



General Terms and Conditions (GTC)

Version 2020

Linear Abrasive Engineering S.A.
Bellevue 5
2074 Marin/Switzerland
Tel. +41 (0) 32 753 36 33
Fax +41 (0) 32 753 21 69
E-mail: commercial.center@linear.ch
Homepage: www.linearabrasive.ch

1. General provisions

- 1.1. As "supplier" is understood LINEAR ABRASIVE Engineering S.A., 2074 Marin/Switzerland and as "buyer" the respective customer of LINEAR ABRASIVE Engineering S.A.
- 1.2. Each order is based on a quotation, if necessary a technical specifications document, order confirmation as well as the present general terms and conditions. Modifications and amendments must be made in writing and signed by both contracting parties in order to be effective. Verbal side agreements are not binding.
- 1.3. The following conditions apply exclusively to all contracts between the supplier and the buyer. This also applies in particular if the buyer uses general terms and conditions and these contain conditions that conflict with or deviate from the conditions listed here.
- 1.4. Deviations from the conditions set out here are only valid if the supplier agrees to them expressly in writing.

2. Quotation and purchase order

- 2.1. Supplier's quotations are valid for a maximum of 3 months. The buyer's binding purchase order must be placed within this quotation period, otherwise the terms and conditions must be renegotiated between the parties.
- 2.2. Extraordinary price changes in the material sector entitle the supplier to submit a new quotation. The 3-month period for acceptance then begins anew for the buyer.
3. **Order confirmation, conclusion of contract and scope of delivery**
 - 3.1. The contract is concluded with the receipt of the written order confirmation from the supplier.
 - 3.2. The scope of delivery and the services are listed exhaustively in the confirmation including any attachments (e.g. technical documents, plans, layouts).
 - 3.3. The supplier is free to take into account, if possible, the changes and additions requested by the buyer after the conclusion of the contract.

4. Nondisclosure, technical documents, plans, layouts

- 4.1. Each contracting party reserves all rights to plans and technical documents that it has handed over to the other. The receiving contracting party recognizes these rights and will not make the documents available to third parties in whole or in part without the prior written authorization of the other contracting party or use them outside the purpose for which they were given to it.
- 4.2. Upon first request (especially if no order is placed) the plans and technical documents are to be returned to the originator.
- 4.3. Prior to the manufacturing start of the equipment, execution documents are made available for inspection. These are dated and signed by the buyer and supplier after assessment. The final version of the same documents will be attached to the operating manual in PDF format and on paper.
- 4.4. One complete operating manual and one flash drive in the respective available language, with all assembly drawings, tool plans, parts lists, electrical diagrams and lubrication plans, including a list of wear parts and spare parts (marked) are supplied with the equipment.

5. Regulations in country of destination

- 5.1. The buyer has to contact the supplier at the latest with the order to draw attention to the legal, official and other regulations and standards that relate to the execution of the deliveries and services, the operation and the prevention of illness and accidents.

6. Prices

- 6.1. Unless otherwise specified in the quotation, all prices are net EXW Marin/Switzerland (INCOTERMS), packed, import tax unpaid, without shipping costs and insurance, deductions, customs duties etc.
If supply including delivery is agreed prices are to be understood without unloading and carrying.
- 6.2. The contractually fixed prices refer to the scope of delivery stipulated in the order confirmation. Services not included in the contract will be charged separately.
- 6.3. If prices are agreed in a currency other than Swiss franc, the supplier is entitled to adjust the prices if the exchange rate of the agreed currency against the Swiss franc changes by more than 2.5%. The starting point is the exchange rate specified in the agreement. If no base rate is specified in the agreement, the exchange rate (foreign exchange, purchase) at the time of the quotation accepted by the buyer is the basis.
- 6.4. The buyer is not entitled to withhold payments due to incomplete delivery, guarantee or warranty claims or complaints or to offset them against counterclaims.

7. Payment terms

- 7.1. Payments are to be made to the supplier without any deduction of cash discounts, rebates, expenses, taxes, levies, fees or customs duties, etc.
- 7.2. The payment terms are defined in the quotation.
- 7.3. If the buyer defaults on an agreed payment or other service, the supplier can insist on the fulfillment of the contract and at his option:
 - a) postpone the fulfillment of its own obligations until the outstanding payments or other services have been made and/or
 - b) take advantage of a reasonable extension of the delivery period and/or
 - c) make the entire still open purchase price due and/or
 - d) if there is no reason for relief in the sense of force majeure on the part of the buyer, charge default interest at the rate of 5% from the due date and/or
 - e) declare the withdrawal from the contract, granting a reasonable grace period.

In the event of a withdrawal by the supplier for the reasons mentioned above, the buyer must return the received deliveries to the supplier with compensation for the depreciation of the services provided by the supplier and reimburse him for all other expenses such as customs duties, fees, etc.

8. Reservation of proprietary rights

- 8.1. The supplier remains the owner of all his deliveries until he has received all payments in accordance with the contract.
- 8.2. As part of the duty to reduce damage, the buyer will maintain the delivered items at his own expense for the duration of the reservation of title and insure them against theft, breakage, fire, water and other risks in favor of the supplier. He will also take all measures to ensure that the supplier's claim to ownership is neither impaired nor canceled until the purchase price has been paid in full.

9. Delivery time

- 9.1. The delivery period begins with the acceptance of the order by the supplier and after the payments to be made with the order or other securities have been effected and the essential technical points have been resolved. The delivery deadline is deemed to have been met if the notification of readiness for dispatch has been sent to the buyer by the time it expires.



- 9.2. The delivery period will be adequately extended:
- a) if the information required for the execution of the order is not received by the supplier in time, or if these are subsequently changed by the buyer
 - b) if payment deadlines are not met or letters of credit are opened too late
 - c) if obstacles occur which the supplier cannot avert despite exercising the required care, regardless of whether they arise at the supplier, the buyer or a third party. Such obstacles are occurrences of force majeure, for example epidemics, mobilization, war, riots, significant operational disruptions, accidents, labor conflicts, late or incorrect delivery of the required raw materials, semi-finished or finished products, uselessness of important workpieces (rejects), official measures or omissions, natural events.
- 9.3. For its part, the supplier undertakes to comply with the agreed delivery deadlines with the greatest possible care. If the supplier nevertheless experiences delays in delivery, the buyer must grant him a reasonable grace period in order to either make the delivery within the original scope or to make a replacement delivery. Under these circumstances, no compensation for delay is owed.
- 9.4. The buyer has no rights or claims for delayed delivery other than those expressly listed in section 9.1.–9.3. above. In particular, further claims for damages – as far as legally permissible – are excluded. This restriction does not apply to illegal intent or gross negligence on the part of the supplier, but it also applies to illegal intent or gross negligence on the part of auxiliary persons.
- 10. Installation**
- 10.1. Upon timely request, the supplier will provide the buyer with fitters in accordance with the installation conditions mentioned in the quotation.
- 10.2. The buyer must provide the personnel and material resources required by the supplier for his fitters in good time at his own expense and responsibility.
- 10.3. The buyer must confirm the work performance and the completion of the installation to the supplier's staff in writing.
- 11. Inspection and acceptance of delivery**
- 11.1. As far as is customary, the supplier will check the system before dispatch and carry out an initial part check.
A special machine pre-acceptance with proof of performance according to the scope of the order is included as an option in the quotation and can be ordered additionally.
- 11.2. The implementation of a special acceptance test at the final location of the machine with an acceptance report (including the applicable conditions) is included as an option in the quotation and can be ordered additionally.
- 12. Conditions of application or restrictions of application of the machine**
- 12.1. The equipment may only be used for the application specified in the quotation or in the order confirmation. The buyer assumes responsibility for any other use or corresponding changes to the equipment.
- 13. Warranty, liability for defects**
- 13.1. The supplier guarantees that the supplied products are free from manufacturing and material defects.
Unless otherwise stated in the quotation, the warranty period is 12 months for 3-shift operation, from the date of the protocol of the operational handover, but maximum 14 months from dispatch of the machine. Grinding wheels, conveyor belts and workpiece-dependent tools and wearing parts are excluded.
- 13.2. In the event of a technical malfunction during and after the guarantee period, repairs can be carried out by the buyer's specialist staff after consulting the supplier.
- 13.3. The warranty period begins anew for replaced or repaired parts. It lasts 6 months from replacement or completion of the repair.
- 13.4. In the case of obvious defects, notifications of defects must be made immediately, at the latest within 14 days of receipt of the machine, with a precise description of the facts. Complaints about hidden defects and such defects that are only recognizable after the machines and tools have been put into operation must be made to the supplier immediately after they have been discovered, with a precise description of the facts.
- 13.5. The supplier must remedy the defects reported according to point 13.4. as quickly as possible, and the buyer must give him the opportunity to do so.
- 13.6. No guarantee is given for damage caused by the following reasons:
Unsuitable or improper use, incorrect assembly or commissioning by the buyer or third parties, natural wear and tear, incorrect or negligent treatment, operation by unqualified and/or untrained operating personnel, unsuitable operating resources, replacement materials, defective construction work, unsuitable building site, chemical, electrochemical or electrical influences, unless they can be attributed to the fault of the supplier.
- 14. Exclusion of liability**
- 14.1. All claims of the buyer apart from those expressly stated in these terms and conditions, regardless of the legal basis for them, in particular claims for damages, reduction in price or withdrawal from the contract, are excluded. In no event shall the buyer have any claims for damages that did not arise on the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damage.
- 14.2. These limitations of liability do not apply to unlawful intent or gross negligence, but they also apply to unlawful intent or gross negligence on the part of auxiliary persons.
- 15. Applicable law, place of fulfilment and jurisdiction**
- 15.1. These GTC and the associated contract are governed by Swiss law (in particular the Swiss Code of Obligations). The applicability of the UN sales law is excluded.
- 15.2. Place of fulfillment for deliveries and payments is Marin/Switzerland.
- 15.3. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the delivery transaction is Neuchâtel/Switzerland.
- 15.4. The supplier is entitled to assert his claims against the buyer to the jurisdiction of another place of jurisdiction according to other legal provisions.