

General

1. These general terms and conditions of sale ("**GTCS**") of Posalux SA, Bienne, Switzerland ("**Posalux**"), apply to any sale of goods by Posalux, unless both parties have explicitly agreed upon different conditions in writing.
2. The customer expressly waives application of its own general terms and conditions and irrevocably accepts these GTCS by (a) the customer's issuing of any acceptance of a contract or (b) the customer's receipt of any delivery of goods.
3. Changes to the GTCS need to be in writing and shall contain an explicit reference to the provision in the GTCS that shall be altered.
4. Contracts, supplements and amendments made verbally, electronically or by telephone are only binding if confirmed in writing by both parties.

Quotations and order process

5. Quotations submitted by Posalux are only valid and binding if made in writing. Unless otherwise stated, Posalux shall not be bound by its quotation unless accepted by the customer within three (3) days from the date of quotation.
6. All prices are quoted ex works and as net prices without value added tax, which is to be paid additionally by the customer in the amount specified by applicable law. The customer shall bear all additional carriage costs as well as carriage insurance fees.
7. The customer's written order and Posalux's written order confirmation constitute together the Contract ("**Contract**").
8. The Contract and these GTCS constitute the entire agreement between the parties with respect to the Contract's subject matter and supersede any prior agreement, understanding or correspondence with respect to the subject matter unless otherwise agreed in the Contract.

Delivery

9. Delivery schedules are approximate and based on prevailing market conditions applicable respectively at the time of Posalux's quotation or conclusion of the Contract.
10. Partial or advance deliveries are permitted if this would not unreasonably affect the customer.
11. All deliveries are made EXW ("ex works" under the INCOTERMS® 2010). Notwithstanding the foregoing, Posalux shall contract for insurance cover against the customer's risk of loss or damage to the goods during the carriage.

Acceptance

12. Delivered goods are to be examined as soon as reasonable possible. The results of the acceptance test shall be recorded in a written acceptance report. If Posalux does not receive the acceptance report within thirty (30) days after the customer's receipt of the delivery, the goods are deemed to be accepted.
13. The customer is only entitled to refuse the acceptance of goods in case of major defects.
14. Goods shall be installed by and at the risk and expenses of the customer.

Intellectual property

15. The parties remain the owners of their intellectual property and know-how (including, without limitation copyrights of data and drawings as well as software programs).
16. Embedded or delivered software shall not be copied, duplicated, modified or reverse engineered.
17. The customer represents and warrants that it will not infringe, or allow third parties to infringe, the intellectual property and know-how of Posalux.
18. The obligations of these clauses 15-17 continue to be in effect beyond the duration of the Contract.
19. The customer shall immediately inform Posalux if a third party claims an alleged infringement of third party rights by Posalux's goods. Posalux shall have the exclusive right (but not the obligation) to determine in its sole discretion the defense strategy for such claims and the customer shall upon Posalux's written request, provide Posalux with a power of attorney in order to enable Posalux to have full control over the defense of such claims.

Warranty

20. Posalux's goods are covered by a warranty against defects in material and workmanship.
21. Save as provided in the Appendix, warranty periods are:
 - i. for new machines: twelve (12) months, starting from the date of the final acceptance at customers site but no later than 3month after arrival of the goods
 - ii. for new spare parts: twelve (12) months, starting from the date of delivery
 - iii. for second-hand and repaired parts: six (6) months from the date of receipt of delivery.
22. Repairs or replacements do not interrupt or prolong the term of the warranty.
23. Warranty ceases to be effective (i) if the goods are altered or repaired other than by persons authorized or approved by Posalux, or (ii) if the customer fails to operate and use the goods in a safe and reasonable manner and in accordance with the required maintenance and any written instructions from Posalux.
24. Warranty is limited to (at Posalux's sole discretion) repair or replacement of defective parts, provided that prompt notice of any defect is given to Posalux in writing immediately upon the defect's discovery within the applicable warranty period.

25. All other warranties, legal, expressed or implied, are hereby expressly excluded to the extent permitted by law.

Limitation of liability

26. Liability of the parties shall be limited to direct damages caused by willful misconduct or gross negligence.
27. Liability of the parties for direct damages caused by minor negligence shall be limited to the total sale prices of the Contract.
28. All other liability of the parties (inter alia liability for indirect and consequential damages, loss of profits, loss of business etc.) is excluded.

Confidentiality

29. All technical data, designs, documents (drawings, manufacturing, testing and delivery specifications, etc.) and other information (e.g. information related to the machines or software) provided by Posalux to the customer ("**Confidential Information**") may only be used for the purpose of the Contract. Confidential Information and any updates, copies or corrections thereof, remain the exclusive property of Posalux.
30. The customer shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party without Posalux's prior written consent.
31. The customer shall use not less than reasonable efforts to protect Confidential Information and to prevent disclosure of Confidential Information to any third party.

Withdrawal

32. In case a customer's withdrawal from the contract without any fault of Posalux before the beginning of the goods' production, the customer shall pay Posalux a compensation of 10% of the sale price.
33. If the withdrawal is made after the beginning of the production, the customer shall compensate Posalux's production costs already incurred by Posalux and in addition pay Posalux a compensation of 30% of sale price.

Payments

34. Payments shall be made in full within 30 days from the date of the invoice without any discounts or any further deductions. Payment transaction fees shall be borne by the customer.
35. The parties are not permitted to offset or withhold payments.
36. Immediately upon default of payment and without further notice, Posalux shall be entitled to demand default interest based on the LIBOR interest rate plus 4%, payable quarterly.
37. Delivered goods shall fully remain property of Posalux until all receivables, on whatever legal grounds, have been fully paid up.

Applicable law and jurisdiction

38. All Contracts concluded under the GTCS as well as these GTCS are governed by and construed in accordance with the substantive laws of Switzerland, excluding rules on conflict of laws and the United Nations Convention of Vienna on the International Sale of Goods. **The exclusive place of jurisdiction for all disputes out of or in connection with these GTCS and any Contract shall be at the registered office of Posalux.**

Appendix

a. Special regulations for PCB spindles

The warranty period for spindles delivered as new spare parts is twelve (12) months or 6000 hours, whichever occurs first. The warranty period for repaired spindles is three (3) months or 1500 hours, whichever occurs first. Each returned spindle must be accompanied with a drill bit in the collet and a detailed description of the failure. Warranty is excluded for the following damages:

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

The customer has the right to request for a premature replacement of a defective spindle within the warranty period. In this case, the customer shall provide Posalux with an order for the spindle. Posalux will issue then an invoice first, and once the warranty 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. Under these conditions, the life span amounts to 10 years within a one shift operation, which corresponds to a life span of 4 years within a full 3 shift operation.

Special warranty provisions in addition to the warranty provisions set out in these GTCS:

After the period of operation of twenty-four (24) months up to a period of four (4) years, the customer shall bear the costs for repairs against a new warranty period of six months.