



## General Terms and Conditions (version V002 of July 19 2022)

### 1. Scope and purpose

- 1.1 These General Terms and Conditions of Sale (hereinafter "GTC") govern the conclusion, content and performance of contracts relating to the products and services offered by Affolter Group SA (hereinafter "Affolter").
- 1.2 These GTC are applicable subject to modifications made by the parties according to a separate written agreement.
- 1.3 These GTC take precedence over any customer general conditions.
- 1.4 These GTC are supplemented by special conditions relating to the different types of product sold.

### 2. Transfer of profits and risks

- 2.1 The place of performance is Valbirse.
- 2.2 Unless otherwise advised by the customer, the place of delivery corresponds to the customer's premises.
- 2.3 The customer may, when ordering and provided that they expressly request it, define the packaging of the delivery. In this case, Affolter agrees to use the defined packaging. If no packaging is defined, the products are delivered in Affolter's standard packaging. Packaging is always carried out with the greatest care.
- 2.4 Unless otherwise indicated, all products are delivered Ex Works (Incoterms 2010).
- 2.5 At the express request of the customer, Affolter shall undertake, as agent of the customer and without assuming any responsibilities for this fact, transport insurance for the benefit of the customer and at the latter's expense.
- 2.6 Packaging is always carried out with the greatest care; we decline all responsibility for damage which may occur during the journey. Transport is always carried out at the risk and peril of the recipient, even when the shipping costs are our responsibility. We therefore invite our customers to have any damage, breakage, loss, delay or other problems related to transport noted by the transport company before accepting the shipment, reserving the right of recourse. Damage resulting from the omission of this formality is entirely the responsibility of the recipient.

### 3. Deliveries

- 3.1 The delivery times that Affolter mentions in its offers and order confirmations are indicative. They are counted from the day of confirmation of the order and obtaining official authorizations for import and export (if necessary), payments and others. No penalty for delays is due and the order cannot be canceled for late delivery.
- 3.2 The delivery time is deemed to have been met when the products are made available at the place of performance.
- 3.3 Affolter reserves the right to postpone the delivery date or to withdraw from the contract without payment of damages to the customer if it is prevented or delayed from fulfilling the contract in such a way that it can no longer reasonably be expected to fulfil its obligations, particularly in the event of force majeure (e.g., wars, epidemics, pandemics, strikes, fires, etc.).
- 3.4 The delivery time shall be reasonably extended if the supplier has to interrupt or shorten its production processes due to a lack of or a reduced availability of energy sources (e.g. gas, electricity). The supplier shall inform the customer immediately and in writing of such a situation. Any claim by the customer against the supplier for compensation for delay or for compensation for direct and indirect damages due to such a delay shall be excluded.

### 4. Reception

- 4.1 The customer agrees to receive and inspect the products immediately upon delivery.
- 4.2 In the event of insufficiency, error or defects, the customer shall notify Affolter within one week of the date of delivery. In

the event of non-compliance with this responsibility, the products are deemed to be accepted as delivered and no guarantee shall be given.

### 5. Payments

- 5.1 Unless otherwise stipulated, all prices are net in Swiss francs.
- 5.2 Affolter reserves the right to modify its prices in particular if the costs of the material should undergo significant changes.
- 5.3 Unless otherwise agreed in writing, customs duties, import taxes, transit and exporter fees, registration fees, all legal costs and other charges shall be borne by the customer.
- 5.4 Invoices must be paid within the period indicated in the order confirmation, or on the invoice. Unless otherwise agreed in writing, payments shall be made in Swiss francs.
- 5.5 In the event of late payment and without formal notice, default interest of 9% is due. The payment of default interest does not release from the obligation to make the payment under the terms of the contract. Potential deliveries of other products to the customer may be stopped until the overdue amounts have been paid.

### 6. Title retention

- 6.1 Ownership of the products is only transferred to the customer when Affolter has collected the full price agreed.
- 6.2 The customer authorizes Affolter to request an entry in the register of retention of title agreements in accordance with Art. 715 of the Swiss Civil Code (customer domiciled in Switzerland) or in any other similar register in their country of domicile (customer domiciled abroad).
- 6.3 The customer may not freely dispose of the delivered objects as long as the retention of title is in force. In particular, they may not sell, rent or pledge them.
- 6.4 Affolter is entitled to make use of its right of ownership by taking back the delivered item when the agreed payment terms are not met. The related expenses and shipping costs are the customer's responsibility.

### 7. Guarantee

- 7.1 In the event of defective products, the customer can ask Affolter to remedy the defects free of charge. Affolter reserves the right to remedy defects either by repair or replacement. The customer's right to withdraw from the contract or to request a reduction in the price is excluded, as is a claim for damages within the meaning of Art. 368 para. 1 and 2 CO.
- 7.2 If the announced defect is not clearly and formally defined by the customer, Affolter reserves the right to refuse to replace the parts in question.

### 8. Liability

Affolter's liability is limited exclusively to the above warranties, as well as to the warranties defined in the Special Conditions. Any compensation for direct or indirect damage or for any reason whatsoever is excluded. Affolter will not assume any liability whatsoever on the basis of the contract or any other liability in connection with the contract for any loss of income, loss of profits, loss of business volumes or for any loss or indirect and consequential damage due to the defects.

### 9. Origin of products

Affolter declares that its products are of Swiss preferential origin, unless otherwise specified.

### 10. Languages

In the event of contradictions between the different versions of these General Terms and Conditions, the French version prevails.

### **Place of jurisdiction and applicable law**

*The place of jurisdiction is Valbirse, canton of Bern, Switzerland. The applicable substantive law is Swiss law, excluding the Vienna Convention on the International Sale of Goods.*



**Special Conditions of Sale relating to contracts for the sale  
of machines, digital controls and tooling**  
(version V001 of March 26 2021)

## 1. Scope and purpose

These Special Conditions of Sale (hereinafter "SC") govern the conclusion, content and performance of contracts for the sale of machines, digital controls and tooling by Affolter Group SA (hereinafter "Affolter"). These SC supplement the General Terms and Conditions of Sale of Affolter Group SA.

## 2. Drawings and documents

- 2.1 The illustrations represent the objects at the time of the photographs. Any modifications likely to improve their operation are reserved. Illustrations and weights are not binding.
- 2.2 The drawings and technical documents allowing the manufacture and assembly of all or part of the work given to the customer, before or after the conclusion of the contract, remain the exclusive property of the manufacturer. They may not be - without the latter's authorization - used by the customer, or copied, reproduced, transmitted or communicated to third parties.

## 3. "Paylock" system

Depending on the payment terms agreed with the customer, Affolter installs the "PayLock" software system on the digital control of the machine. This system consists of limiting the functionality of the digital control if payments are not made within the agreed time limits.

## 4. Warranty

- 4.1 Affolter guarantees the equipment sold for a period of 24 months (unlimited hours) from the day of its final acceptance. This warranty covers mechanical, electrical, electronic parts and software. The same rule applies for spare parts falling into this category.
- 4.2 Wear components such as guide rails, motor spindles and ball screws are guaranteed for 12 months parts and labor. The same rule applies for spare parts falling into this category.
- 4.3 When selling overhauled machines (retrofit), the warranty only covers new parts fitted by Affolter and for a period of 6 months from the day of their final acceptance.
- 4.4 This warranty covers material or manufacturing defects that appear during this time and we undertake during this period to repair or replace free of charge any part returned to us carriage paid and recognized as defective for one of the above causes, but without the replacement giving rise to compensation.
- 4.5 If Affolter cannot perform the repair, the customer shall bear the excess costs of transport, labor, travel and accommodation.
- 4.6 The customer undertakes to use the item with due care and to comply with the specified instructions for use. Affolter shall under no circumstances be held liable for damage, or its consequences, resulting from improper use, excessive use, or an assembly fault not carried out by its personnel.

4.7 Affolter's warranty ceases if the defective part has been repaired or altered outside its workshops by personnel not employed by Affolter and without Affolter's consent.

4.8 Replaced parts become the property of Affolter.

4.9 When selling overhauled machines (retrofit), Affolter declines all liability for accidents and damage of any kind.

4.10 The improper use of a machine, a defective tool, the machining of certain metals, in particular, but not exclusively, with oil as cutting and cooling liquid, can create conditions leading to ignition of the oil, oil mist, shavings or machine parts that can cause serious damage. This risk is greatly increased if the machine is operated unattended. The customer is required to take all necessary measures depending on the use of the machine to avoid such an incident, in particular by equipping it with appropriate extinguishing media. Affolter cannot be held liable for damage and other consequences in the event of an incident.

4.11 If, for some exceptional reason, Affolter agrees to take back the delivered machine, it is only required to reimburse the installments already received.

4.12 Affolter's liability is exclusively limited to the above warranties and those stipulated in the General Terms and Conditions. Any compensation for direct or indirect damage or for any reason whatsoever is excluded.

## 5. Obsolescence

- 5.1 There is no legal obligation as to how long it will take to supply spare parts.
- 5.2 However, Affolter undertakes to supply replacement parts for our products up to 10 years from the date of delivery.
- 5.3 On the other hand, if elements in Affolter's products are obsolete in the market, Affolter undertakes to provide a retrofit solution.
- 5.4 Because Affolter software is dependent on the evolution of third-party operating systems, it is excluded from obsolescence.

## 6. Payment

Unless there is a formal agreement duly concluded between the parties, the terms of payment for services are as follows:

- a first (1st) deposit of thirty percent (30%) immediately upon receipt of the order confirmation;
- a second (2nd) deposit of sixty percent (60%) payable in full before delivery;
- the balance of ten percent (10%), net, immediately after the signing of the final acceptance protocol for the services delivered, without any discount or rebate even if the final acceptance is delayed for causes not attributable to Affolter. In the absence of a signature, payment of the balance will be made no later than ninety (90) days following invoicing.