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## **General Terms and Conditions of Sale, Delivery and Payment**

### **1. General**

All deliveries shall be made exclusively on the basis of these General Terms and Conditions of Sale, Delivery and Payment, which the purchaser hereby expressly acknowledges as binding

### **2. Prices**

Prices are net and ex works. Taxes, charges, customs duties and other additional costs shall be covered by the customer, provided that no other agreement has been made.

### **3. Shipping, postage and packaging**

Deliveries will generally be made from our factory and costs appear on the invoice as an open item.

### **4. Usage and risk**

shall be transferred to the customer when the goods are dispatched. In the event of postage-paid deliveries, usage and risk shall be transferred when the goods are delivered to the customer. In the event of credit notes for returned goods, the cost of postage will not be credited unless the error can be ascribed to our company. Should damage occur during transport or if any packages are missing, a dispatch will be accepted on a conditional basis and must be declared to the transport company in question within the statutory period in order for the facts of the case to be recorded.

### **5. Conclusion of contract**

Only our order confirmation shall be valid as the acceptance of an assignment. Verbal agreements shall not be considered valid until we have provided written confirmation. Details given in price lists and brochures, particularly those of a technical nature, are not binding unless they are expressly designated as being so. They are subject to change at any time without prior notice. Our quotations are based on the current calculation framework in each case and are always non-binding and subject to confirmation.

### **6. Terms of payment**

30 days strictly net, unless another agreement has been made.

### **7. Delivery period**

Delivery shall generally be performed ex works. Should a delivery deadline not be met, the customer shall not be entitled to withdraw from the contract or to claim compensation. Agreed delivery periods shall not commence until all instructions necessary for carrying out the task have been issued and all material deliveries have been received. If instructions or materials are subsequently not received, agreed delivery periods shall be halted. Delivery periods shall also be halted in the case of erroneous or defective deliveries from third parties, serious breakdowns or disruption to operations and accidents, from when the customer is informed of these delays in production in writing until the problem is resolved. Deadlines may only be amended by mutual agreement.

### **8. Amendments to order by the customer**

If the customer makes an amendment to a current order, the supplier may bill the customer for parts already manufactured or raw materials and unfinished goods which can no longer be used for the amended order.

### **9. Annulment of contract**

If the contract is annulled, the customer must bear any actual costs which have arisen for the supplier.

### **10. Complaints and guarantee**

Complaints relating to the number of items and the condition of goods may only be taken into account within 8 days of receipt of goods. The supplier undertakes to repair or replace all demonstrably defective or unusable parts due to poor-quality materials or defective workmanship as quickly as possible, or to provide a credit note for the value of the goods, between which options he may freely choose. Defective goods shall become the property of the supplier. All other guarantees for consequential damage, penalties for delays, compensation and annulment of contract are excluded. The duration of the guarantee is generally defined when the contract is concluded. The guarantee expressly excludes damage caused as the result of normal wear and tear, inadequate maintenance, failure to observe operating regulations, excessive loading, unsuitable equipment, improper assembly work not undertaken by the supplier and all reasons for which the supplier cannot provide justification.

### **11. Copyright protection, patent and trademark rights**

Patent and trademark rights, expertise and knowledge derived from practical experience, including expressions of this as in drawings and projects, remain our property. They may not be reproduced, used or disseminated to third parties without our express permission.

### **12. Place of fulfilment, court of jurisdiction, applicable law**

The place of fulfilment and court of jurisdiction for all parties involved is CH-8355 Aadorf. The legal relationship is subject to Swiss law.