranty claims shall become time-barred after three months counted from the transfer of benefits and risks.

Warranted properties shall be only those which have been expressly specified as such in the specifications and drawings.

Any damages which were not verifiably caused by improper equipment, faulty design or poor workmanship, e.g. damages due to natural wear and tear, incorrect and unsatisfactory maintenance, transport, failure to observe operating instructions, excessive loads, unsuitable operating equipment, chemical or electrolytic influence, manufacturing or assembly work not carried out by Precision Swiss Parts AG, as well as damages caused by reasons which are beyond the control of Precision Swiss Parts AG, shall be excluded from the warranty and liability of Precision Swiss Parts AG. Precision Swiss Parts AG does not provide warranty for products or semi-finished products delivered by third parties and for the compliance of the products with the public or private-law standards or with the standards of professional associations at the place of delivery or destination.

If the delivered goods turn out to be defective and if Precision Swiss Parts AG is obliged to provide warranty under the above-mentioned conditions, Precision Swiss Parts AG shall, in any case, be entitled to either provide replacement or subsequent delivery in due time ex works (EXW, Incoterms 2021 – Ipsachstrasse 10, 2560 Nidau, Switzerland), or to accept the decrease in value of the delivered goods or to remedy the defects on the product subsequently. Any further claim by the customer due to defective delivery, especially compensation for damages, consequential damages and termination shall be excluded. Substitute performance by third parties at the expense of Precision Swiss Parts AG shall also be excluded.

If Precision Swiss Parts AG decides to remedy the defects communicated, the customer must give Precision Swiss Parts AG the opportunity to do so. Defective parts must be returned to Precision Swiss Parts AG - at Precision Swiss Parts AG request and with its express consent only - at the customer's expense and in the as-delivered condition, if possible in the original packaging. Precision Swiss Parts AG needs a copy of the delivery note and a detailed description of the items of complaint and/or of the measures.

The customer cannot assert any further rights and claims for defects with regard to material, design or workmanship as well as with regard to missing warranted properties.

13. Purchase order cancellation by the Customer

Cancellation of the purchase order during the manufacturing process can only be accepted if the customer agrees to take over the already manufactured or pre-machined parts and to bear the material, development and tool costs as well as all other expenses incurred in the context of the cancellation.

14. Purchase order cancellation by Precision Swiss Parts AG

In case of force majeure or particular circumstances beyond our control, we reserve the right to terminate the contract without any claim to compensation for damages for the customer.

15. Infringement of patents and of other third-party rights

If the customer makes express specifications for the execution of the order, it shall guarantee that third-party rights - in any form whatsoever - are not infringed. The customer undertakes to indemnify us from any third-party claims which may result from such an infringement.

16. Liability for accessory obligations

Although we will inform and advise the customer to the best of our knowledge as regards the use of the goods delivered by us and the design and manufacture of the ordered parts, we shall refuse any liability in connection with suitability and proper use of the goods.

17. Exclusion of further liability of Precision Swiss Parts AG

Unless other liability provisions are agreed upon elsewhere in these provisions, Precision Swiss Parts AG is only obliged as follows to provide compensation for damages incurred by the customer directly due to defective delivery or due to any other reason for which Precision Swiss Parts AG is responsible:

Precision Swiss Parts AG liability to pay damages under any claim whatsoever shall remain limited to the delivery value and mandatorily requires that Precision Swiss Parts AG is responsible for the damage caused.

The liability to pay damages is excluded insofar as the customer, for its part, has effectively limited liability towards its purchasers or could have limited liability but failed to do so. The customer is obliged to agree upon limited liabilities towards third parties to the extent permitted by law, also to the benefit of Precision Swiss Parts AG.

Claims of the customer are excluded insofar as the damage is attributable to non-observance of operating, maintenance, installation and assembly instructions, improper or incorrect use, incorrect or negligent handling, natural wear or incorrect repair for which the customer is to blame.

Precision Swiss Parts AG is liable for damage prevention measures (e.g. recall campaigns) of the customer only insofar as it is legally obliged to do so.

The customer shall immediately and comprehensively inform and consult Precision Swiss Parts AG if it intends to apply such measures. The customer must give Precision Swiss Parts AG the opportunity to examine the case of damage.

The basic principles set out here must be applied correspondingly insofar as there is no or insufficient insurance. Precision Swiss Parts AG product liability is waived to the extent permitted by law.

All cases of breach of contract and their legal consequences as well as the claims of the customer - irrespective of the legal ground on which they are made - are finally settled in these Terms and Conditions. In particular, all claims for payment of damages, price reduction, cancellation or termination of the contract which are not explicitly mentioned are excluded. Under no circumstances shall the customer have any compensation claim for damages which were not caused on the delivery item itself, such as, in particular, loss of production, loss of profit, loss of orders, loss of earnings as well as other direct or indirect damages.

18. Changes to the General Terms and Conditions of Sale and Delivery

The General Terms and Conditions of Sale and Delivery shall apply in the version valid at the time the contract was concluded. Subsequent changes or supplements to these General Terms and Conditions of Sale and Delivery shall become an integral part of the contract if the customer does not object to the changed provisions in writing within 30 days after he was informed about them.

19. Applicable law and place of jurisdiction

In any legal dispute, settlement shall be exclusively governed by the substantive law of Switzerland, to the exclusion of the private international law (solely art. 116 IPRG, that explicitly permits an express choice of law as herein, shall not be subject to this exclusion) and to the exclusion of the so-called Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods CISG). The headquarters of the company Precision Precision Swiss Parts AG is the place of jurisdiction.

In case of doubt, question or misunderstanding, the French version prevails.