

1. Scope and application

These General Sales Conditions (GSC) apply to sales for orders to be delivered by FAULHABER PRECISTEP SA (FPS) to its customers. No divergent purchase conditions of the customer shall apply.

2. Conclusion of the contract

The contract shall be concluded upon receipt of the order when FPS has confirmed in writing its acceptance of the order. Once confirmed by FPS, the customer's order shall become firm and may not be changed without FPS's prior written approval.

3. Documentation

Technical indications contained in catalogues, data sheets, website, etc. are given only by way of indications; they are and shall remain FPS's sole and full property. Drawings, sketches, plans, specifications, etc. of each party are the issuing party's property and may not be used for other purposes or disclosed to any third party.

4. Specifications of products

In its order, the customer shall precisely and completely define the specifications of products purchased; he shall be responsible for his errors and omissions.

5. Product certifications

If the products must be certified according to a standard, the customer shall specify this in his request for a quotation and on his order.

6. Price

Prices are net ex FPS's factory, excluding shipping, insurance and packing, according to the EXW conditions of the 2000 Incoterms, in Swiss francs, excluding VAT, without any deduction. They are valid for the order as defined in FPS's confirmation and may be modified by FPS if the customer changes his order. Cost relating to bank guarantees, certification, custom duties, taxes, etc. are not included.

7. Order reduction or cancellation, change of delivery schedule

If the customer reduces or cancels the order, or changes the delivery schedule and that FPS, based on the customer's order, has already launched the production for the corresponding products, FPS shall invoice the customer all its direct and indirect cost resulting from the customer's decision.

8. Delivery time

The agreed delivery time is mentioned in FPS's confirmation. FPS may extend it on grounds imputable to the customer, notably in case of modification of the specifications, delays in receiving payments, late delivery by the customer of components or other item to be assembled in or to the motor, or when compelling circumstances affecting FPS or third parties occur without FPS is able to withdraw them, despite the attention commanded by the circumstances (e.g. disruptions in the operation of the business, labor conflicts, late arrival or defective raw material or semifinished goods or finished goods, actions or omissions administrative, natural phenomena, etc.).

Delivery time shall be deemed respected once FPS has informed the customer that products are ready for delivery. A delay in delivery shall confer no right to claim damages for direct or indirect prejudices or repercussions, etc. or to reduce or terminate the order.

9. Acceptance of delivery

The customer shall verify the state and quality of the products immediately upon receipt. In case of transport damage, he shall immediately inform FPS, the last carrier and the transport insurance company and shall gather all necessary proofs and keep them at their disposal. Any other defect shall be announced to FPS in writing immediately, not later than four (4) weeks following the receipt of the products.

10. Title retention

Ownership rights to the delivered products shall pass to the customer after full payment. The customer shall take care of the products and shall insure it adequately during the period for which FPS reserves its ownership rights.

11. Transfer of risks and benefits

The transfer of risks and benefits to the customer shall occur as soon as FPS places the products at the disposal of the carrier in FPS's premises.

12. Transport, insurance and packing

They are at the risk and cost of the customer. Unless otherwise indicated by the customer, FPS shall select the carrier, the mode of transport, the packing and the insurer; FPS shall insure products against usual transport risks. Packing materials are not returnable.

13. Special tooling and other special item billed to the customer

In cases where FPS bills to the customer part of the price of special tooling or of an other special item needed in relation to the manufacture of a specific order, such tooling or other item remains FPS propriety; in the absence of use during the five years following the delivery of the last order where it was needed, FPS shall be entitled to dispose of it and to scrap it.

14. Payment

Except if stated differently in FPS's confirmation of order, all invoices are payable in full within thirty (30) days from the invoice date. Passed this deadline, FPS shall be entitled to invoice interest on the amount due at 4 % over the then current lending rate of the Swiss National Bank. Subsequent deliveries may be withheld pending payment and FPS may impose other forms of payment.

15. Warranties

FPS guarantees that products delivered comply with the confirmation, embodies no design, construction, assembly or material defect and can be used under normal conditions, provided the indications on the data sheets, website, etc. are followed.

FPS provides a warranty period of two years (24 months) from the date of the delivery but, at the maximum, the products life indicated in the technical specifications. The guarantee on products repaired or replaced, at FPS's sole discretion, free of charge, by FPS, under its guarantee, is limited to one year (12 months). Defects must be identifiable to and accepted by FPS; for that purpose, before any return under warranty, the customer shall inform FPS on defects noticed by sending to FPS a "non-conformity report" and must obtain from FPS a written return authorization. FPS does not guarantee the merchantability of its products or their fitness for a particular purpose. All other claims are excluded, especially with regards to damages in respect of direct or indirect prejudice or repercussions, etc. as well as the possibility for the customer to reduce or rescind the order. The guarantee does not cover damage resulting from normal wear, improper treatment, excessive use or failure to observe the instructions for use. Any direct intervention, repair, modification or transformation performed on a product by the customer or by a third party after the product left FPS, invalidates FPS's guarantee on this product.

16. Storage conditions for delivered products

Storage temperatures are between zero and 70° centigrade, relative humidity maximum 75%.

17. Place of performance, jurisdiction and applicable law

The place of performance and exclusive jurisdiction shall lie in La Chaux-de-Fonds, Switzerland, and all legal relations shall be governed exclusively by Swiss national law.