



# Limited Warranty Policy

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## Warranty Terms for Fowler Trimos SA

Trimos height measuring instruments sold by Fowler in North America are warranted by Fowler and Trimos SA against defects in design, materials and workmanship for a period of 3 years, from the date of delivery from Fowler. Horizontal measuring instruments are warranted for a period of 2 years. All warranty claims should be directed to Fowler Service Department.

During the warranty period, Fowler will coordinate with Trimos SA to repair or replace defective parts or equipment free of charge, excluding labor and shipping.



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## GENERAL TERMS FOR FOWLER TRIMOS SA

### 1. Scope

These Terms of Delivery are an integral part of the sales contract between TRIMOS SA (hereafter Vendor) and its client (hereafter Buyer). Any other document, such as leaflet or catalogue issued by the Vendor or a third person is only of indicative value. General terms of purchasing used by the Buyer cannot apply. Should the buyer nevertheless use his own General Terms of Purchasing, the provisions contained in these Terms of Delivery alone shall still apply. Any deviation from these terms of delivery must be stated in writing.

### 2. Prices

Unless expressly agreed otherwise, prices are based on the price list valid at the time of signing of the contract. Prices are net ex works in Swiss Francs, according to INCOTERMS stipulations, net of tax, product not insured and without deduction. A currency other than Swiss Francs can be agreed between the Buyer and the Vendor before signing of the contract.

### 3. Ancillary costs, other services, order cancellation

The Buyer shall be liable for all ancillary costs, such as transport fees, insurance, export permit, banking expenses, as well as other authorizations and certifications. All taxes, customs duties and other charges in relation with the contract will also be assumed by the Buyer.

If delivery is delayed at the request of the Buyer or for reasons for which the Vendor cannot be held responsible, all expenses consequent to the measures taken by the Vendor (warehouse, conservation, insurances against damages of all sorts, etc.) are equally considered as ancillary costs assumed by the Buyer. Delivery delays such as mentioned in art. 7 of Terms of Delivery are reserved. In case of exceptional delay, the Vendor reserves the right to dispose of the equipment in order to satisfy another buyer.

In case of order cancellation by the Buyer within 30 days before the confirmed delivery date, the Vendor reserves the right to charge a penalty of 10% of the contract value.

### 4. Payment terms

Unless agreed to the contrary, all payments are due thirty days net from the date of invoice. This settlement date must be respected, even if the transport or reception of the goods have been delayed or made impossible for reasons not ascribable to the Vendor.

Any amount unpaid by the due date will give full right, without notification, to the payment of interests at a yearly rate of 5%. These interests will run from the due date until the payment date. Besides, the Buyer will bear all costs involved, including the reminder costs.

A lump sum of CHF 200.- for delayed payment is due after the 2<sup>nd</sup> reminder. Any payment adjournment requires written and prior agreement. The same applies for any compensation exception.

In specific cases, the Vendor reserves the right to require a guarantee, or the full payment before delivery of the goods.

## 5. Retention of title

The delivered goods remain the property of the Vendor until the purchase price has been fully paid. The Buyer sees to the respect of the property right of the Vendor and informs the third-party if the case arises. The Buyer implicitly undertakes to carry out, with the Vendor, all necessary steps to safeguard this right.

## 6. Delivery

The general term applied is « Ex Works » according to INCOTERMS specifications. Other delivery conditions can be agreed by both parties, in writing and before signing of the contract.

Delivery is made either directly to the Buyer or by notice of disposal, or by delivery to a forwarder on the Vendor's premises.

The date of delivery is stipulated by the Vendor on the order confirmation. The set date of delivery will be respected only if the Vendor has all necessary information at his disposal.

If the Vendor foresees that delivery will not be possible at the set date, it will notify in writing the Buyer in writing and in time, stating the reason of the delay, and if possible a new delivery date.

If delivery is delayed, the Buyer is neither entitled to cancel the order nor request damages.

The delivery date can be delayed for reasons for which the Vendor cannot be held responsible (e.g. war, strikes, riots, fire, natural disaster, machine breakdowns or supply shortage).

## 7. Risk transfer

The risk is passed from the Vendor to the Buyer at the invoicing date and departure of the goods from the production site of the Vendor. The goods are therefore transported at the Buyer's own risks.

If delivery is delayed at the Buyer's request or for other reasons for which the Vendor cannot be held responsible, the risks are passed from the Vendor to the Buyer at the date of disposal of the goods. From that date, the goods will be invoiced, stored in the Vendor's premises or in any other agreed place, and insured, on the Buyer's request, at the risk and expenses of the Buyer.

## 8. Insurance

The insurance of transport is not covered by the Vendor. An insurance can be concluded upon demand and at the of the Buyer's expense.

## 9. Regulations applying at the place of destination

The Buyer himself is responsible for ensuring the observance of safety regulations and any further statutory regulations applying at the goods destination.

## 10. Goods receiving

With no consideration of the steps to be taken towards the carrier, claims about quantity or nature of the goods must be formulated in writing immediately after receiving the goods, directly to the carrier/forwarder and notified to the Vendor.

## 11. Notification of defects and duties of the Buyer

The Buyer shall inspect the delivery immediately on arrival at its destination and give the Vendor written notification of any defects. The notification will include a listing and description of the defects, thus enabling the Vendor to appreciate the nature of the defects.

The only defects giving rise to guarantee are material or manufacturing defects.

Defects that could not be detected upon delivery and which are noticed later are considered as hidden defects. Such defects must be reported to the Vendor without delay. The claim regarding defective goods must comply with the terms of art. 12 of Terms of Delivery.

The Buyer must keep the defective goods at the Vendor's disposal in order to be entitled to the guarantee. In the case of hidden defects, these goods should not be used if possible. The opportunity will be left to the Vendor to check the defects. The Buyer shall not repair himself or have a third party do so, except with express written agreement from the Vendor.

The Vendor will take at his charge all expenses incurred by his intervention, assuming that a defect covered by guarantee has been detected. The warranty will not apply if the above instructions are not respected.

## 12. Return of goods

When returning an instrument with a guarantee claim, the Buyer must follow the instructions given by the Vendor for the return (RMA). The returned goods must be sent DAP Renens, according to INCOTERMS specifications. Re-expedition to the Buyer will be made ex-works, according to INCOTERMS.

## 13. Warranty against defaults

Unless express agreement to the contrary, Trimos products are guaranteed against material or manufacturing defects for a period of 3 years from delivery date to the customer for vertical instruments and 2 years for all other instruments as well as for all accessories.

If such defects are proved to exist during the warranty period, the Vendor will choose either to repair or replace the elements as soon as possible and without charges, except for transport, insurance and related taxes.

However, as complement to this basis, some restrictions as to the warranty period duration apply on the following components :

- 1 year for reloadable batteries (no guarantee on autonomy)
- 1 year for handles and keyboards
- 3 years (currently) on DELL equipment (PC, keyboard, mouse), current warranty conditions << Gold Technical Support >> by DELL (can be modified without warning according to changes by DELL)
- 6 months for delivered spare parts.



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## 14. Guarantee of instruments repaired at TRIMOS SA out of guarantee period

The Vendor will solve, at no extra charge for a period of 3 months from the date of shipment from TRIMOS SA, any problem directly associated with the respective repair.

The spare parts delivered by TRIMOS SA have a 3 months guarantee period starting from the date of delivery.

## 15. Exclusion of guarantee

Any repair other than that ensuing from guarantee for defects as described in art. 13 of Terms of Delivery is expressly excluded.

Defects or deterioration caused by wear and tear or by external accident (faulty mounting, defective maintenance, abnormal use or use in inappropriate environment, etc.), or further to a modification of the product not specified by the Vendor, are excluded of the guarantee.

Even if a default giving right to guarantee is admitted, the Vendor shall not be liable for any loss of production, loss of profit and other direct or indirect loss.

## 16. Applicable law

This contract and the interpretation thereof are subject to Swiss law.

Are only qualified, in case of litigation of any kind or contestation relative to the execution of the order, the court at the Vendor location.

The Vendor reserves at any time the right to issue and provide the Buyer additional specific clauses to these Terms of Delivery.

TRIMOS SA