

General Conditions of Contract and Supply

Validity of these terms

- 1 The general terms of our quotations are a constituent part of each contract between HEULE and the purchaser. All possible changes are only valid if agreed in writing.
- 2 Our quotations are subject to being sold and will only take effect with our written order confirmation. We supply only on the following conditions: The stated prices are based on the present-day wages, costs for energy resources and raw materials, exchange rates and transportation costs. In case of considerable changes to these factors we reserve the right to adapt our prices. This will also apply to repeat orders or in case of continuous call orders every 120 days after starting with the first shipment. Orders with delivery times of six months or more are always subject to price review.
- 3 Delivery terms other than the ones stated, need our written confirmation to be valid. Payment and delivery terms noted or printed on our customers order sheets differing from our terms are only valid if we explicitly acknowledge them with a written confirmation.
- 4 All purchase orders must be in writing (by fax, mail or Email). We do not accept phone orders.
- 5 Should a provision of these general conditions of supply prove to be wholly or partly invalid, the parties to the contract shall jointly seek an arrangement having a legal and economic effect, which will be as similar as possible to the invalid provision.

Technical documents

- 6 Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided for in technical documents is only binding in so far as having been expressly stipulated as such.
- 7 Each party to the contract retains all rights to technical documents provided to the other. The party receiving such documents recognises these rights and shall – without previous written consent of the other party – not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

Prices, packing, shipment

- 8 The prices are to be understood as net prices, ex works, according to the INCOTERMS (EXW), excluding turnover tax and packing and are payable in Swiss Francs or where stated in EURO, without any deductions. The conversion into other currencies, i.e. EURO shall only be made by using the HEULE-internal exchange rate (not at today's rate of exchange).
All kinds of taxes, duties, charges, customs duties and other related charges being imposed in connection with the contract are to be the responsibility of the purchaser or reimbursed to HEULE against corresponding proof if HEULE was liable for payment or incurred any cost.
- 9 Graduated pricing is only valid relative to the specific product code ordered. Freight costs and packing will be charged separately at our cost price. Shipments will be executed at the cost and risk of the customer.

Terms of payment

- 10 Without any other agreement invoices are payable net within 30 days from date of invoice.
- 11 Non-compliance with our payment terms will make all our outstanding debts immediately due and we are entitled to charge interests of 4 % above the relevant interest rate of the National Bank of Switzerland.
- 12 No interest will be reimbursed for advance payments.

- 13 Withholding or deduction of payments due to complaints, disputes or not explicitly acknowledged claims from the customer is not permissible. A balancing with counter demands of the purchaser is only allowed with a special, written agreement.
- 14 Whatever the means of payment used, payment shall not be deemed to have been effected before HEULE's account has been fully and irrevocably credited.

Over or under shipments

- 15 Quantities of special items are delivered within 10% of ordered quantity (+/- 1 pc. below 10 pcs.). Orders for special tooling that specify "no over or under shipments" are subject to a premium charge.

Cancellation

- 16 In case of cancellation of the order a cancellation fee in the total amount of all the costs accumulated up to this point of time is being charged; minimum charge is CHF 100.—.
- 17 If a call order is cancelled, the complete reserved stock as well as parts still in production has to be paid for in full by the purchaser. In case that the order is not complete an extra charge as high as the difference between the various graduated prices will be charged.

Delivery time

- 18 The acceptance of orders with prescribed delivery deadline is not meant as promise of the delivery time.
- 19 The purchaser cannot assert any rights and claims due to delayed deliveries and he is particularly not entitled to rescind the contract. This restriction does not apply in case of unlawful intention or gross negligence on the part of HEULE, it is however valid in case of unlawful intention or gross negligence of ancillary staff.

Retention of title

- 20 The product shall remain the property of HEULE until paid for in full to the extent that such retention of title is valid under the applicable law. The purchaser shall at the request of HEULE assist him in taking any measures necessary to protect HEULE's title to the product in the country concerned.

Guarantee / Liability

- 21 HEULE guarantees, from the date of delivery, that its products, under normal use, are free from all material and manufacturing defects for a duration of six months. The purchaser has 8 days, after receipt of goods, to file a claim. If a defect is not recognizable in spite of a proper examination HEULE has to be informed immediately after perceptibility and within the guarantee time of six months by means of an exact description of the defect. Purchasers guarantee claims are limited to free of charge replacement of the faulty parts. Any further liability for direct or indirect harms in connection with the sale and the use of the goods is excluded.
- 22 In particular we are not liable for any disadvantages arising as a result of exceeded deadline.
- 23 HEULE does not guarantee for the adherence of prescribed dimensions.
- 24 HEULE is only liable in case of unlawful intention or gross negligence for claims from the purchaser due to insufficient customer support and the like or for violation of any secondary duties.
- 25 The purchaser is in no way entitled to claim any reimbursement for damages which have not arisen from the ordered goods themselves, such as loss of production, loss of application, loss of orders, missed profit as well as other direct or indirect losses.

26 The purchaser releases HEULE from all non-contractual claims out of product liability asserted by third-parties. Claims of recourse from the purchaser against HEULE arising from the satisfaction of non-contractual claims of third-parties out of product liability are out of question.

Trade mark rights

27 The HEULE tool systems are protected by international patents. Any production and distribution may be handled exclusively by HEULE or by representatives authorized by HEULE. According to the directions of the copy-right any illegal use of drawings or production of parts will be prosecuted through civil and criminals laws.

Sanctions, export controls and delivery bans

28 The customer confirms that all orders and deliveries are subject to the applicable Swiss regulations on sanctions and export controls. These include, in particular, the sanctions regulations with internationally supported measures.

29 HEULE does not deliver goods or provide services if this would violate applicable Swiss sanctions or export control law. This applies in particular to recipients (companies, individuals or organisations) that are subject to sanctions by Switzerland on the basis of international measures or are restricted under export law.

30 The customer undertakes not to pass on the products to sanctioned recipients and to comply with all applicable export control regulations. HEULE may request information on end use from the customer at any time. The customer shall be liable for any damage or costs arising from incorrect or incomplete information.

31 HEULE is entitled to reject orders, suspend them or stop deliveries that have already been confirmed if there is suspicion that a delivery could violate Swiss sanctions, if new sanctions come into force or if information on the end use is unclear. In such cases, the customer shall not be entitled to claim damages.

32 Changes in legal requirements may lead to delays, restrictions or delivery stoppages. HEULE shall not be liable for damages resulting from official decisions, new sanctions or adjustments to export control regulations.

Applicable law

33 All questions of laws resulting from the relation between purchaser and HEULE are judged by Swiss law.

Legal domicile

34 Legal domicile for all quarrels between HEULE and the customer is CH-9436 Balgach. However HEULE reserve the right to prosecute the purchaser at his place of residence or place of business in any other competent law-court.

General directions

35 **PRICE / MINIMUM INVOICE AMOUNT:**
Price list without engagement
Minimum invoice amount CHF 100.— / € 70.—

36 **QUANTITY UNITS (ME)**
Our prices are to be understood per quantity unit as follows:
per piece:
tools, spare parts, SNAP-, GH-E-, SOLO-, COFA-blades, inserts, drill inserts, twist drills
per set (2 pcs.):
DEFA-, GH-S- and GH-Z/R-blades, insert cartridges
per set (3 pcs. = trio):
blades GH-K (three lip countersink)

37 **SPECIAL TECHNICAL EXPENDITURE:**
For special executions whose expenditures for engineering and research exceed a normal scope these costs will be quoted and invoiced separately or charged as per outcome.

38 **RETURN POLICY:**
HEULE has implemented an inventory returns policy allowing standard items ordered in error to be returned for credit. No item may be returned for credit after 120 days

from date of invoice.

a) HEULE shall confirm in writing which items and quantities the purchaser may return. The purchaser must be in receipt of HEULE's written approval before returning any items.

b) A return request for a large quantity of standard items, which would create an unreasonable inventory for HEULE, shall be negotiated.

c) No credit will be issued for used cutting blades or tools, customised tools or tools with customer specific markings.

d) Items may only be returned through the distributor from which they were originally purchased. A copy of the RL1 Form (return delivery note) must be sent with the items being returned to HEULE. No credit note can be issued without a copy of the RL1 form.

e) Returned items will undergo a full inspection. Only goods returned in as-new condition shall be credited. Please pack the goods carefully in order to avoid damage during transport. HEULE reserves the right to reject returned items which arrive damaged due to transport or improper handling.

f) All transport costs associated with the return shipment shall be carried by the purchaser.

g) Items may only be returned within 120 days from the original invoice date. For returns within 1 – 30 days of the invoice date no restocking fee shall be applied. Items returned within 31 – 120 days of the invoice date shall be subject to a restocking fee of 20% of the value of the goods, minimum 150.00 CHF / EUR). All costs incurred resulting from the return delivery shall be either invoiced directly to the sender or deducted from the credit note.

h) An offset of the credit note value from any open invoices may be made only after issuance of the credit note.

39 **DRAWINGS:**

For each special HEULE tool ordered a drawing may be provided on HEULE paper at no charge, including a parts list showing the composition of the tool. Approval drawings are supplied only with valid purchase order. For approval drawing requests without authentic purchase order a fee of min. CHF 150.— will be charged. In the event HEULE's documentation cannot be integrated into the end-user's system, HEULE can prepare the necessary documentation on a cost price basis. The additional costs for such documentation will not be added to the tool price but stated separately. Min. cost CHF 150.—

40 **TRIAL TOOLS:**

HEULE can make tools for testing/trials available to the customer. The purchaser may return the „trial tool“ for a full credit up to six months from the date of original purchase. Before returning the tool, the VIF form (trial commissioning approval protocol) (Vorlage_VIF_Template) must be sent to the responsible MDM (Market Development Manager/advisor) and approved by them. The tool will be checked internally by HEULE upon receipt. A credit note may be issued for normal signs of wear and tear that may occur during normal testing. Used blades must be charged in all cases and are excluded from return. Severely damaged or excessively worn parts that indicate improper use, heavy overload or long-term testing cannot be credited. The term of payment for the corresponding invoice for test tools shall be extended by one month. A copy of the corresponding invoice as well as the completed RL1 Form (return shipment form) must be included with any return shipment.

A test tool must be declared as such on the order. HEULE is not obliged to issue a credit for a returned test tool if it was not registered as such at the time of order.

Download the documents:

RL1 (return shipment form) / VIF (Vorlage_VIF_Template)
<https://extranet.heule.com/de/downloads-und-zeichnungen>

Download Pool / 01_Verkauf_Sales / 104_Ruecksendung_Return_Shipment