



**Microprecision Electronics SA**  
*(Edition January 2021)*

**General Terms of Sale and Delivery (“GTS”)**

**1. Field of application** - These general sales conditions are valid for all quotations, order of Microprecision Electronics SA (« **MICROPRECISION** ») confirmations and deliveries. Any order assumes the customer's acceptance of the present GTS which they have duly read, and the customer's waiver of all documents established unilaterally by them, particularly their own general terms of purchase. They are applicable unless a different, written and signed agreement between the parties exists.

**2. Validity of quotation** - Price, quantity and delivery time in our quotations are only valid for orders received in the indicated period of validity as indicated in the offer. Customer orders are only accepted if MICROPRECISION confirmed them in writing and formalised by the issuance of an acknowledgement of receipt.

**3. Price** - Indicated pricing is in Swiss francs (CHF), unless mentioned otherwise, ex works Vouvry, Incoterms CCI 2020 our Plant in Vouvry. The cost of transport, customs, import duties, packaging and others are not included and invoiced separately by us or the service provider. The customer acknowledges and accepts that in the event of a significant variation in the sale price of the products due in particular to an increase in the cost of the raw materials of the products and/or the production costs of the products, MICROPRECISION can immediately adjust the prices and, in particular, the prices of current orders to take account of said variation. MICROPRECISION chooses the packaging. Should the customer request a type of packaging other than that usually used by MICROPRECISION and/or mentioned in the offer, an additional sum shall be charged. Unless stipulated otherwise, MICROPRECISION shall not take back any packaging under any circumstances.

**4. Fee for small orders** - Unless stipulated otherwise, the minimum order is two hundred Swiss Francs (CHF 200) excluding tax or the equivalent amount in the currency in which the sale is made. Below this threshold, and for the products concerned, the orders must be sent to MICROPRECISION's authorized distributors (list provided on request)

**5. Payment** - Unless provided otherwise between the parties, products are payable thirty (30) days from the invoice issuance date, by bank wire transfer to the bank and location indicated by MICROPRECISION, without any deduction, in the currency and on the account as indicated on the invoice. In certain cases we may ask in the order confirmation for payment in advance or a letter of credit. MICROPRECISION remains owner of shipped products up to their entire payment by the customer.

In the event of late payment or non-payment, a decline in the customer's creditworthiness (particularly in the event of a charge being applied or winding up, modification, change in control, change in management and so on), a risk relating to the customer's solvency, insufficient information being obtained by MICROPRECISION on the customer's financial position or in the event of a new or unusual customer, MICROPRECISION has the option to:

- suspend open and future deliveries;
- require payment of the order before the products are shipped;
- reduce the payment time or request cash payment of current and future orders;
- request specific guarantees (independent guarantee, bank guarantee and so on).

Late interest at a rate of 8% per year shall be payable by the customer in the event of a delay in payments and the customer shall be obliged to pay a flat-rate fee for collections costs in the amount of one hundred (100) CHF.

**6. Industrial property** - The drawings, diagrams, values and dimensions in the product documentation of MICROPRECISION are not binding, unless we have specifically confirmed them to the customer. MICROPRECISION reserves the right to use any material in its production or make any modification to the product, as long as the specifications of the product are not significantly altered. MICROPRECISION reserves the right to change the drawings, dimensions, and other indications without prior notice, if necessary for the execution of the order.

All drawings remain property of MICROPRECISION. They may not be used, reproduced or handed over to a third party without our prior written consent.

The customer acknowledges that MICROPRECISION owns all the intellectual property rights covering the products and associated tools, but also any trademark or logo of the Group as well as any other distinctive signs (particularly its typeface) and copyright associated with its products. Unless stipulated otherwise, the customer is not granted any right of use or reproduction for such elements. In general, the customer undertakes:

- not to alter any of MICROPRECISION's intellectual property rights and not to use them in such a way that would discredit or devalue MICROPRECISION's products;
- not to cause any likelihood of confusion, in the minds of third parties, in any way whatsoever, between its products and the MICROPRECISION's products;
- not to reproduce, in all or part, any of the intellectual property rights owned by MICROPRECISION, subject to legal action, and/or disclose any information whatsoever to third parties allowing the total or partial reproduction of such rights.
- not to file a patent or cause to file a patent on behalf of a third party in any country, or any similar titles related to the information of the products supplied.

**7. Delivery time** - The delivery times are provided for informational purposes only and indicate the time when we ship the products from the factory (Ex Works Vouvry, Incoterms CCI 2020). It depends on timely delivery of raw materials and certain components. Delaying the delivery time does not give the right to cancel the order or claim any damage. If through unforeseeable events the production or the delivery becomes extremely difficult or impossible, MICROPRECISION reserves the right to cancel the order partially or entirely. Such a case does not entitle the customer to claim any damages.

**8. Amendment or cancellation of order** - Any order is considered firm and definitive. The customer is responsible for checking the order confirmation and must inform MICROPRECISION of any change within 24 hours. If during the fulfilment of an order, the customer makes any changes whatsoever, the prices and delivery times initially provided may be revised by MICROPRECISION, as long as it accepts the changes requested by the customer. Any order cancellation on request of the customer and accepted by MICROPRECISION is subject to charges up to the order total. Postponing of delivery on request of the buyer may be subject to charges. No reimbursement is possible for orders that have been shipped.

**9. Transfer of risk and shipping cost** - The customer assumes all the risk for the product when the product leaves the factory of MICROPRECISION (Ex Works Vouvry Incoterms ICC 2020).

**10. Warranty in case of defect** - MICROPRECISION warrants that our products are free of material or manufacturing defects when leaving the factory. The warranty only applies to defects that become apparent during the warranty period; unless stipulated otherwise, the warranty period for the products will be twelve (12) months from their delivery date. If the delivery date of the products cannot be determined for any reason whatsoever, the warranty shall then start on the date of the manufacturing code shown on each product, and in this case, the warranty period shall be eighteen (18) months.

The customer must verify the conformity of the products upon receipt and inform MICROPRECISION of any defects. The warranty may not be activated unless the customer has reported the defect immediately, as soon as it finds out about it, to MICROPRECISION. Any defective products shall be returned to MICROPRECISION at the customer's expense, so that MICROPRECISION may, after analysing and deciding, at its own discretion, either to replace them, repair them, or credit the customer for the cost of such products, if the defect is confirmed.

For any hidden defect, which may go undetected through the above incoming inspection, MICROPRECISION extends the warranty to 24 months after the delivery date.

**11. Responsibility** - MICROPRECISION's responsibility is limited to defective products and in any event to the maximum amount equal to the value of the merchandise billed. MICROPRECISION cannot be held liable for indirect and/or immaterial harm caused by a defective product. Moreover, since MICROPRECISION is unaware of the destination, application, and final use of the products, the responsibility for selection of suitable products, as well as their proper use and application, lies entirely with the customer. Any responsibility stemming from accessories shall be totally excluded.

**12. Confidentiality** - MICROPRECISION's technology and know-how, patented or not, as well as plans, diagrams, technical and commercial nomenclatures, presentations and commercial quotes, recommendation documents, test results, catalogues, brochures, notices, patents and registered designs, as well as any documents issued by MICROPRECISION (jointly the "**Documents**"), are and remain the exclusive property of MICROPRECISION and any information related thereto must be kept in strict confidence by the Customer.

Consequently, the customer undertakes not to share such information with any third party, intentionally or unintentionally, and undertakes to only use it for the purposes of the operation, use and maintenance of the products.

**13. Force Majeure** - The obligations of MICROPRECISION and the customer shall be suspended if an event beyond their control occurs, preventing or delaying the delivery of the products, contractually classed as force majeure.

This will apply in particular for events impacting MICROPRECISION or the customer or their suppliers and/or service providers, such as: lock-out, strike, war, embargo, fire, flood, pandemic, equipment accident, scrapping of parts during manufacture, interruption or delay in transport or supplies of raw materials, energy or components, or any other event beyond the control of MICROPRECISION or the customer or their suppliers and/or service providers.

This article does not apply to payment obligations.

**14. Anti-corruption** - Both in France and abroad, the customer and its employees shall comply with any applicable laws (Swiss or any other law) related to anti-bribery and/or anticorruption, and shall refrain formally from offering, formulating promises, donating gifts or any advantage to MICROPRECISION's employees or any person in a business relationship with MICROPRECISION, with the intent of having them accomplish or abstain from some task related to their position, or have them abuse of their supposed or real influence, in order to obtain any benefit, employment, business, another favorable decision, or any other inappropriate or unjustified benefit.

**15. Export restrictions** - MICROPRECISION has no right to sell products to a physical or legal person that would be subject to embargo measures or to deliver products in a country under embargo. Any State's decision placing a customer in a similar situation while a contract is in progress shall result in the immediate termination of the contract and cessation of any commercial activity with that customer, without prejudice to the damages that may be claimed by MICROPRECISION from the customer. Each State having its own export control legislation, the customer shall classify the products in accordance with applicable legislation in order to obtain import and/or export licenses, as the case may be, as well as all the necessary prior authorizations. In this respect, MICROPRECISION shall not be held responsible for a dispute concerning these issues which would arise with the authorities of their country.

**16. Applicable law and forum selection** - Only Swiss law is applicable in the event of a dispute. The competent court is that local to MICROPRECISION. In the event of a dispute, only the French version of the GTS shall be deemed authentic.

**17. Effective Date** - These general sales and delivery conditions enter into effect immediately and replace all previous versions. The GTS shall apply to any delivery starting 1st January 2021 and replace the GTS in effect up to that point.

**18. General provisions** - Any deviations, modifications or additions to the CGV will only take effect when confirmed by MICROPRECISION in writing.

Should MICROPRECISION fail to enforce any provision of the GTS at any time, this shall not be deemed a waiver of such provision at a later date.

If the customer is sent several versions of the GTS, the version in the language of the address of the head office of MICROPRECISION concerned shall prevail.

If any provision of the GTS is found by a competent court to be invalid or unenforceable, this shall not affect the other provisions of the GTS which shall remain in full force and effect.

Unless there is a legal provision to the contrary, regardless of the kind of service carried out by MICROPRECISION, actions for liability against MICROPRECISION are limited to a period of one (1) year from the delivery of the product.

The Principles of Responsibility ("**POR**") are the foundation of the CROUZET Group's commitment to affirm its willingness to respect the laws and regulations of each country in which the CROUZET Group intervenes and take into consideration the fundamental principles the CROUZET Group espouses. The POR are available on request. The customer undertakes to respect the POR.

The GTS are available online at the following link: <https://www.microprecision.ch/index.php/fr/telechargement/conditions-of-sales-purchases>