

# 1 Sales terms and conditions of delivery

## 1.1. Agreement

Our services are only offered on the basis of the following conditions. The customer's conditions are herewith expressly rejected. They do not bind us either when this rejection is not repeated at the conclusion of an agreement. Our conditions of sale, and delivery are considered as accepted at the latest upon delivery of the goods or services. All confirmed orders are binding in any case. There will be no examination or shipment of samples. The ordered goods will not be taken back as they are manufactured to order. Complaints due to delivery errors will only be accepted within 3 working days after receipt of the goods.

## 1.2. Prices and term of payment

Our prices are always strictly stated as Net prices ex Teufen AR (Switzerland), less VAT, fees, levies, custom's duties, transportation, packaging, insurance, commissioning and training.

We reserve the right to make price adjustments due to currency fluctuations, technical changes, etc.

They can only be offset against counter claims, if we recognise these as such. Otherwise, any retention or reduction of the payment is not permitted.

If the payment is not made within the payment period allowed, we reserve the right to charge a standard commercial interest rate from the due date onwards.

## 1.3. Title retention clause

The goods remain the property of NUM until full payment of all claims from this commercial relationship with the purchaser.

## 1.4. Duty to inform

You are to make known to us, and in good time, any special technical conditions, as well as any legal, official, and any other regulations pertaining to the final destination, insofar as they are significant with regard to our delivery and services.

## 1.5. Know-how and software licence

The knowledge proffered within the framework of our engineering services, as well as the Software, but also the corresponding data carriers and documentation, may only be utilised, copied, handed to third parties, or modified within the specified scope of delivery, unless our express consent has been granted to do otherwise. Ownership, as well as all rights for further utilisation and distribution, remains with our licensor's, or us even if you belatedly modify the Software program or Know-how transcripts.

## 1.6. Discretion

You, as we ourselves, undertake not to make known to any third party, information from the other's area of business that is not publicly accessible or already known, and to make every effort in making this information inaccessible to third parties. On the other hand, both you and we may make further use of the knowledge acquired during the course of usual business activity. These obligations also apply to both your and our employees.

## 1.7. Deadlines

Only the periods confirmed in writing are binding.

In the event of an application for an extension of a deadline, you undertake to propose to us at least 2 weeks before the expiry of the deadline a new reasonable deadline for the fulfilment of our obligations. After expiry of this period, we reserve the right to invoice the additional costs associated with this delay.

A termination of the contract is only possible if the new deadline confirmed by us is unreasonable for you and you notify us in writing within 3 days after confirmation of the new deadline.

The delivery period shall be extended appropriately if the supplier has to stop or reduce its production processes due to a lack of or reduced availability of energy sources (e.g. gas, electricity ...) or other raw materials. The supplier shall inform the customer immediately of such a situation.

Any claim by the customer against the supplier for compensation for delay or for compensation for direct and indirect damage is excluded.

## 1.8. Acceptance inspection

Insofar as no special acceptance process is agreed, you will check all of our products and services. You will especially check each of our deliveries by fitting a component into each sort, and test all functions of the finished product, before you further utilise or sell-on the delivered product.

If we do not receive a defect complaint within four weeks after a delivery, then all functions are deemed to have been fulfilled, and the delivery as approved.

## 1.9. Guarantee

We are responsible for seeing that we use due diligence, and that our products and services fulfil the warranted characteristics. On the other hand, you are aware that even during careful software development and painstaking engineering, mistakes can still creep in, and we

therefore do not offer any guarantee above and beyond the express warranties.

Within the framework of our guarantee, we will remedy all defects in respect of the warranted characteristics, as well as any faults which can be proven to have occurred due to our carelessness. Excluded from this are defects and faults for which we are not responsible, such as normal wear, inappropriate handling, insufficient maintenance, external influences, tampering by you or a third party, excessive demands, unsuitable appliances, or extreme environmental influences.

We will decide whether our guarantee services will be carried out at our premises, or at the machines location. Costs for disassembly, assembly, transportation, packaging, journey and stopover expenses are to be borne by you. Spare parts are our property.

## 1.10. Term of guarantee

The period of warranty for the warranted characteristics is:

- for self-manufactured products such as CNCs, Drives and Control Cabinets, one year from commissioning, but a maximum of 18 months after delivery by NUM. Where NUM receives the completed guarantee card back again within one month of commissioning by the end user, the guarantee period shall be extended by a further year, in other words the material guarantee is then valid for 2 years from commissioning, but for a maximum of 30 months from NUM delivery. (The guarantee card is deemed to have been completed whenever the backed fields have been filled in with the current machine information!)
- for products which are procured from other manufacturers, especially manually operated devices or Personal Computers, in accordance with the term of guarantee of the relevant supplier, but at least one year after our notice of readiness to deliver
- for Software and Engineering, three months after our delivery and
- for spare parts 1 year after our delivery
- for retrofitting hardware, a maximum of a 1 year warranty is granted for the delivered parts from the date of delivery. Retrofitting without hardware does not affect the original warranty of the system.
- for Repairs and Substitute Parts, the guarantee shall be valid for 6 months after delivery by NUM. In the case of substitution in the scope of a service assignment by a NUM service technician, 6 months after the substitution of the defective part.

In the case of the guarantee period for wearing parts we assume an annual operating period of 2000 hours. We presuppose that the device specification (see installation manual) has been respected. The guarantee period and period of limitation are not discontinued upon the acknowledgement or remedy of a defect.

## 1.11. Reduction in price and damages

If we cannot remedy a defect, you have the right to a reduction in price, or the contract may be annulled in the case where the defect is deemed to be unreasonable.

If you can prove we are grossly negligent and at fault for a delay or a defect, then we will also assume the refund of constructive damages, especially consequential damages, however, only up to twenty percent of the delayed or faulty delivery.

In all other cases, we assume liability within the framework of our liability insurance for further damages to persons or property, which can be proven to have arisen through our fault. Any further claims are excluded.

## 1.12. Responsibility for use

You are solely responsible for the fitting and utilisation of our products and services, as well as the combination with other products. In doing so, you must pay attention to the care required, and all aspects of safety.

Furthermore, you will pass on to the user, and in a suitable format, all essential safety information, with for example, notices on the products themselves, on the packaging or with instructions for use. You are to procure the required information yourself. We are pleased to help you in doing so.

## 1.13. Place of jurisdiction

Swiss law is the definitive law for all disputes that may arise from a supply agreement. The place of jurisdiction is CH-9053 Teufen (Appenzell Ausserrhoden), Switzerland.