



General Terms and Conditions of Sale (GTCS)

Cebi Micomotors Switzerland

Registered Office: Strada Cantonale 5, 6855 Stabio – Switzerland

Company Registration: CHE-102.633.576

1. Scope of Application

These General Terms and Conditions of Sale (hereinafter “GTCS”) apply to all offers, sales, and deliveries of products (components for automotive and household appliances) by Cebi Micomotors Switzerland to professional and commercial customers worldwide, unless otherwise agreed in writing.

2. Offers and Orders

- 2.1. Offers issued by Cebi Micomotors Switzerland are non-binding until expressly confirmed in writing.
- 2.2. The customer's order constitutes a binding offer. A sales contract is only concluded upon written confirmation by Cebi Micomotors Switzerland, in accordance with the terms indicated in the offer.

3. Prices

- 3.1. All prices are quoted net in Swiss Francs (CHF), unless stated otherwise, and are based on EXW (Ex Works, Incoterms 2020) Stabio, Switzerland. Prices exclude packaging, transport, insurance, customs duties, VAT or other applicable taxes.
- 3.2. Cebi Micomotors Switzerland reserves the right to adjust prices in the event of changes in manufacturing, transportation, or raw material costs, with prior notice.

4. Payment Terms

- 4.1. Payment terms are as specified in the commercial offer.
- 4.3. The buyer has no right to withhold or offset payments unless legally enforceable.
- 4.2. In case of delayed payment, Cebi Micomotors Switzerland reserves the right to charge default interest at an annual rate of 5%, without prejudice to any additional damages.

5. Delivery and Risk Transfer

- 5.1. Delivery is made in accordance with the agreed Incoterms. In the absence of specific agreement, delivery is deemed EXW (Ex Works) Stabio.
- 5.2. Delivery times are specified in the offer are indicative and verified when the order will be received.
- 5.3. The risk of loss or damage to the goods passes to the customer upon delivery to the carrier or upon collection at the company's premises.

6. Warranty and Claims

- 6.1. Cebi Micomotors Switzerland warrants that its products conform to the agreed technical specifications and are free from material defects for a period of 12 months from the production date stated on the component.
- 6.2. Any visible defects or non-conformities must be reported in writing within 4 days of receipt of the goods or from the date the defect is discovered.



6.3. If a defect is acknowledged, Cebi Micromotors Switzerland may, at its discretion, repair or replace the defective item, or issue a credit note. Any further claims, particularly for indirect damages or loss of profit, are excluded.

7. Limitation of Liability

Cebi Micromotors Switzerland shall not be liable for indirect, consequential, or incidental damages, including loss of profit, except in cases of gross negligence or willful misconduct. Liability for product defects is governed by applicable mandatory laws.

8. Export Compliance

8.1 The customer is solely responsible for complying with all import, customs, and export control regulations in the country of destination, including obtaining any necessary licenses or authorizations.

8.2. Buyer must not resell or use Supplier's products in any jurisdiction under embargo or sanctions applicable under Swiss, EU, U.S. or UN law.

8.3. Buyer shall indemnify and hold the Supplier harmless from any violation of such regulations.

9. Retention of Title

Goods delivered remain the property of Cebi Micromotors Switzerland until full payment of the purchase price has been received.

10. Applicable Law and Jurisdiction

10.1. These GTCS shall be governed by and construed in accordance with substantive Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.2. The exclusive place of jurisdiction shall be the competent court in Mendrisio, Canton of Ticino, Switzerland, unless mandatory legal provisions state otherwise.

11. Force Majeure

Cebi Micromotors Switzerland shall not be liable for delays or failures in performance due to force majeure events, including but not limited to war, pandemics, natural disasters, production disruptions, or supply chain shortages.

12. Prevailing Language

In the event of discrepancies between language versions of these terms, the Italian version shall prevail.

13. Quantity Tolerance

The Supplier reserves the right to deliver up to $\pm 10\%$ of the ordered quantity. Such variation shall be considered as compliant with the contract.

14. Technical Standards

The customer is responsible for ensuring that the purchased products comply with applicable regulations in the destination country. Cebi Micromotors Switzerland guarantees compliance with its internal production standards and agreed technical specifications.



15. Improper Use

The warranty does not apply in cases of improper use, incorrect installation, or unauthorized modification of the products. Buyer must ensure proper storage to maintain conformity.

16. Claims and Returns

In the event of non-conforming or defective products, the customer must agree with the Supplier on the return procedure. Unless otherwise agreed, transport costs are borne by the customer.

17. Minimum Order Quantity

Any minimum order quantities or volume discounts will be specified in the commercial offer.

18. Traceability

Each product is identifiable through a lot number or production date indicated on the label or on the component itself.

19. After-Sales Support

Cebi Micromotors Switzerland offers limited technical support upon customer request. Any additional services must be agreed separately.

20. Confidentiality and IP

20.1. Technical and commercial documents provided by the Supplier remain confidential and the Supplier's property.

20.2. Buyer shall not reproduce, disclose, or use such documents for purposes other than the contract.

20.3. Tools or devices paid for by the Supplier may not be used for third parties without written consent.

21. GTCS Final Provision

20.1. Modifications must be in writing.

20.2. If any provision is invalid, the remaining provisions remain unaffected.

20.3. The Supplier may update these GTCS; updated terms apply to all future orders after publication.

20.4 These GTCS may be updated. The updated version will be available on the website and will apply to all orders placed after publication.

Stabio 21 July 2025