

 kuglerbimetal	General Sales and Delivery Conditions	D01_PO1
14.04.2025		Indice : 4

The general sales and delivery conditions hereinafter are in force for all KUGLER's sales, unless other written agreements have been set up. KUGLER do not accept purchasing conditions differing from the present sales and delivery conditions. Orders received and not confirmed by KUGLER, in no way imply KUGLER's tacit agreement with the buyer's purchasing conditions. To be recognised, any derogation from the present conditions must be confirmed by KUGLER in writing and in no way cancels the validity of the other terms hereinafter specified.

1. Payment/ Prices

Unless otherwise indicated, the price listed in all documents are net of tax. KUGLER's invoices are payable in Geneva, net without any discount within 30 days after the date of the invoice, unless other terms have been specified in KUGLER's quotation and order confirmation. Should the invoice not be paid within the time agreed, KUGLER is entitled to stop all deliveries, to modify terms of payment and to claim an interest on overdue payments at the official bank rate. Should substantial market price fluctuations arise before delivery, KUGLER would be entitled to change its prices accordingly, without allowing the buyer to cancel this order.

2. Time of delivery

The delivery times specified in KUGLER's order confirmation are kept as far as possible. They cannot be guaranteed and are subject to delays due to force-majeure cases, defective castings, failures of furnace, stoves or machinery, interruption in production because of full or partial destruction of workshop, fire, strike, uprisings, conflicts, labour shortage, lack of raw or auxiliary materials, etc. Such delays do not allow the buyer to cancel his order or to make a claim for penalties, damages or other indemnities.

3. Terms of delivery

KUGLER delivers "FCA" according to Incoterms 2020, packing charges extra. Additional costs related to express shipping required by the customer are at his charge, whatever the reason. Insurance is covered only on buyer's specific request and at his charge. Delivery is considered as performed when goods leave KUGLER's premises, i.e. they always travel at buyer's risks, even on CIF deliveries. Orders on call should be delivered at the latest within 6 months from the date of receipt of order. In any cases, the risk of loss, deterioration or damage shall be upon the buyer as soon as the goods are ready for delivery in KUGLER's premises.

4. Quantity variations

For production reason deliveries are subject to quantity variations up to $\pm 10\%$ till 5'000 pieces and $\pm 5\%$ over 5'000 pieces. The actual weight may also vary by $\pm 10\%$ of the theoretical weight. For serial production, deliveries are subject moreover to 5% reject free of indemnity. Such variations cannot give reason to claim for indemnities, penalties or other damages even under the guarantee clause.

5. Patterns and tools

The patterns or tools, costs of which are charged to the buyer in part or full, remain in KUGLER's works but are used for buyer's orders only. Such costs are charged once; however, further modifications are subject to additional charges. Patterns and/or tools for which no order is received within five years are destroyed without notice.

6. Guarantee

It is agreed that if the buyer retains the goods in his possession for more than 8 days after their delivery at their place of business, this shall constitute an irrevocable acceptance of the goods by them and a waiver by them of all claims that the goods do not conform to this agreement, unless buyer notifies KUGLER in writing of any defect within the stated period of time. In case of defects KUGLER's liability is limited to the replacement of the components supplied and recognised by KUGLER as defective in the same conditions as supplied initially or to the reimbursement of them at the price charged. In both cases the buyer cannot delay the payment of KUGLER's invoices for a bigger amount than the price corresponding to the defective components and shall return these defective components and the machining chips to KUGLER. However, KUGLER is not liable for the production of components, which are patented or protected. In any case, no further indemnities, penalties or damages can be claimed.

7. Governing law and jurisdiction

The validity enforcement performance construction and interpretation of this agreement shall be determined in accordance with Swiss laws. Any dispute under this agreement shall be submitted to the Courts of Geneva, with right to appeal to the Swiss Federal Court.

8. No sell, export or re-export to the Russian Federation

(I) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 14f of the Ordinance imposing Measures in Connection with the Situation in Ukraine (SR 946.231.176.72).

(II) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (I) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(III) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (I).

(IV) Any violation of paragraphs (I), (II) or (III) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of 1000% of the total value of this Agreement or price of the goods exported, whichever is higher.

(V) The buyer shall inform the seller without delay in the event of any issue related to the application of paragraphs (I), (II), or (III), including relevant activities of third parties that may conflict with the purpose of paragraph (I). Upon request, the buyer shall provide the seller, within two weeks, with information regarding compliance with the obligations set out in paragraphs (I), (II), and (III).

9. Miscellaneous

All prices or drawings in KUGLER's quotations, catalogues, literature, etc. are given without commitment and can be modified without notice. KUGLER's drawings, samples, diagrams, etc. must neither be given to third persons nor used in the buyer's production without KUGLER's agreement.