

# General conditions OffAxis Sàrl (*Translation*)

## 1. Posterior modifications of the contract

Any posterior modification with the signature of the contract is valid only if the salesman confirms it in writing.

## 2. Price

Any offer or estimate engages the salesman only when this one confirms the written order. Except contrary agreement, the prices mean Nets, at the beginning of the residence of the salesman. The expenses of packing, forwarding and transport are invoices moreover. Prices are subject to change by the factory after signing the contract

## 3. Payment

a) The payments are done the cash on the delivery at the latest.

b) In the event of partial deliveries or repairs, the price corresponding to extended from the delivery must be paid the cash.

c) The customs documents are given to the purchaser only against total payment of the invoice given to the delivery or the balance.

d) The purchaser who desists must pour an allowance of 20 % by way of conventional sorrow, all claims for additional damages being reserved.

e) If the solvency of the purchaser is doubtful, the salesman is untied of his contractual obligations, even if this circumstance existed already at the time of the contract signature.

## 4. Reserve property

The object of the contract remains property of the salesman until the complete payment of the selling price. The salesman is authorized to make register his reserve of property to the official register.

## 5. Delivery period

The delivery periods are given in good faith. No allowance will be due in the event of delay and no cancellation based on this reason is accepted by the salesman. Delivery times are subject to change by the factory after signing the contract

## 6. Case of absolute necessity

Mobilization, war, strike, lockout, epidemics, fire, accidents of tools, or very other causes involving unemployment total or partial of the factories are regarded as case of absolute necessity, involving the suspension of the deliveries and releasing the salesman of any obligation on this subject. The cancellation of the contract in this case only obliges the salesman to refund the perceived instalments, without interests. All claims with damage interests on behalf of the purchaser are excluded.

## 7. Guarantee

a) The period of guarantee starts as of the day of the reception of the object.

b) The object is delivered with the guarantee of factory granted by the salesman to the purchaser. Any other responsibility is excluded. The handling and transport charges of the object or the possible travelling expenses of the salesman are the responsibility of the purchaser.

c) The guarantee dies out when repairs or transformations were carried out without the written assent of the salesman by thirds or the purchaser himself. It also dies out when the purchaser does not follow the regulations of the salesman as for the use of the object of the contract.

d) The fair wear and tear and the damage due to the negligence or a badly suitable use are excluded the liability.

## 8. Legal For

For judiciary is the seat of the salesman.

Signature of the purchaser who read and approved the general conditions above.

Place and date : .....

The purchaser: .....