

Terms and Conditions of Sale and Delivery Siebenwurst CAD CAM Solution S. de R.L. de C.V.

Unless expressly stated otherwise by us in writing, our offers are based on the following Delivery Terms. Items specified in detail in our offers have priority over these terms. If this is not the case, the Sales and Delivery Terms apply as provided below.

1. Offers and purchase orders

Offers are binding only for the scope of services stated explicitly in the offer. Terms and conditions of purchase of the ordering party that are contrary to our Sales Terms are invalid without the need for any objection on our part. As a general rule, oral agreements or arrangements made by phone are valid only after they have been confirmed by us in writing. Offer documents remain the property of Siebenwurst CAD CAM Solution S. de R.L. de C.V and may not be viewed by third parties without the written permission of Siebenwurst CAD CAM Solution S. de R.L. de C.V.

2. Prices

All prices are in Euros, for delivery ex works, excluding packing and VAT.

2.1 Tools/moulds

The prices are also exclusive of spare and wear parts. Establishing series production readiness at the place of use is always the responsibility of the ordering party or the third party commissioned by him; this is never the task of Siebenwurst and therefore not include in the price.

The Contractor and Customer agree that the ordered tool is not a standard version and that unforeseen problems can occur as a result during the production process, leading to costs which are not covered by the offer price.

The Contractor shall endeavor to meet the offer prices, but reserves the right, should unforeseen production problems arise, to negotiate new prices with the Customer.

Change requests made by the Customer may lead to a recalculation of costs. Additional expenses for Siebenwurst that result due to incomplete, missing or incorrect designs, CAD data, or materials or information provided will be invoiced accordingly if they are not expressly included in the scope of supply.

Siebenwurst CAD CAM Solution S. de R.L. de C.V holds an extended retention of title – even after delivery – until the tools/moulds have been paid in full.

2.2 Service, maintenance, repair and change requests for tools and moulds

2.2.1 Non-executable repair work

The agreed hourly rate/expense or package price for the repair work must be paid even if the repair work cannot be carried out due to reasons for which the Contractor is not responsible.

2.2.2 Consulting services

The services provided by Siebenwurst CAD CAM Solution S. de R.L. de C.V in this area are exclusively advisory in nature; Siebenwurst CAD CAM Solution S. de R.L. de C.V is not liable for any subsequent defects in the final product.

2.2.3 Temporary work

The Customer receives an offer in the form of a price list with the hourly rates including additional costs such as travel, hotel and other costs before the Siebenwurst employee begins temporary work. The services provided by Siebenwurst in this area are exclusively advisory in nature; Siebenwurst CAD CAM Solution S. de R.L. de C.V is not liable for any subsequent defects in the final product.

3. Deadlines, delivery conditions and cancellation

3.1 Tools/moulds

Delivery times are calculated from the day of the final technical and commercial release (approval) and written order confirmation. Engineering drawings and design data must always be checked by the Customer and released for production with a valid release note. The Customer bears the full responsibility for their accuracy.

Siebenwurst CAD CAM Solution S. de R.L. de C.V is entitled to cancel the contract or to delay delivery if the Customer fails to provide the necessary purchase orders, information, confirmations or materials (regardless of type) on time.

Schedule delays from longer order processing times. Siebenwurst CAD CAM Solution S. de R.L. de C.V must notify the Customer of schedule delays resulting from longer order processing times. Days are specified as working days (5/week). In case of unforeseen events affecting production and other impediments such as force majeure, transport delays, strikes, operational disruptions at Siebenwurst CAD CAM Solution S. de R.L. de C.V and its suppliers, inadequate supply of raw materials and operating supplies for which we are not at fault, we are entitled to postpone delivery for as long as we are impacted by such events.

Penalties for delays and claims for damage due to delayed or non-executed delivery are excluded.

The delivery deadline is met when the Contractor accepts the sampling, but no later than when the Contractor has given the ready-for-shipping notification.

3.2 Service, maintenance, repair and change requests for tools and moulds

Delivery times are calculated from the day of the final technical and commercial release (approval) and written order confirmation.

The scheduled time in the offer is considered the delivery time. This is determined in consultation with the Customer for orders billed on an hourly basis.

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3.4 Temporary work

Delivery times are calculated from the day of the final technical and commercial release (approval) and written order confirmation.

The scheduled time in the offer is considered the delivery time. This is determined in consultation with the Customer for orders billed on an hourly basis.

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4. Shipping

Unless expressly stated otherwise in our offer in the “Terms and Conditions”, the Customer is responsible for the costs and scheduling of transport with the associated logistics. The goods are considered delivered with the initial sampling. If no initial sampling takes place, the ready-for-shipping notification constitutes the delivery of goods.

5. Acceptance, transfer of risk

Transfer of risk takes place with the acceptance/approval. Acceptance takes place with the sampling or with the ready-for-shipping notification if there is no sampling. Changes to moulds are considered accepted upon completion.

If there is no sampling process, the tool is considered accepted if the Customer does not complete the acceptance of the tool within 14 days of delivery or ready-for-shipping notification.

This also applies to changes to be introduced at a later time.

6. Payment terms

Unless otherwise agreed, payments are to be made without any deduction or fee to the Contractor’s payment office/agent in accordance with the following conditions:

6.1 Tools/moulds

- a) 30% upon receipt of order confirmation
60% at initial sampling – off-tool parts
10% at delivery, but no later than 14 days after initial sampling or ready-for-shipping notification.

Changes occurring during production will be invoiced with the due date “Net cash 14 days from date of invoice”.

- b) The due date for deliveries of spare parts, repairs and contract work is “Net cash 14 days from date of invoice”.
- c) If the ordering party is in arrears based on the applicable payment deadlines, Siebenwurst CAD CAM Solution S. de R.L. de C.V. calculates interest at a rate of 6% over the usual unsecured loan in Mexico.
- d) Payment delays will result in delivery delays.

6.2 Service, maintenance, repair and change requests for tools and moulds

- e) 100% based on hourly rate/expense. If the project runs for longer than one month, expenses are billed on a monthly basis.
- f) If the ordering party is in arrears based on the applicable payment deadlines, Siebenwurst CAD CAM Solution S. de R.L. de C.V. calculates interest at a rate of 6% over the usual unsecured loan in Mexico.
- g) Payment delays will result in delivery delays.

6.3 Consulting

- h) 100% based on hourly rate/expense. If the project runs for longer than one month, expenses are billed on a monthly basis.
- i) If the ordering party is in arrears based on the applicable payment deadlines, Siebenwurst CAD CAM Solution S. de R.L. de C.V. calculates interest at a rate of 6% over the usual unsecured loan in Mexico.
- j) Payment delays will result in delivery delays.

6.4 Temporary work

- k) 100% based on hourly rate/expense. If the project runs for longer than one month, expenses are billed on a monthly basis.
- l) If the ordering party is in arrears based on the applicable payment deadlines, Siebenwurst CAD CAM Solution S. de R.L. de C.V. calculates interest at a rate of 6% over the usual unsecured loan in Mexico.
- m) Payment delays will result in delivery delays.

7. Retention of title

Please note that we only deliver under the terms of the extended retention of title. Delivered goods remain our property until the purchase price has been paid in full. Pledging or transfer by way of security is not permitted. Third-party seizures, especially attachments, must be reported to us immediately in writing. If clear doubts about the solvency or liquidity of the Customer arise after the Agreement has been concluded, Siebenwurst CAD CAM Solution S. de R.L. de C.V. may refuse performance until payment is made or security for the payment is guaranteed.

8. Warranty, liability for defects

Siebenwurst CAD CAM Solution S. de R.L. de C.V. Provides a warranty within the statutory regulations for the proper and professional execution of Customers orders.

The order is executed using state-of-the-art technologies and methods. The Customer or his agent agrees to immediately inspect the goods for their compliance. Failure to immediately inspect the goods is considered unconditional recognition of the compliance of the goods in terms of their quality and characteristics.

Notification of defects must be given immediately in writing, but no later than within two weeks of delivery to the Customer or his agent.

Siebenwurst CAD CAM Solution S. de R.L. de C.V. assumes no liability if notified defects are repaired/corrected by third parties or the Customer. Siebenwurst CAD CAM Solution S. de R.L. de C.V. also assumes no liability if the Customer makes any changes to the delivered goods or contracts third parties for this purpose. Claims of the Customer or his agent for rescission, reduction of the purchase price, especially brought about by unauthorized actions due to alleged deadline pressure, damage compensation (including freight costs), etc., are excluded. The results of the Siebenwurst CAD CAM Solution S. de R.L. de C.V. reinspection shall apply exclusively when assessing whether the complaint is justified or not. In case of unjustified complaints that lead to extensive reinspections, the costs of such reviews will be billed to the Customer.

Our basic liability is limited to defects in the goods we deliver and does not cover defects or consequential loss caused by manufacturing problems of the Customer. Similarly, Siebenwurst CAD CAM Solution S. de R.L. de C.V. assumes no liability for damages of any kind caused by improper use by the Customer or a third party contracted by him.

All members of the Siebenwurst Group worldwide offer their complete service portfolio to Siebenwurst CAD CAM Solution S. de R.L. de C.V.

Warranty claims for tools and moulds and services ordered from Siebenwurst CAD CAM Solution S. de R.L. de C.V. Are not transferrable to any other member of the Siebenwurst Group worldwide.

The statutory regulation for warranty claims applies to tools and moulds and services ordered from Siebenwurst CAD CAM Solution S. de R.L. de C.V., starting from the day of initial prototyping of the tools/moulds or notice of completion of the service.

9. Utilities and resources

Unless agreed otherwise, developments, drawings, CAD designs, natural, scale and CAD models, milling programs, auxiliary tools and devices including operating supplies remain the property of Siebenwurst CAD CAM Solution S. de R.L. de C.V. Separate arrangements may be made in which one or more of the above items is left with the Customer; however, the copyright remains with Siebenwurst and may not be transferred to third parties.

Siebenwurst CAD CAM Solution S. de R.L. de C.V. is entitled to use support and / or services from a third party without given a notice to the client.

10. Place of performance

Place of performance for delivery and payment is in the Mexican States.

11. Jurisdiction, applicable law

The jurisdiction of this contract is borne by the courts of the city of Santiago de Querétaro, Querétaro, México. However, the supplier shall also be entitled to file action at the location where the payer's headquarters are located. Mexican law will apply exclusively.

Last updated: May 2015