

## **General Terms and Conditions**

### **1. General**

These General Terms and Conditions apply to all sales, deliveries and other services (hereinafter "contract") between Action Super Abrasive SA (hereinafter "ASA") and the customer. Any amendments, supplements or other conditions shall only be valid if expressly recognised by ASA in writing. These general terms and conditions take precedence over the customer's terms and conditions of purchase or any other terms and conditions.

Should one of the provisions hereof prove to be invalid, then the other conditions shall remain valid. The parties are obliged to replace the invalid provision with a valid provision that corresponds to the economic content of the original provision.

If contractual documents are drawn up in several languages, only the French version shall be binding.

With regard specifically and solely to the sale of machines, these ASA General Terms and Conditions supplement (but do not replace) the "General Terms and Conditions of Delivery for Machinery and Equipment", in its 2024 version from the Swiss Association of Machinery Manufacturers (hereinafter "Swissmem GTC Machinery"), which are attached to these General Terms and Conditions and form an integral part of them. In the event of any provisions of these General Terms and Conditions derogating from the Swissmem GTC Machinery, the provisions of these General Terms and Conditions shall prevail. In the event of contradiction, only the clauses of these General Terms and Conditions shall apply. The Swissmem conditions can be consulted at the following address: [link](#).

### **2. Conclusion of the contract**

Contracts between ASA and the customer are only concluded when ASA sends the order confirmation (hereinafter "Confirmation").

### **3. Prices**

Prices correspond to those shown on the ASA Confirmation.

Prices do not include taxes and duties of any kind, royalties or customs duties, which are payable by the customer.

All transport, insurance, import/export and packaging costs are to be borne by the customer.

### **4. Customer referencing**

If the customer uses its own reference number (or article number) in its exchanges with ASA, he will have to individualize each grinding wheel in a unique way; in practice, a reference number can only correspond to a single grinding wheel.

The uniqueness of each grinding wheel is defined by several criteria, which are its shape and dimensions, the type and grain size of the abrasive, its hardness, its abrasive concentration and the reference of its bond.

In any event, the Confirmation lists ASA's delivery exhaustively, including the uniqueness criteria mentioned above. ASA shall not be held liable in any way for any differences, including but not limited to technical differences, between the customer's own referencing and the Confirmation.

## **5. Terms of delivery**

The delivery period is that stated on the ASA Confirmation and corresponds to the date of dispatch by ASA.

ASA reserves the right to redefine the terms of delivery as appropriate if information to be provided by the customer does not reach ASA in time, or due to obstacles arising at ASA or at one of its suppliers.

ASA reserves the right to withdraw from the contract if, because of events occurring at ASA or at one of its suppliers, ASA is no longer able to undertake the delivery.

ASA excludes all liability for any delay in delivery. In particular, all claims for damages, termination of the contract or reduction of the price are excluded, except in cases of gross negligence.

## **6. Transfer of profits and risks, transport and insurance**

Unless otherwise agreed, delivery is "EXW Switzerland - Cornaux" in accordance with the Incoterms 2020 clauses in their current version. The risk is transferred to the customer in accordance with the Incoterms clauses defined.

Unless otherwise stated, ASA will carry out the shipment with its carrier. The customer may request that the shipment be made with his carrier. The related costs will be invoiced to the customer.

ASA will use the carrier mentioned on the Confirmation.

The customer is obliged to inform ASA of any particularities relating to the customs and transport regulations concerned.

ASA declines all liability for transport. The customer is responsible for insuring the product and transport.

## **7. Receiving deliveries**

The customer has 10 working days from receipt of the product to report any defects. After this period, the product is deemed to have been accepted.

Any defects shall not entitle the customer to any rights other than those set out in section 10 below.

## **8. Payment terms**

ASA's invoices are payable and due within the period stated on ASA's invoices.

In the specific case of machine sales, the terms of payment in instalments are detailed on the confirmation.

ASA expressly reserves the right to suspend performance of all its obligations to the customer and to terminate the contract if the customer is in default of payment or in the event of the opening of judicial or extrajudicial bankruptcy proceedings, composition or any other compulsory execution against the customer.

All receivables from ASA against the customer shall fall due as soon as the customer is in default of payment or in the event of the opening of judicial or extrajudicial bankruptcy proceedings, composition or any other compulsory execution against the customer.

## **9. Cancellation or postponement of the order**

### **9.1. Single delivery sale of grinding wheels and machines**

When an order includes a single delivery date, this is firm and definitive upon receipt of the Confirmation. In this case, the customer expressly waives any right to cancel or postpone the order. Cases of force majeure remain reserved.

In all cases, the sale of a machine is considered to be a single-delivery sale.

### **9.2. Staggered delivery sales of grinding wheels**

#### **9.2.1. Cancellation**

The delivery time indicated on the Confirmation is used as a reference for the time limit for cancellation of the order by the customer.

The customer may cancel staggered delivery quantities for which he has not yet received an invoice, but he must then compensate ASA as follows :

<b><i>week*</i></b>	<b><i>Amount</i></b>
36	70%
24	80%
12	90%

*\*Number of weeks before the deadline indicated in the Confirmation at the time ASA receives the order cancellation.*

*\*\*Percentage of the total selling price as per the Confirmation after deduction of grinding wheels already invoiced.*

#### **9.2.2. Postponement**

If the customer postpones delivery of the grinding wheels to be delivered according to the agreed schedule, the grinding wheels affected by the postponement must be notified 60 days before the delivery deadline agreed between the parties. In the absence of any other agreement of the parties, the customer is obliged to accept the agreed deliveries in accordance with the schedule.

Under no circumstances may the postponement exceed two months in relation to the agreed timetable, unless the parties agree otherwise.

## **10. Warranty, liability and storage**

The warranty period is 12 months. It begins to run at the time of transfer of risks and profits.

In the event of defects, ASA reserves the right, at its discretion, to remedy them or to replace the defective product. The customer shall not be entitled to reduce the price of the products concerned or of other orders.

All other claims are expressly excluded, in particular claims for damages, whether direct, indirect or consequential damages, loss of production or lost profits.

In particular, ASA does not respond:

- for defects resulting from inaccurate information provided by the customer;
- for defects resulting from technical differences between the customer's referencing and the Confirmation;
- for defects concerning products that have been modified or used improperly by the customer;
- for defects resulting from improper storage or failure to comply with ASA storage instructions.

## **11. Place of jurisdiction and applicable law**

This relationship and the rights and obligations arising from it are subject to Swiss law (Code of Obligations). In particular, the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, as amended on 26 October 2022, is excluded.

The exclusive place of jurisdiction for any dispute arising out of or in connection with this relationship is Neuchâtel.

Cornaux, 31<sup>th</sup> January 2025