

C1-DQ-01-001	C1 Sales	L LUTHY MACHINES SA
	Quality document	
Version: V1	General sales conditions	

1. Basis of the contract

1.1 The present general conditions are an integral part of any contract delivery. Any changes must be agreed upon in text form (in writing, fax or e-mail). They prevail over all terms of purchase of the buyer, unless the seller has acknowledged in writing the binding nature of those.

1.2 Drawings, technical documents, software, etc. that are given to the buyer before or after the conclusion of a contract remain sole property of the seller. Without the agreement of the latter, the buyer cannot use them, copy them, reproduce them or hand them over to third parties. If a contract is not successful, the buyer agrees to give back all these documents to the seller.

1.3 The volume of delivery is based on the contract. Any changes or additions requires a written form, as well as customer-specific requirements when processing tools, especially in the area of tolerances and manufacturing specification and time.

2. Prices/payment conditions

2.1 The prices are in Swiss francs, without packing, net, ex works ("EXW"), without adaptation to the local regulation and requirements of the buyer's home town and country. Written deviating agreements are reserved.

2.2 In general, the payment is made according to the general sales condition, within the agreed time, currency and without any deductions.

2.3 The buyer's payments have a liberating effect as soon as they are credited to the account of the seller. The employees of the seller are not allowed to cash-in and cannot accept any settlement.

2.4 The buyer agrees to pay the purchase price at maturity; any compensation for some claims whether on the part of the buyer is excluded without prior written agreement. According to the contract, claims in abeyance do not release the buyer from his obligation to pay.

2.5 In case of delay of payment from the buyer, the seller may postpone the execution of its own obligations until payment of the amounts due.

2.6 The buyer is in arrears as of the agreed due date, even without reminder, owes interest on arrears of 6% at least annually.

2.7 In the event of late payment for a delivery object not yet in possession of the buyer, the seller shall be entitled to terminate the contract in writing and demand damages.

2.8 In case of delay of payment for an object of delivery already in possession of the buyer, the seller shall be entitled to terminate the contract or demand immediate payment of the whole of the remaining amount. Upon termination of the contract by the seller, the buyer shall return the object of the delivery immediately and franco home to the seller or, at the choice of the seller, at the home of the manufacturer.

In addition, the buyer is required to pay compensation to the seller for the depreciation of all kinds as well as rent. The amount of the compensation for depreciation amounts to 30% of the purchase price for the first year of ownership began, and 15% extra for any other year started. The rent and more amounts to 1.5% of the purchase price per month started on the duration of the possession of the buyer. Finally, the seller charges of mounting, dismantling, transportation, trucking, insurance as well as all other costs. For single copies, the conditions referred to in paragraph 2.7 apply.

2.9 The Buyer acknowledges expressly the appropriateness of these principles of calculation (paragraph 2.7, 2.8), knowing that the right to compensation for wear and higher damage that can be certified remains reserved. The amounts already paid to the seller are taken into account.

3. Reservation of ownership

3.1 The Buyer acknowledges that the seller is the owner of the object of delivery until full payment is received. The seller can register the reservation of ownership in the competent register of reservations of ownership covenants without the agreement of the buyer; in accordance with art. 4 of the order of the federal court, the buyer consents to the registration of property stocks in concluding the contract.

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3.2 Until the transfer of the property, the buyer is not allowed to pledge the object of delivery, to sell or to transport to other locations without written agreement.

3.3 The buyer is obliged to immediately inform the seller of any change of address.

3.4 The buyer undertakes to manipulate the object of delivery according to the requirements with the utmost care, so to perform common maintenance and maintenance provided by the manufacturer.

3.5 Before taking possession of the object of delivery and up to its total payment, the buyer is required to keep the object in an appropriate way against fire, damage caused by natural elements, and others, and covered by an insurance company recognized and located in Switzerland.

4. Time of delivery/delayed of delivery

4.1 If the delivery date is not defined by contract, the delivery period begins on the later of the following dates: - the date of conclusion of the contract - date of clarification of all technical and commercial details - date on which the seller perceives a deposit for the contract.

4.2 In case of delay in delivery for one of the exceptional circumstances referred in paragraph 6.1, at the level of the buyer, the seller or the site of delivery, the delivery time is extended by the duration of the delay. Any compensation on the part of the seller for direct or indirect damages caused to the buyer is excluded.

4.3 A delay in delivery not caused by the buyer or a default of delivery entitles the buyer - as long as an adequate extra delivery time for the seller to be passed without result - to terminate the contract. Insofar as the law permits, the seller cannot be held responsible for direct and indirect damage caused to the buyer as a result of a delay in delivery.

4.4 Risk is transferred from the factory to the buyer from the date where the object is ready to be sent. Written deviating agreements are reserved. At the request of the buyer, the seller can purchase common

transport insurance at the expense of the buyer. All other insurances are the responsibility of the buyer.

4.5 If the buyer does not take delivery on the date agreed in the contract, it is still obliged to pay payments dependent on the delivery dates as if delivery had been run. The seller is responsible for the storage of the object of delivery at the expense and risk of the buyer.

4.6 If the buyer does not take delivery despite a reminder letter within a reasonable time, the seller has the right to terminate the contract and to demand damages, according to the paragraph 2.6 and 2.7. The buyer cannot refuse the reception on the basis of an insignificant defect.

5. Warranty/liability

5.1 No warranty are given for the machines and second-hands parts. Written deviating agreements are reserved.

5.2 If the acceptance tests held on site of delivery or on the site, the parties are required to agree beforehand in writing of the conditions in this area. Unless otherwise agreed, the general practice in the industrial sector concerned in force in the country of reception is applied to the control of reception.

5.3 If it turns out that a claim is unfounded, the buyer shall be responsible for the costs to the seller.

5.4 All benefits that are neither guaranteed expressly by contract, nor carried out under warranty must be paid to the seller, and in particular:

- Training, programming and operating instructions;
- The maximization of the program and the calculations of the unit time for new tools (time studies);
- The telephone advice and/or assistance;
- The costs of installation and commissioning of peripheral devices and auxiliary groups.

5.5 The contracts concluded with consumers on new objects of delivery or used items intended for personal and non-commercial use are subject to the provisions of art. 210 CO.

5.6 If the seller or its employees violate their contractual or legal obligations by negligence or

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deliberately, the seller is responsible for injury and property damage only to the contract price of the object concerned. Any other liability of the seller, especially for the economic damage caused to the buyer or third parties, regardless of the legal grounds, is expressly excluded. Binding legal provisions are reserved, and including the responsibility according to the law on the liability of products (PSRA).

6. Grounds for exemption

6.1 The following unpredictable events are regarded as causes of exemption for the seller, the buyer or the delivery of the seller site, if they arise after conclusion of the contract and are an obstacle to the execution of it: all the circumstances independent of the will of the parties that can be classified as cases of force majeure, such as war, labor disputes, uprising, fire, requisition by the Government, embargo.

6.2 The party concerned by a reason for exemption is required to immediately inform the other party in writing of its application and its cancellation.

6.3 If the causes of exemption make it impossible the execution of the contract within a reasonable period, each party is entitled to terminate the contract in writing. In this case, the parties shall agree on the apportionment of costs already incurred for its performance on the basis of an out-of-court settlement. Within the meaning of this paragraph, include only the appropriate actual expenditure (but not lack to win). Each party is required to limit as much as possible its expenses as part of its legal obligation to restrict the damage. However, if the object has been delivered to the buyer, the portion of the contract price corresponding to this delivery is considered as an expense of the seller.

6.4 A termination of the contract, for any reason whatsoever, does not cause the loss of rights parts born during the term of the contract and until the termination of it.

7. Partial nullity

If certain provisions of these terms of sales or the contract were to be fully or partially void or lapsed, the contracting parties commit themselves to substitute a valid regulation, without the validity of other provisions may be affected.

8. Jurisdictions

8.1 The resolution of any disputes relating to the contract will be made by virtue of the Swiss law.

8.2 The parties shall designate the seat of the seller as jurisdiction by mutual agreement. However, the seller may appeal to another competent court.

8.3 In case of discrepancy in between English and the French version, the French version shall prevail.