

General Terms and Conditions 2022

The following General Terms and Conditions of Sale are applicable to the sale of all machines, consumables, replacement parts, and/or other equipment (hereafter "goods") supplied or services rendered by Sarix SA (hereinafter "Seller"), to any Buyer thereof (hereinafter "Buyer"). Acceptance by Buyer of Seller's offer of products for sale is hereby expressly conditioned upon Buyer's acceptance of these General Terms and Conditions of Sale and these General Terms and Conditions of Sale will be deemed accepted, as written, despite any language in Buyer's purchase order and/or other documentation which is either conflicting or supplemental, unless promptly after this offer, Buyer specifically advises Seller of each term and condition not so accepted and an officer of Seller accepts Buyer's conflicting and/or supplemental term(s) in writing. No other or additional terms or conditions of sale shall be binding upon Seller.

All agreements and legally relevant declarations of the contracting parties must be in writing in order to be valid. Declarations in text form which are transmitted by or recorded on electronic media will be equated with written.

1 Technical Documentation.

Unless specified otherwise, technical documents such as flyers, drawings, descriptions, illustrations and the like, constitute only an approximate guide; Seller reserves the right to make any changes considered necessary. Seller expressly reserves all property rights and the copyright therein.

Each contracting party reserves all rights to plans and technical documents which 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, or use them outside the purpose for which they were handed over to it, without the prior written authorization of the other contracting party.

2 Regulations in force in the country of destination and safety devices

The Buyer shall, at the latest when placing the order, draw the attention of the Seller to the standards and regulations applicable to the execution of the supplies and services, to the operation of the plant as well as to the health and safety of personnel.

Unless otherwise agreed in accordance with previous Clause, the supplies and services shall comply with the regulations and standards at the Seller's place of business. Additional or other safety devices shall be supplied to the extent as having been expressly agreed upon.

3 Prices

Unless otherwise agreed, all prices are net, ex works, without packaging, without any deductions. All ancillary costs, e.g. for freight, insurance, export, transit, import and other permits as well as notarizations shall be carried by the Buyer.

The Seller reserves the right to adjust the price if

- the delivery date is subsequently extended for one of the reasons stated in these provisions, or
- the nature or scope of the agreed supplies or services has changed, or
- the material or the execution have undergone changes because the documents supplied by the Buyer did not correspond to the actual conditions or were incomplete, or
- laws, regulations, principles of interpretation or application have undergone a change.

4 Order Cancellation and Order Changes

Once an order is accepted by Seller, it may not be canceled or changed (including any tooling, options or peripherals) by Buyer, nor shall Buyer be entitled to delay shipment, except with the written consent and upon terms and conditions approved by Seller in writing. In case of cancellation of an order for a standard machine or replacement part, there shall be immediately due and payable an amount equal to 10% of the list price for such machine or replacement parts. In case of cancellation or change of a modified standard machine or a special order machine, there shall be immediately due and

payable an amount equal to 20% of the list price of the machine (cancellation only), plus all costs incurred by Seller for special engineering, tooling, fixtures, adaptations, shipping, and any other costs or losses incurred by Seller in connection with such modifications or special order (cancellations and changes). For any order where tooling, options or peripherals is changed, an amount equal to any costs and losses incurred by Seller in connection with the tooling ordered and changed shall be immediately due and payable. Seller has the right to offset Buyer's down payments with these amounts.

5 Reservation of title

The Seller shall remain the owner of all supplies until he has received the full payments in accordance with the contract.

The Buyer shall cooperate in any measures necessary for the protection of the Seller's title. In particular, upon entering into the contract he authorizes the Seller to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with the relevant national laws, and to fulfil all corresponding formalities, at the Buyer's expense.

During the period of the reservation of title, the Buyer shall, at his own cost, maintain the supplies and insure them for the benefit of the Seller against theft, breakdown, fire, water and other risks. He shall further take all measures to ensure that the Seller's title is in no way compromised or rescinded.

6 Delivery

The delivery period shall commence as soon as the contract has been concluded, all official formalities such as import, export, transit and payment permits have been obtained, the payments and any securities to be provided at the time of ordering have been made and the essential technical points have been settled. The delivery period shall be deemed to have been complied with if notification of readiness for dispatch has been sent to the Buyer by the time the delivery period expires.

The delivery period shall be extended by a reasonable amount

a) if the Seller does not receive the information required for the performance of the contract in due time, or if the Buyer subsequently changes such information and thus causes a delay in the deliveries or services;

b) if hindrances occur which the Seller cannot avert despite exercising due care ("force majeure"), irrespective of whether they arise at the Seller's premises, at the Buyer's premises or at the premises of a third party. Such hindrances are, for example, epidemics, war, pandemic, civil war, acts of terrorism, riots, political unrest, revolutions, sabotage, significant operational disruptions, accidents, labor disputes, delayed or defective delivery of the necessary raw materials, semi-finished or finished products, rejection of important workpieces, measures or omissions by authorities, governmental or supranational bodies, embargoes, unforeseeable transport hindrances, fire, explosion, natural events;

c) if the Buyer or third parties are in arrears with the work to be performed by them or are in default with the performance of their contractual obligations, in particular if the Buyer fails to comply with the terms of payment.

7 Inspection and acceptance of deliveries and services

The Seller shall inspect the supplies and services as far as usual before dispatch. If the Buyer requires further inspections, these shall be specially agreed and paid for by the Buyer.

The Buyer shall inspect the supplies and services within a reasonable period of time and notify the Seller of any defects in writing without delay. If he fails to do so, the deliveries and services shall be deemed approved.

The Seller shall remedy the defects notified to him as soon as possible and the Buyer shall give him the opportunity to do so.

If the Buyer has given notice of a defect, and if no defect is found for which the Seller is responsible, the Buyer shall owe the Seller the remuneration for the work as well as compensation for further expenses and costs.

8 Warranty period

Unless otherwise specified in the contract, the warranty period shall be 12 months, in case of multi-shift operation 6 months.



It starts with the dispatch of the Supplies ex works or with the acceptance of the Supplies and Services, if agreed, or, if the Seller undertakes the installation, upon completion thereof. If dispatch, acceptance or assembly are delayed for reasons for which the Seller is not responsible, the warranty period shall end at the latest 18 months after notification of readiness for dispatch.

9 Liability for defects in material, design and workmanship

Seller agrees, at Buyer's written request, to repair or replace as soon as possible, at Seller's option, any part of Seller's Supplies which is shown to be defective or to have become unusable by the expiration of the warranty period as a result of poor materials, faulty design or workmanship. Replaced parts shall become the property of Seller unless Seller expressly waives such right. The Seller shall bear the costs of rectification within the scope of proportionality.

All wear items are exempt from these warranty provisions.

The warranty shall expire prematurely if the Buyer or third parties carry out modifications or repairs or if the Buyer, if a defect has occurred, does not immediately take all appropriate measures to mitigate the damage and give the Seller the opportunity to remedy the defect.

Seller shall have no obligation for any machine or parts which become damaged due to normal wear, improper maintenance, carelessness, technical alterations, improper operation, accident, or any cause other than defective materials or workmanship furnished by Seller.

Export Control. The Buyer acknowledges that the Supplies may be subject to Swiss and/or foreign statutory provisions and regulations on export control and may not be sold, leased or otherwise transferred or used for any purpose other than the agreed purpose without an export or re-export permit issued by the competent authority. The Buyer undertakes to comply with such provisions and regulations. He acknowledges that they may change and are applicable to the contract in the wording valid at the time. The Buyer will always provide the address of the End User company and, on request of the Seller, deliver an End User Certificate according international rules

10 Software.

Seller and its licensors, if any, shall retain title to all software integrated in or accompanying the goods. Buyer shall only have the limited, non-exclusive right to use the software as specified by Seller in order to operate the goods. Buyer shall not, and shall not allow any person or entity to, (a) remove, modify, copy, reverse engineer, decompile or disassemble the software, (b) merge the software with other programs, or (c) load any unauthorized software on the goods. Buyer may transfer this limited right to use the software to a third party only if it does so together with the goods and only if the transferee executes and delivers to Seller before the transfer a written agreement to be bound by those terms.

11 Invalidity.

If any provision hereof is held to be invalid or otherwise unenforceable for any reason, all other terms and remaining conditions will continue to be in force.

12 Entire Agreement.

These General Terms and Conditions of Sale, together with any conflicting and/or supplemental Buyer term(s) expressly accepted by Seller in writing, are the final and complete statement of the agreement between the Parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous offers, negotiations, discussions, statements, representations, warranties, promises, covenants, agreements, arrangements or understandings between the Parties with respect to the subject matter hereof.

13 Jurisdiction and applicable law

The place of jurisdiction for both the customer and the supplier shall be at the registered office of the supplier.

The supplier shall, however, be entitled to sue the customer at the latter's registered address.

The contract shall be governed by Swiss substantive law