



## **GENERAL CONDITIONS OF SALE, DELIVERY AND PROVISION OF SERVICES**

### **1. BASIC CONDITIONS**

All our sales, deliveries and services are subject to Anixter's 'General Conditions of Sale, Delivery and Provision of Services', notwithstanding other specific agreements in writing.

### **2. VOLUME**

The order volume and conditions are stipulated on Anixter's order confirmation or, in the case of an express delivery, on the invoice. If the Customer wishes to make any modifications with respect to this order confirmation of the order, these must be set out in an agreement in writing between the parties.

### **3. PRICES**

- 3.1 The prices stated in Anixter's offers and price lists are understood as not binding on Anixter. Anixter may modify or cancel them at any time with no prior notice.
- 3.2 Prices of goods are understood as stock ex-Clarens, including paper packaging and one-way packaging, plus VAT. Cable reels, crates and packaging are charged to the customer's account.
- 3.3 Anixter reserves the right to bill an administrative fee of CHF 80.00 for any orders of less than CHF 400.00 (excluding VAT).
- 3.4 Anixter reserves the right to bill the Customer for the additional costs of express deliveries.

### **4. PAYMENT**

- 4.1 Anixter's conditions of payment are 30 days net of the date of invoice.
- 4.2. In the event of delayed payment, Anixter reserves the right - even if no reminder has been issued - to bill interest for overdue payment thenceforth at 6%, as of the 31<sup>st</sup> day following the date of invoice, with no prior notice.
- 4.3. In the event of delayed payment by the Customer, Anixter may - without prejudice to its other legal rights - refuse to carry out any deliveries or supplies of services under this contract or under another contract, or demand prepayment. The Customer is not released from the obligation to accept the goods and/or the services.

### **5. OWNERSHIP AND RISK**

Ownership and risk in the Products shall be transferred to the Customer on delivery in accordance with the relevant INCOTERMS 2012.

### **6. DELIVERY**

- 6.1 Unless otherwise agreed in writing, delivery shall be Ex-Works.
- 6.2 The lead times stipulated for delivery or accomplishment do not entail any commitment by Anixter, but they shall be observed as far as possible. Instances of *force majeure* concerning Anixter or its suppliers release it from its obligations and entitle it to suspend any orders or mandates not yet carried out. At the



request of the Customer, Anixter must state whether it is terminating the contract or whether it shall carry out the delivery and/or provide the service within a period to be determined by Anixter. The Customer is not entitled to claim any damages.

6.3 Partial deliveries are permitted.

6.4 Services shall be provided in accordance with Anixter's standard practices.

## **7. CLAIMS/MANUFACTURING DEFECTS/WARRANTY**

7.1 Claims may only be made to Anixter for visible defect or non-conformities and/or variations in the quantity delivered, exceeding +/-10% with respect to the quantity agreed, within seven (7) days of delivery. If Anixter accepts liability of any variations in the quantity delivered, Anixter's sole obligation shall be to deliver the quantity missing.

7.2. Anixter warrants that (subject to the other provisions of these Conditions), for a period of 12 months (or, in the case of software, 30 days) from delivery, the Products will be free from material defects in material and workmanship and materially in accordance with the specifications provided by the manufacturer of the Products.

7.3 Anixter guarantees that any Services provided shall be carried out to a reasonable level of diligence and competence.

7.4 Anixter does not provide any guarantee that software shall work with no interruptions, or that it shall not contain any errors.

7.5 The warranty described in the preceding section does not cover defects or damage caused by natural wear and tear, and shall not apply to Products which have been modified or which have been subjected to misuse or abuse, neglect, accident, damage, improper storage, improper installation or maintenance.

7.6 Subject to the stipulations of the sections above, if the Products do not comply with the warranty set out above, Anixter shall at its option replace or repair such Products free of charge or refund the price of such Products . provided that the Customer returns the faulty Products at its own expense. Such remedy shall be exclusive. At the request of Anixter, the Customer may be compelled to take action exclusively and directly against the manufacturer of the Products. Products thus repaired or replaced shall be guaranteed pursuant to this document for the portion of the period of twelve (12) months that has not yet expired.

## **8 MATERIAL STOCKS/AUTHORISATION FOR RETURN**

Modifications may be made to material stocks at any time, with no prior notice issued to the Customer. In the event of any modifications, Anixter reserves the right to supply a Product with the same technical characteristics to the Customer.

## **9 GOODS BELONGING TO THE CUSTOMER**

9.1 Anixter shall not take any liability for any risk of damages or losses pertaining to goods that are in its possession but are the property of the Customer. Anixter cannot be held liable for any losses of or damage to goods that are stored at Anixter's premises but are the property of the Customer, unless the losses or damages are caused exclusively by negligence on Anixter's part.

9.2 The amount of compensation payable by Anixter in the event of such loss or damage is limited to the price of manufacture of the goods belonging to the Customer (if they are manufactured by the Customer or by an associate company or entity) or the price of replacing them (if they are manufactured by a third party).



- 9.3 The Customer must insure its goods against any loss or damage not caused exclusively by negligence on Anixter's part. Anixter does not take any liability for damages or losses pertaining to goods that are the property of the Customer in the event of an instance of *force majeure*.

## **10. EXPORTS**

The goods delivered are subject to the export control conditions of the exporting countries, and also to Swiss import conditions.

## **11. DEROGATIONS**

Derogations of these general conditions must be agreed in writing.

## **12. PLACE OF JURISDICTION**

The place of jurisdiction for deliveries, provision of services and payments is Volketswil or Clarens.

## **13. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Customer may not transfer the rights and obligations arising from the contractual relationship between the Customer and Anixter to any third parties without prior consent in writing by Anixter.

## **14. LIABILITY**

- 14.1 Anixter's liability vis-à-vis the Customer, be this in the event of faults, negligence, breach of contract, false statements or in any other way (whether or not these have arisen from the actions or omissions of employees, representatives or subcontractors of the Company) may not under any circumstances exceed one hundred (100) % of the cost of the Product or the Service concerned that incurred Anixter's liability. The cost of this Product or of this Service shall be determined by the net price billed to the Customer on that occasion.
- 14.2 Anixter shall not incur any liability vis-à-vis the Customer for any loss of profits or benefits, loss of business or damages to brand image, or any other direct or indirect, consequential or special damages or for any other claim arising from this document, even if Anixter has been notified of the possibility of such damages, and irrespective of the cause of the losses or damages. Notwithstanding the above, any other conditions guaranteed, statements whether express or implicit, regulatory or otherwise, concerning the Product or the service are expressly excluded, to the extent permitted by the laws applicable. No stipulations shall exclude or limit Anixter's liability in the event of death or bodily injuries caused by negligence or wilful wrongdoing on Anixter's part.

## **15. SEVERABILITY**

If any clause in these conditions is considered invalid, illegal or inapplicable for any reason by a jurisdiction or any other authority, it alone shall be considered invalid and null and void, but the other conditions shall be maintained and be fully effective.

## **16. APPLICABLE LAW - JURISDICTION**

All legal relationships between Anixter and the Customer are subject to Swiss law. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable. The exclusion is expressly stipulated by virtue of Article 6 of the CISG. Anixter's office in Clarens is



taken as its registered address and place of jurisdiction. Anixter may, however, take legal action against the Customer at the court corresponding to the registered address of the latter.