

General Terms and Conditions of Sales and Delivery

1. Application field

All sales and deliveries from Dixi Cylindre SA are submitted to these enclosed general terms and conditions of sales and delivery. Any other condition is valid only if previously accepted in writing and signed by Dixi Cylindre SA. Under the applicable law, the enclosed general terms and conditions of sales and delivery prevail over.

2. Quotations

All conditions mentioned in our quotation remain without obligation. Only conditions specified in the order confirmation sent by Dixi Cylindre SA are definitive. The period of validity for a quotation is 3 months.

3. Orders

An order is accepted when all conditions of the last valid quotation are respected. Only the order confirmation sent by Dixi Cylindre SA prevails to validate the customer order. Furthermore, upon order, at least a first batch must be scheduled by the customer within a 3 months period starting from the order date. The balance of the order can be scheduled later but the entire order quantity must be delivered within a period of 12 months starting from the first delivery. The minimum batch quantity must be at least of 10% of the order quantity.

4. Order cancellation

Order cancellation must be sent in writing to Dixi Cylindre SA within 7 days after receipt of the order confirmation. Later cancellation will conduct to invoicing of already engaged costs.

5. Order modification

Any order modification must be sent in writing to Dixi Cylindre SA as soon as possible. Any request for a technical modification will be evaluated and then accepted or declined depending on the request. Any delivery postponement will not be accepted if the production as already been launched. Any order modification may conduct to invoicing of already engaged costs (raw material, tooling, machine setting, work in progress,...).

6. First Article Inspection

In case of First Article Inspection (FAI) requested by customer, inspection of the parts will be proceeded by customer and a written validation will be sent to Dixi Cylindre within the same day that parts have been received. Beyond that delay, fees for immobilization of our machines will be charged to customer at a rate of 800 CHF per day and per machine. If customer needs more time to inspect and validation first parts, a specific quotation for FAI should be made and a related specific order to produce the first parts can be placed. Machines will thus be released after production of first parts and a new order could be placed later for the serial production of the parts..

7. Delivery time

Agreed delivery time remain provisory and without obligation. Penalties, damages or compensation due to late deliveries are excluded.

8. Partial delivery and quantities

Dixi Cylindre SA reserves the right to make partial deliveries and to delivery quantities of +/- 10% of the quantity ordered by his customer. Billing will be adapted accordingly. For partial deliveries requested by the customer or in case of frame order, the balance of the ordered quantity must be taken within 12 months starting from the delivery date of the first batch.

9. Shipping and transportation

Our delivery conditions are EXW or FCA Le Locle / Switzerland, according to Incoterms 2010. Goods transport shall be made for the account and risk of the purchaser. Penalties, damages or compensation due to failure of the carrier, administrative provisions or force majeure are excluded.

10. Prices

Unless indicated otherwise, all prices are quoted net 30 days from date of invoice. VAT, customs, packaging and shipping costs are not included. Prices modifications remain possible, for instance in case of drawing or specifications modification between quotation and order.

11. Customer claims and goods return

Customer claims must be sent in writing to Dixi Cylindre SA within 30 days after receipt of the goods. Goods will be considered as accepted by the customer after expiration of that period. Goods return will only be accepted if an authorization has previously been provided by Dixi Cylindre SA.

12. Warranty

A 3 months warranty period is provided from date of invoice. This warranty is limited to the repair or replacement of delivered products, this after analysis and acceptation of goods return. However, Dixi Cylindre SA reserves the right to reimburse the goods without obligation of replacement. Any other penalties, damages or compensation are excluded.

The warranty ceases to be valid in case of product modification or assembly by our customer or any other party. Equally, the warranty cannot be considered in case of inappropriate care of parts (storage, maintenance, handling,...) or for any other reason beyond the responsibility of Dixi Cylindre SA.

13. Payment terms

Invoices are payable without discount at the latest within 30 days from the date of invoice. If the invoice is not paid in due terms, interests may be charged. Payment cannot be declined or postponed due to late deliveries. In case of unpaid at the due date, Dixi Cylindre SA has the right to suspend deliveries of goods or to terminate the contract; damages and interests may be applied to the purchaser.

14. Goods ownership

The goods delivered remains property of Dixi Cylindre SA until the completion of payment.

15. Language, applicable law and place of jurisdiction

Decisive language is French. Sales and deliveries of DIXI Cylindre SA shall be subject to Swiss law. For any legal dispute relating to sales and deliveries of DIXI Cylindre SA, the place of jurisdiction is located in Le Locle, canton Neuchâtel, Switzerland.



The French version of these General Terms and Conditions of Sales and Delivery is the only authentic version

**Dixi Cylindre SA
July 2019**