

General Conditions of Sale (June 2018)

For the delivery of all new products by HEIDENHAIN Scandinavia AB (hereafter referred to as HEIDENHAIN), as well as all associated services, including delivery, installation and mounting services, the following apply:

- The "General Conditions for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment NL 17" (hereinafter referred to as "NL 17")
- the following, shipping conditions (all available at http://www.heidenhain.se/sv_SE/foeretaget/business-information/, https://www.heidenhain.fi/fi_FL/yritys/business-information/, https://www.heidenhain.no/no_NO/firma/business-information/).

General conditions from the Customer are not recognized. In case of contradictions, the following Conditions of Delivery have precedence over the NL 17 Conditions. For software provided irrespective of the delivery of associated hardware, the License Agreement shall apply exclusively (available at www.heidenhain.de)

(1) Beyond the warranty against material defects governed under numbers 27 up to 37 of the NL 17 Conditions, HEIDENHAIN offers a guarantee for repairs and/or exchange in the event of failures in the function of HEIDENHAIN products. This guarantee for repair and/or exchange includes the following services: If a HEIDENHAIN product is or becomes defective within twenty-four (24) months after shipment, and if the customer asserts a claim within this period, HEIDENHAIN will repair or exchange the product. Whether a product is repaired or exchanged is decided by HEIDENHAIN. The services of this Guarantee for Repair and/or Exchange cannot be claimed if the parts in question are subject to wear, if the customer has caused the failure of the product function, or if the product was operated beyond the bounds of the specifications and/or was not used for its intended purpose. Both actions are taken at HEIDENHAIN's main facility. Other claims of the customer, for whatever legal reason, such as claims for damages and reimbursement of expenses/costs, cannot be derived from the above regulation. Furthermore, HEIDENHAIN strives to ensure product support (spare parts and service) for a period of at least ten (10) years after shipment (HEIDENHAIN service conditions).

(2) Under no circumstances is HEIDENHAIN obligated to compensate for expenses for removal, installation or attachment of the repaired subsequently delivered goods. Furthermore, any rights of recourse are excluded if the end user is not a consumer.

(3) HEIDENHAIN retains the right to change or modify the service promised, as long as the change or modification, taking into account the interests of HEIDENHAIN, is reasonable for the Customer, especially if it is a customary modification or change.

(4) Dates identified in the offer, order confirmation or shipping documents, as "Agreed date" or "Confirmed date" are legally binding dates, meaning that HEIDENHAIN would be in default regarding any delays in delivery by said date, unless HEIDENHAIN could prove that HEIDENHAIN is not responsible for the delays. Dates identified in the offer, offer confirmation or shipping documents, as "Planned date" or "Customer request date" are not legally binding dates, meaning that a separate complaint by the Customer is necessary in case of delay.

(5) If HEIDENHAIN, although it is not at fault, does not receive, or does not receive in due time or form, from its suppliers merchandise or services that are necessary for the processing or manufacture of products or services to be provided by HEIDENHAIN to its customers, then HEIDENHAIN is obliged to announce this immediately to the customer and is entitled, within an appropriate period after occurrence of such delivery problems of the upstream supplier, to withdraw from the contract. In case of withdrawal from the contract, HEIDENHAIN is obliged to reimburse its customer without delay for its considerations, in particular its advance payments.

(6) The design and properties of a new product are elucidated in the HEIDENHAIN catalog descriptions. The basis for ordering from HEIDENHAIN is the catalog edition valid at the time the contract is made. However, design and property information provided in quotations for products actually ordered takes precedence.

(7) If the product ordered by the Customer is a prototype or a pilot product (hereafter collectively referred to as a non-series product), then it has not been built in the normal flow of series production nor has it been inspected and tested as a series product. Use of a non-series product is at the sole risk of, and danger to, the Customer, according to whose specific instructions the product was delivered in the form of a non-series product. It is therefore the Customer's responsibility to ensure that the non-series product is not used in active production equipment, but only in a sufficiently protected test environment. HEIDENHAIN is liable for damages caused by a non-series product only in cases of intent or gross negligence leading to physical damage, injury to health, or loss of life. The same applies if HEIDENHAIN provides software not yet released for productive application to the Customer for test purposes.

(8) In addition to numbers 5 up to 7 of the NL 17 Conditions (software), the use of the agreed upon software modules/functions is permissible solely with the associated System Identification Key (SIK) in the associated hardware; the SIK determines the single license, and the software may be resold only together with the hardware.

(9) In all actions regarding delivery and services, the Customer will

- comply with all operating manuals and other instructions from the manufacturer and/or HEIDENHAIN
- employ only qualified operating and monitoring personnel,
- conduct scheduled maintenance and care services according to the operating instructions and enter the results in the maintenance log,
- inspect the software and machines or machine parts and the results achieved therewith, investigating anything out of the ordinary, and
- test them carefully and according to the latest rules of technology, at first in non-productive use, and use them productively only after testing has been completed successfully and the agreed-upon specifications are followed if these products, even and especially software, have been developed specifically for the Customer,
- inspect for errors any information given to HEIDENHAIN by the Customer for products to be manufactured, such as reports, documentation, sketches and other proposals. HEIDENHAIN will make such an inspection only in exceptional cases, if such an action was agreed upon,
- notify HEIDENHAIN immediately after discovering defects which were not noticed at the time of delivery, including a written description of the problem, how it occurred, and any effects thereof as exact as possible (in the form of a "complaint"); with acceptance of the "complaint" HEIDENHAIN reserves the right to destroy the device complained about in the course of detailed tests. The customer has the right to claim an equivalent compensatory device, which in case of an unjustified complaint will be charged to the customer's account in the amount of the original price of a new device.
- inform HEIDENHAIN and give HEIDENHAIN the possibility to take reasonable correctional measures, especially to inspect and replace defective parts, before the Customer incurs any repair costs,
- provide the equipment necessary for using the delivered goods in a timely manner in the current and required version, as well as any other required products from third parties.

End of General Conditions of Sale