

## Terms and Conditions for the purchase of cutting tools from the Mikron Tool website

### 1. Scope of application

1.1 These Terms and Conditions shall govern customer's purchase of cutting tools from the Mikron Tool portal ([www.mikrontool.com](http://www.mikrontool.com)) and shall apply to all products and services of Mikron Tool obtainable through the Mikron Tool website.

1.2 Purchase of Mikron products from the portal is restricted to corporate employees or representatives. Mikron products may only be used for commercial purposes and may not be resold to or traded with (i) third parties, or (ii) companies not registered in the same country of the corporate seller. These Terms and Conditions may not be amended or modified without the prior written consent of Mikron.

1.3 Mikron Tool reserves the right to amend or update these Terms and Conditions as well as the prices, products, ordering conditions at any time without notice. At all times, the last update of the General Terms and Conditions available on the website [www.mikrontool.com](http://www.mikrontool.com) will be deemed valid and effective.

### 2. Conclusion of contract / right of revocation

2.1 All offers for Mikron Tool products and services are non-binding until Mikron Tool accepts an order issued by the customer.

2.2 The customer places an order by completing the order form provided by Mikron Tool on the Mikron Tool website. If Mikron Tool accepts the customer's order, Mikron Tool shall issue to the customer a confirmation by email of such acceptance.

2.3 Once Mikron Tool sends its confirmation email to customer, the order may no longer be cancelled. The customer is not entitled to withdraw from the purchase.

2.4 Once the agreement has been concluded by the issuing of a confirmation by Mikron Tool, these terms and conditions are deemed to have been accepted by the customer.

2.5 Mikron Tool reserves the right, in its sole discretion, to decline the customer's order and to block the user's account, and will do so in any case in the event of improper use, suspected improper use, non-payment of invoices, or the use of an invalid credit card.

2.6 The contractual relationship between the Mikron Tool and customer shall commence upon Mikron Tool accepting the customer's order pursuant to this Section 2.2.

### 3. Prices

3.1 All prices shall be deemed FCA Mikron Tool warehouse (Incoterms 2010), unless otherwise stated by Mikron Tool. Packing, VAT, shipping costs, customs charges and any other taxes are excluded from the listed price.

3.2 The price charged for the products is displayed during the online purchasing process. Ancillary costs set forth in Section 3.1 above will be charged and reflected in the invoice.

3.3 Online purchase is displayed directly with the e-mail of confirmation by Mikron Tool or on the computer screen in PDF format and should if possible be printed by the customer itself using Acrobat Reader. Customer should retain a copy of the purchase in PDF format for customer's records.

3.4 Online purchases cannot be assigned or transferred to any third party without the prior written consent of Mikron Tool.

### 4. Payment terms

4.1 Unless otherwise agreed to in writing between Mikron Tool and the customer, payment terms are thirty (30) days net from the invoice date.

### 5. Delivery / shipping terms

5.1 Customer must register with the Mikron Tool website prior to ordering products or services online. Mikron Tool shall provide customer with a username and password for the purposes of accessing the Mikron Tool website. Customer shall keep all username and password information confidential, and shall not transfer or otherwise communicate any username or password information to any third party without the prior written consent of Mikron Tool.

5.2 Purchased products shall be shipped to the place of destination indicated during the purchasing process. Shipment shall be performed by the carrier chosen in the list available in the Mikron website and solely at customer's risk and expense.

5.3 Customer shall be solely responsible for all costs set forth in Section 3.1, including shipping costs, for items sent inland or abroad. For any shipment of products from Mikron Tool to the customer, the customer may request that Mikron Tool purchase shipping insurance. In the event of such a request, the customer shall be responsible for the costs and expenses associated with provided shipping insurance. Nothing in this Section 5.3 shall be construed as obligating Mikron Tool to purchase or provide shipping insurance to the customer.

5.4 Times and deadlines stated by Mikron Tool are non-binding unless otherwise explicitly communicated by Mikron Tool to the customer in writing. Unless otherwise stated, a delivery deadline shall be considered satisfied at the time when Mikron Tool informs the customer that the purchased products are ready for shipping from the Mikron Tool warehouse.

5.5 In the event that Mikron Tool informs the customer that the purchased products are not ready for shipping at the provided deadline, the customer is not entitled to any refund of the purchase amount and may not unilaterally withdraw from the purchase. Mikron Tool is not responsible for any purchased items that do not arrive to the customer.

### 6. Quantity

6.1 For custom-made tools, the ordered quantity may vary as follows:

- for orders up to 20 pieces: by +/- 2,
- for orders from 21 up to 39 pieces: by +/- 3; and
- for order of 40 pieces or more: by max +/- 10%.

6.2 Billing is based on the quantity actually delivered and on the prices for each individual item agreed upon at the time the order is placed.

### 7. Liability

7.1 All warranties for defects are hereby disclaimed, with the sole exception being defects in materials or workmanship.

7.2 Complaints of any nature must be filed in writing within eight (8) days from the receipt of the purchased products. The customer undertakes to return any defective items, and customer shall be solely responsible for any costs and expenses associated with such return. Mikron Tool retains the right to inspect and evaluate any products claimed to be defective or unusable because of demonstrable defects in materials or workmanship. Mikron Tool may, in its discretion, undertake to repair (or) replace the defective item.

7.3 Mikron Tool reserves the right improve upon or change its existing technology at any time without prior notice to the customer.

7.4 Mikron Tool cannot guarantee the permanent availability of all modules on its website and shall not be liable for disruptions to the ordering or order handling process, including those disruptions

which may arise from (or in connection with) delayed or unexecuted orders.

7.5 Mikron Tool makes no express or implied warranties of any kind and no representations about the completeness, accuracy, suitability or availability with respect to the functionality of its website, or any of the information, products, services or related graphics and drawings contained on the website. The customer relies on the aforementioned materials at the customer's own risk.

7.6 MIKRON TOOL'S LIABILITY FOR ANY CLAIM ARISING FROM THE USE OF THE MIKRON TOOL WEBSITE, ANY CONTRACTUAL RELATIONSHIP BETWEEN MIKRON TOOL AND THE CUSTOMER, THE PURCHASE OR OFFER TO PURCHASE THE PRODUCTS WHICH ARE THE SUBJECT OF THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS ARISING UNDER THE LIMITED WARRANTY CONTAINED IN SECTION 7.1 OR ANY OTHER CLAIMS WHATSOEVER, SHALL BE LIMITED IN ALL CASES TO AN AGGREGATE AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE VALUE OF THAT PART OF THE SUPPLY WHICH WAS NOT IN COMPLIANCE WITH THE CONDITIONS AND TERMS SET FORTH IN THE CONTRACT BETWEEN MIKRON TOOL AND CUSTOMER.

7.7 WITHOUT PREJUDICE TO ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, MIKRON TOOL SHALL NOT HAVE ANY OBLIGATIONS OR LIABILITY WHATSOEVER TO CUSTOMER OR TO ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER CUSTOMER, WHETHER ARISING PURSUANT TO THE LIMITED WARRANTY, PURSUANT TO ANY AGREEMENT PERTAINING TO THE PRODUCTS OR SERVICES, OR IN CONTRACT, IN INDEMNITY, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), IN PRODUCTS LIABILITY, IN STRICT LIABILITY, OR OTHERWISE FOR ANY EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (EVEN THOUGH SUCH DAMAGES MAY BE FORESEEABLE) INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF USE OF EQUIPMENT; COST OF CAPITAL; LOSS OF GOODWILL; LOSS OF DATA; LOSS OF CORPORATE VALUE; LOSS OF POTENTIAL SAVINGS; COST OF SUBSTITUTE PRODUCTS, REPAIRS OR FACILITIES; COST OF DOWNTIME; COST OF FREIGHT, INSPECTIONS, INSTALLATION, REMOVAL OR REINSTALLATION WITH RESPECT TO ANY PRODUCT; OR CLAIMS OF ANY CUSTOMERS OF PURCHASER FOR ANY SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY SHALL NOT, HOWEVER, APPLY IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL INTENT BY MIKRON TOOL.

## 8. Intellectual property

8.1 All technical, commercial, and business information reproduced or disclosed within the customer-only area of the Mikron Tool website and all other information made accessible to customer throughout its contractual relationship with Mikron Tool (each, "Trade Information") is confidential.

8.2 Trade Information may not be copied, reproduced, transmitted, communicated or otherwise disclosed to a third party without the prior written consent of Mikron Tool.

8.3 All intellectual property rights associated with Mikron Tool Trade Information, products, offers, deliveries, calculations, plans and any other technical documents, including all know-how, which may arise as a result of the contractual relationship between Mikron Tool and customer shall vest and remain only with Mikron Tool.

8.4 The disclosure of any Trade Information or other confidential information does not confer or grant any rights to the customer. Irrespective of any existing intellectual property rights to such information, the customer shall refrain from any competitive act against Mikron Tool, including but not limited to copying, manufacturing, or commercializing Mikron Tool's products and project results in any way whatsoever.

## 9. Modification

9.1 Special tools are manufactured according to the latest drawings available at Mikron Tool. Any change made subsequent to the customer's accepted order shall be made at the customer's sole cost and expense.

## 10. Data Protection and data security

10.1 Mikron Tool uses its best efforts to ensure that data protection regulations are observed. Mikron Tool employs common industry security standards for online shopping.

10.2 The customer is expressly requested to take every precaution to protect its personal data, including registration data, user names and passwords (collectively, "Personal Information"). Mikron Tool will not be liable for losses suffered by the customer as a result of customer's improper use or loss of its Personal Information.

10.3 The customer agrees that it may be sent advertising material by Mikron Tool, unless it expressly requests otherwise.

## 11 Partial nullity

11.1 Should one or more provisions of these Terms and Conditions be invalid, illegal or otherwise ineffective, the validity of the entire contract or all the conditions shall not be affected. The invalid provision will be replaced by the relevant statutory provision.

## 12 Authoritative language

12.1 These Terms and Conditions are available in German, French, Italian and English. In the event of contradictions, the English version is authoritative.

## 13. Governing Law / place of jurisdiction / place of fulfilment

13.1 Governing law, place of jurisdiction and place of fulfilment will be strictly linked to the Mikron Tool legal entity with which the customer has established the contractual relationship:

- **Mikron Tool SA Agno**, Via Campagna 1, 6982 Switzerland: the legal relationship between Mikron Tool SA Agno and the customer shall be exclusively governed by and construed in accordance with the laws of Switzerland. The United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980 (CIGS) shall not be applicable. Place of jurisdiction and fulfilment shall be exclusively the Court where Mikron Tool SA Agno has its business registered office.

- **Mikron GmbH Rottweil**, Berner Feld 71, 78628 Rottweil, Germany: the legal relationship between Mikron GmbH Rottweil the customer shall be exclusively governed by and construed in accordance with the laws of Germany. The United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980 (CIGS) and international private law shall not be applicable. Place of jurisdiction and fulfilment shall be exclusively the Court where Mikron GmbH Rottweil has its business registered office.

- **Mikron Corp. Monroe**, 200 Main Street, 06468 Monro CT, USA: the legal relationship between Mikron Corp. Monroe and the customer shall be exclusively governed by and construed in accordance with the laws of State of Connecticut, USA. The United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980 (CIGS) and international private law shall not be applicable. Place of jurisdiction and fulfilment shall be exclusively the Court where Mikron Corp. Monroe has its business registered office.