

6C Tools - Terms and Conditions

Conditions of Sale

I. General

1. These terms and conditions shall be binding on both parties for all orders accepted by 6C Tools AG.
2. All – present and future – services and deliveries by 6C Tools AG shall be based exclusively on the terms and conditions set forth below. Any contradictory, supplementary or deviating terms and conditions – especially purchasing conditions of the customer – shall not be applicable unless 6C Tools AG has expressly consented thereto in writing in the specific case.
3. Oral agreements shall only become binding if confirmed by 6C Tools AG in writing.
4. Contractual obligations to supply shall not become binding until a written order confirmation has been forwarded by 6C Tools AG.
5. These terms and conditions can be altered by 6C Tools AG at any time and apply to the contract in their currently applicable edition, available at www.6C-tools.ch/about_terms_en.

II. Delivery

1. Unless agreed otherwise, Incoterms 2010 : EXW 6C Tools AG Zurich shall be applicable. Dispatch and packaging shall be at the risk and cost of the customer. 6C Tools AG provides transport insurance at cost price on request.
2. No warranty of specific characteristics and material suitability for a specific purpose shall be given.
3. Delivered goods shall be taken back only upon special agreement with 6C Tools AG.
4. Within a tolerance of 10% of the total order quantity, excess or short deliveries shall be permissible. The total price shall be based upon the actually delivered quantity and the unit price specified at the time of ordering. Any reasonable delay in delivery does not give the customer any right to cancel the contract or demand compensation.

III. Delivery times and periods

1. Unless agreed otherwise, 6C Tools AG shall be deemed in compliance with the delivery date if and when it notifies the customer that in-stock articles are available at the 6C Tools AG plant – EXW Zurich (Incoterm 2010). In case of non-stock articles terms agreed upon in the written order confirmation shall be applicable.
2. Any occurrences of force majeure shall extend the delivery times reasonably. Further, they shall give 6C Tools AG the right to withdraw from the contract wholly or in part, if delivery or service is impossible despite all reasonable efforts. Force majeure shall be equivalent to all circumstances for which 6C Tools AG is not

responsible and which render the provision of the delivery or service impossible or unreasonably difficult, such as fire, machine failure, lack of raw materials, regardless of whether these circumstances arise in 6C Tools AG's operations or those of one of its suppliers. In these cases the customer shall be entitled on setting a reasonable period of grace to withdraw from the contract. Additional claims for compensation shall be excluded.

3. Delivery times shall commence with the date of the written order confirmation, but not before finalisation of all details for the order.

IV. Prices

1. Unless agreed otherwise, all prices shall be understood in CHF exclusive of packaging, insurance, value added tax, available netto EXW 6C Tools AG Zurich, duty, transport fees or other fees not included.

V. Payment

1. Unless agreed otherwise, the agreed price shall be due and payable strictly net within 30 days of the date of invoice. From that date the customer is in default.
2. Payment shall be available to 6C Tools AG as agreed on the maturity date at the expense of the customer. The costs of the payment transactions shall be borne by the customer. The customer shall be entitled to counter demands only in the case of indisputable or legally determined demands. The customer shall only be entitled to rights of retention if they are based on the same contractual relationship. In case of default of payment, 6C Tools AG shall be entitled to, upon written notification, suspend the fulfilment of its obligations until payment has been received.

VI. Warranty, limitation

1. Any defects must be reported without undue delay, however no later than within 8 days of receipt by providing exact details of the nature and extent of the defect. Defects which cannot be detected upon delivery despite careful inspection of the goods, must be reported promptly after being detected. The notice of defects must be given in writing. The customer must provide 6C Tools AG with an opportunity to examine the defects.
2. Defective articles shall be either replaced or credited to the customer, at the discretion of 6C Tools AG. 6C Tools AG shall grant a warranty in the same manner for the replacement delivery as for the original delivery.
3. 6C Tools AG shall not be liable for claims for damages and reimbursement of expenses asserted by the customer on whatever legal grounds unless such claims are based on willful intent or gross negligence. Further claims are excluded as far as legally permitted. 6C Tools AG shall not be liable for any damage not deriving from the delivered goods themselves.
4. The burden of proving the existence of damages shall rest on the customer as far as legally possible.

5. All claims of damages against 6C Tools AG shall be subject to a statute of limitations of six months after the delivery as far as legally possible.
6. The exclusion or limitation of liability described in this section shall also apply to the personal liability of 6C Tools AG's employees, workers, representatives and servants.

VII. Confidentiality, industrial and intellectual property

1. The customer shall treat as confidential and not disclose to third parties any and all secret information, documentation, documents and data that are not in the public domain and of which he becomes aware in the course of the contractual business relationship with 6C Tools AG, and shall use these solely in the context of the contractual business relationship with 6C Tools AG.
 2. This obligation shall not apply to documents and knowledge which are generally known or which were already known on receipt without the partner being committed to confidentiality, or which were subsequently transferred by a third party entitled to pass them on.
3. 6C Tools AG shall be the exclusive owner of all copyrights and property rights on its tools and the corresponding projects and designs. The selling price does not include the transfer of such rights to the customer.

VIII. Reservation of title

1. All delivered goods shall remain property of 6C Tools AG (reserved goods) until the satisfaction of all claims to which 6C Tools AG is entitled within the framework of the business relationship.
 2. The buyer may sell the reserved goods, as long he is not in arrears in the normal commercial way and in accordance to his commercial requirements, if the demands resulting from the further sale are transferred to 6C Tools AG. He shall not be entitled to dispose of the reserved goods in any other way.

IX. Modifications

1. Custom-made products shall be made based on the latest received drawings ; modifications must be communicated on time in writing to 6C Tools AG and can lead to additional costs.

X. Place of Jurisdiction, Place of Performance, Applicable Law

1. Place of jurisdiction, as far as legally possible, and place of performance for all claims arising in the course of the ongoing business relationship shall be at the domicile of 6C Tools AG Zurich, at 6C Tools AG's option the domicile of the customer.
2. For all legal relations between 6C Tools AG and the customer the Swiss Code of Obligation shall be valid exclusively.
3. The invalidity of any provisions of the contract or of the general terms shall not affect any part of the remaining contract. The invalid provision shall be reinterpreted or supplemented so that the intended economic purpose is achieved.