

Microprecision Electronics SA

(Edition January 2019)

General Sales Conditions

Field of application

These general sales conditions are valid for all our quotations, order confirmations and deliveries. They are applicable unless a different, written and signed agreement between the parties exists. Purchase conditions of customers, which are in contradiction with the present conditions, are only valid if we have previously accepted them in writing.

Validity of quotation

Price, quantity and delivery time in our quotations are only valid for orders received in the indicated period of validity. Customer orders are only accepted if we have confirmed them in writing.

Price

Indicated pricing is in Swiss francs (CHF), unless mentioned otherwise, ex works 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.

Minimum order

We charge a handling fee of CHF 40.- for orders below CHF 200.- .

Payment

Payment has to be received in the contractual delay or otherwise in 30 days from the date of invoice, net, without any deduction, in the currency and on the account as indicated on the invoice. In certain cases we may ask in our order confirmation for payment in advance or a letter of credit.

We remain owner of shipped products up to their entire payment by the customer.

We reserve the right to invoice 8% interest for overdue amounts.

Industrial property

The drawings, diagrams, values and dimensions in our product documentation are not binding, unless we have specifically confirmed them to the customer. We reserve the right to use any material in our production or make any modification to the product, as long as the specifications of the product are not significantly altered. We reserve 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.

Delivery time

The delivery time indicates the time when we ship the products from the factory. 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, we reserve the right to cancel the order partially or entirely. Such a case does not entitle the customer to claim any damages.

Amendment or cancellation of order

Any order is considered firm and definitive. The customer is responsible for checking the order confirmation and must inform us of any change within 24 hours. Any order cancellation on request of the buyer is subject to charges. Postponing of delivery on request of the buyer may be subject to charges. No reimbursement is possible for orders that have been shipped.

Transfer of risk and shipping cost

The customer assumes all the risk for the product when the product leaves the factory (incoterms EXW).

Warranty in case of defect

We warrant that our products are free of material or manufacturing defects when leaving the factory.

The customer must verify the conformity of the products upon receipt and inform us of any defects. Any defective products shall be returned to Microprecision. We will decide if the defective product shall be replaced, repaired or credited. Our responsibility is limited to product defects.

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

We cannot be held responsible for any consequential damage caused by a defective product.

Responsibility of product selection

Our products are used in applications that we do not know or are not familiar with. The responsibility for selection of suitable products, as well as their proper use and application, lies entirely with the customer.

Governing law

These conditions are governed by Swiss law. Any actions brought forward shall be made to the court at the domicile of Microprecision Electronics SA. In case of a dispute, the French language version of these general conditions shall be applicable.

Effective Date

These general sales and delivery conditions enter into effect immediately and replace all previous versions.

Modifications and additions

Any deviations, modifications or additions to these general conditions will only take effect when confirmed by Microprecision in writing.