

## **General sales condition for blanket order**

### **1. Scope of application**

These conditions are mandatory for all blanket orders. A copy of these conditions duly countersigned by the customer has to be returned to Mikron tool SA Agno. Without a response or a rejection within 5 working days the present conditions are considered accepted and their obligations binding for both parties. Others sales condition of sales agreed with Mikron Tool SA sales representative will be recognized valid only if explicitly defined in writing form. Supplementary Agreements as well as additions to the contract have no legal value, until they are approved in writing by Mikron tool SA Agno.

The present General sales condition for blanket order are available in our web site: [www.mikron.com/conditions](http://www.mikron.com/conditions)

### **2. Prices**

For blanket orders the reference price is what agreed at the time of signing the contract. In absence of a contract the reference price is what offered by Mikron tool SA. In case of extraordinary increases of the material cost as well as production costs, during the course of the supply contract, Mikron tool SA has the right to make an adjustment of prices.

### **3. Delivery terms**

In case in the blanket order are not defined a detailed partial delivery terms, tools must be ordered in accordance with the agreed date, to allow Mikron tool SA to respect the terms of delivery agreed. If there are no other agreements, the delivery time is expected in 8 working days.

In case there is not a written agreement to the applicable clause Incoterm 2010, the term of delivery shall be considered to be observed at the time in which is communicated from Mikron tool SA Agno that the goods in stock is available to the customer at the Mikron tool SA facility – FCA Agno (Incoterms 2010).

### **4. Freight & costs**

FCA Agno, packaging not included, shipment at customer's risk. Mikron Tool SA, upon request, could offer the freight insurance at cost price.

#### **5.1 Customer's commitment of acceptance**

Following the order acceptance, Mikron tool SA Agno has the right, but not the obligation, to produce in a single lot all the quantity ordered. This includes the obligation for the purchaser to recall the entire quantity ordered within a year from the date of order. In case there is the balance not recalled, Mikron tool SA Agno has the right to ship and bills the quantity remaining, without prior notice.

#### **5.2 Quantity**

For custom-made tools the ordered quantity may vary:

- for orders up to 20 pieces by +/- 2,
- for orders from 21 up to 39 pieces by +/- 3 and
- over 40 pieces by max +/- 10%.

The billing is based on actual quantity delivered and on the prices for individual item agreed at the time the order is placed.

#### **5.3 Order cancellation / Modification to the ordered quantity**

In case of cancellation of the blanket order, the entire goods in stock reserved, as well as the tools in production must be paid in full. If the tools ordered are not completely produced because of cancellations or partial reduction in quantities by the customer, an additional cost will be charged calculated on the basis of the difference between the quantity stated in the order and that actually provided.



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## 6. Complain

Defective tools will be replaced or reimbursed, in accordance of the decision of the producer. Excluding any contractual and non-contractual liability of Mikron tool SA Agno except that it is an official fraud or serious misconduct.

## 7. Payment

Payment terms are agreed with Mikron Tool SA representative and stated in the blanket order, If not agreed otherwise, terms are 30 days net. Minimum amount per order is EUR 100.- / CHF 150,-

## 8. Industrial & intellectual property

Mikron Tool SA Agno is responsible for the design of the all presented tools. The given prices do not include the transfer of intellectual property to the customer. Each contracting party reserves all rights to calculations, plans and technical documents given to the other party.

## 9. Modification

Special tools are manufactured according to the latest drawing available at Mikron Tool. Any subsequent changes have to be opportunely notified in written. The required modification, even thus related to lots produced according to the foreseen at point 5.1, could imply additional cost.

## 10. Applicable law

It is applicable exclusively the Swiss legislation. The venue of sole competent jurisdiction shall be the Courts in the place in which the registered office of Mikron Tool SA Agno is located.

Mikron Tool SA Agno

Buyer

Date: -----