

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Validity

These conditions are binding when explicitly or tacitly recognised by the parties. Any alterations and relating agreements only come into effect when confirmed in writing by the supplier.

2. Means of Communication

The parties shall communicate with each other verbally, in writing, or by means of electronic data exchange.

In writing refers to letters, protocols, drawings, blueprints, faxes, emails and other forms of conveyance that can be verified by way of text or picture. Undersigned means that a signature by one's own hand or an appropriate electronic signature is necessary.

3. Range

For range and execution of the delivery the confirmation of order takes precedence, or where it is not evident, the offer by the supplier.

4. Alteration of the order confirmation

Alterations to the confirmation of order are permissible in as far as the product has the same functions or the services fulfil the same purposes.

If the customer wishes to change the agreed service, the supplier will determine the options and inform the customer of the effects of the change, particularly with regard to costs and deadlines. Both parties must be in agreement for the change to be carried out.

5. Fulfilment and Place of Delivery

If no particular place of execution if delivery is specified by the parties or is unclear as to the nature of business, the suppliers domicile shall be construed as the place of execution.

If the supplier delivers products to another location, the customer must bear the risks and costs of transport and the packaging and customs clearance expenses, even if transport is organised by the supplier. Shipping is at the recipient's own expense and risk. Damages must be reported to the carrier immediately.

6. Application

The customer is responsible for the installation and application of the product as well as the combination with other products. He is to take due care and attention as well as conform to manufacturers and suppliers guidelines.

For the security of all relevant information, the customer is obliged to pass such information to the user in suitable form.

7. Delivery Dates

Only delivery dates pledged in writing are binding. Such delivery dates are deemed appropriately prolonged,

- a) if the suppliers details that are necessary for delivery do not arrive on time, or when the customer subsequently alters them.
- b) if the customer is behind schedule in the execution of his contractual obligations, particularly when he does not meet the conditions of payment.
- c) if hindrances occur outside the responsibility of the supplier like natural disasters, mobilisation, war, insurgency, epidemics, accident and illness, substantial business breakdown, work disputes, delayed or faulty deliveries, as well as governmental measures.

The supplier can affect partial delivery.

In cases of delay the customer shall grant the supplier an appropriate time extension to carry out works outstanding. Where the time extension surpassed and further delays are unacceptable for the customer, he may declare nullification of the contract, providing he communicates it within three working days following expiry of deadline.

Where the delay in the deadline is the fault of the supplier and there is the proof thereof, despite works outstanding being carried out, or nullification of the contract, the customer can claim compensation for real damage. Compensation is limited to one percent per week, at the most ten percent of the calculated value of the delayed delivery. Further claims to delays in delivery are excluded.

8. Obligation to accept

The customer is obliged to accept the product ordered.

If, for the delivery date, the parties have set a time period during which the customer can collect the item, the customer must collect the products by the last day at the latest. If the information required to calculate the time period is missing, the time of conclusion of the contract should be assumed.

If the customer does not collect the products in time, the supplier can set a reasonable time limit. If they are not collected within this time limit, the supplier may deliver the products to the client without being requested to do so.

9. Acceptance

Unless a quality control procedure has been agreed, the customer shall quality control the products and services himself.

On receipt of the incoming products, the customer shall immediately control them and pay attention to identity, quantity, damage through transport, and accompanying documentation. The customer shall check further defects in the product and services as soon as possible.

The customer must report any defects in writing immediately. Hidden defects that could not have been detected in an ordinary check must be reported in writing as soon as they are detected.

10. Returns

The customer may only return products after consulting with the supplier. The customer is responsible for their professional transportation.

11. Defects

The supplier shall endeavour to take the required due care and attention. In addition all these products and services must fulfil all the expressly warranted characteristics. Thereupon he is liable for the qualitative well-being of the application within the perimeters communicated by the customer in writing before conclusion of the contract.

Excluded from liability for defects are faults and malfunctions that are not the responsibility of the supplier, like natural wear and tear, acts of god, inappropriate handling, encroachment by the customer or a third party, undue demands, unsuitable means of production, disruptions caused by other machines or equipment, instable electrical supply, particular climatic conditions, or unusual environment influences.

Customers shall make no claims for negligible defects. Negligible defects are namely those that do not affect application or product and services.

In case of substantial defects the customer shall grant the supplier an appropriate time extension for their elimination (correction or spare parts delivery).

The warranty period and statutory period of limitations are twelve months. These will not be discontinued in the event of a defect being recognised or eliminated.

Should the elimination of the defect fail, the customer is entitled to a price reduction. He can only declare nullification of the contract if the acceptance of the product or service is unacceptable.

Where the blame for the defect lies with the supplier and there is proof thereof, despite the elimination of defects, price reduction, or nullification of the contract, the customer is entitled to compensations for real damage, in any case twenty percent of the value of defective delivery. Entirely excluded is compensation with regard to incoming profit and further damage to assets.

12. Further Liabilities

The supplier assumes liability within the framework of his Liability Insurance for personal and material damage, where the customer can prove the supplier is to blame. Further claims namely for the behaviour of vicarious agents are excluded.

13. Prices and Conditions of Payment

Unless otherwise stated the prices are in Swiss Francs (CHF) without value added tax, taxes, duties, transport, packaging, insurance, permits, authentication, installation, execution, schooling and application support.

They are payable net within 30 days of date of invoice. Unwarranted discounts will be subsequently charged.

We reserve the right to obtain credit checks in advance of the delivery, and to pass on payment records to third parties.

Should the customer cause interruptions in the contractual development the supplier is entitled to adjust the price accordingly.

Where the customer has counter claims he may only settle the account with the undersigned consent of the supplier.

Should the customer not meet payment deadline he shall pay interest of eight percent a year from due date of payment.

14. Small orders, under/overdelivery

For domestic orders under CHF 100.00, a small order surcharge of CHF 20.00 will be charged. For international orders under EUR 200.00 or USD 300.00, the surcharge is EUR 30.00 or USD 40.00.

For orders that require manufacturing, we reserve the right to an under or overdelivery of 15%.

15. Export

The customer is responsible for conforming to all pertinent national and foreign export regulations.

16. Data Protection

Besides the handling of your data for order processing we use your data as well to communicate with you about your orders, products or sales promotions and to offer you products and services we think might be interesting for you.

You can cancel the use of your personal data for advertising purposes anytime, be it entirely or only for single actions. Notification in written form (e.g. e-mail, fax, letter) is sufficient.

17. Binding Law and Locality of Court

In the event of a dispute, the German-language text of the General Conditions of Sale and Delivery shall apply.

These legal relations are bound to Swiss Law.

The locality of court is in the domicile of the supplier. The supplier may also seek legal redress at a court in the domicile of the customer.

The technical recommendations, which are given to the purchaser in good faith, are not binding and do not constitute any contractual obligation. They do not exempt the purchaser from testing the suitability of the products for the intended use on his/her own responsibility.