

## General conditions of supply for technical products

(Jan 20, 2020 edition)

### 1. General

- 1.1 These General Terms and Conditions of Sale and Delivery shall be binding insofar as they are declared applicable in the offer or in the order confirmation or if the parties have agreed them in writing or otherwise. Any terms and conditions of the Purchaser to the contrary shall only be valid insofar as they have been expressly accepted by the Supplier in writing.
- 1.2 All agreements made within the framework of the contract and legally relevant declarations made by the contracting parties must be in writing in order to be valid. Unless otherwise agreed, texts transmitted or recorded by electronic means shall be deemed equivalent to the written form.

### 2. Offers and conclusion of contracts

- 2.1 The contract shall be deemed to have been concluded when the supplier has confirmed its acceptance in writing after receipt of an order (order confirmation).
- 2.2 Offers without a deadline for acceptance are non-binding.

### 3. Scope of supplies and services; technical documents

- 3.1 Only the order confirmation including documents to which it refers shall be authoritative for the scope and execution of deliveries and services. Deliveries and services going beyond this will be invoiced additionally. Technical improvements or further developments may be made by the supplier at any time, provided that these do not lead to price increases.
- 3.2 If drawings or other technical documents are handed over, the receiving contracting party acknowledges the associated property rights and other rights of the other contracting party. All technical documents must be treated confidentially and may not be made available to third parties without the prior written consent of the other contracting party. They may only be used for the purpose for which they were handed over and only to the extent necessary for the performance of the contract. After termination of the contract, they must be returned to the other contracting party.

### 4. Rules in the country of destination

The Purchaser shall draw the Supplier's attention to the regulations and standards of the country of destination at the latest when placing the order, insofar as they affect the supplies and services and safe operation. Otherwise, the supplies and services shall comply with the regulations at the Supplier's place of business, and any adaptations to the regulations and standards of the country of destination shall be borne by the Purchaser.

### 5. Prices

- 5.1 In the absence of any agreement to the contrary, prices are net, ex works in accordance with the Incoterms in force at the time of conclusion of the contract, excluding packaging in freely available Swiss francs. Any ancillary costs incurred for the execution of the contract, such as for insurance, transport, official permits, taxes, customs duties or other levies, shall be borne by the customer.
- 5.2 If the costs on which the calculation is based increase between the conclusion of the contract and the contractual performance, the Supplier shall be entitled to adjust the prices stated in the order confirmation accordingly.

### 6. Terms of payment

- 6.1 The payment period shall be 30 days from the date of invoice. Unless otherwise agreed, one third of the price shall be due upon conclusion of the contract, one third upon notification of readiness for shipment, and the final payment shall be due upon delivery.
- 6.2 Payments shall be made at the Supplier's domicile at the Supplier's free disposal without deduction of discounts, expenses, taxes or fees of any kind.
- 6.3 In the event of default in payment, the supplier reserves the right to immediately discontinue outstanding deliveries and services and is entitled to claim interest on arrears of 6 % p.a.. We reserve the right to claim further damages.

## **7. retention of title**

Until full payment has been made, the supplier remains the owner of all his deliveries. The Purchaser is obliged to take the measures necessary to protect the Supplier's property (e.g. maintenance, insurance) at its own expense. Furthermore, the Purchaser is obliged to cooperate in all measures and formalities necessary for the establishment and maintenance of a legally valid retention of title and to bear the related costs.

## **8. Delivery period**

- 8.1 The delivery period shall commence after conclusion of the contract and receipt of the payments to be made at that time, the completion of official formalities and the settlement of the essential technical issues. The delivery period shall be deemed to have been met if the Supplier notifies the Purchaser that the goods are ready for dispatch before the expiry of the delivery period.
- 8.2 If delivery is delayed due to an event which the Supplier cannot prevent despite exercising due care, or if delivery is delayed due to an act or omission of the Purchaser or due to non-fulfilment or late fulfilment of its contractual obligations, or if there is a case of force majeure such as a natural event, epidemic, war, mobilisation, political unrest, embargo, labour dispute, accident or any other event which the contracting parties cannot prevent despite exercising due care, the delivery period shall be extended accordingly.

## **9. Delay in delivery**

- 9.1 For delayed deliveries, the Purchaser may claim compensation for delay of ½% for each full week of delay up to a maximum of 5% of the contract price for the delayed part of the delivery, insofar as a delay is demonstrably the fault of the Supplier and the Supplier cannot help the Purchaser out with a replacement delivery.
- 9.2 If the maximum of the compensation for delay is reached, the Purchaser shall grant the Supplier a reasonable period of grace in writing. If this period of grace expires unused for reasons for which the Supplier is responsible, the Purchaser may reject the delayed delivery. If partial acceptance is economically unreasonable for the Purchaser, the Purchaser may withdraw from the contract and demand the return of payments made in exchange for the return of partial deliveries.
- 9.3 Due to delays in deliveries or services, the customer shall only be entitled to the rights and claims specified in this Article 9. Further rights or claims are excluded.

## **10 Packaging, transport and insurance**

- 10.1 Packaging shall be carried out by the Supplier at the Purchaser's expense and shall not be taken back unless otherwise agreed.
- 10.2 Transport shall be for the account and at the risk of the Purchaser. For complaints, the orderer shall contact the last carrier as soon as he has received the deliveries or shipping documents.

10.3 Insurance of the supplies and services against damage of any kind is the responsibility of the customer at his own expense, even if it is to be taken out by the supplier.

## **11. Transfer of benefit and risk**

11.1 The benefits and risks shall pass to the Purchaser at the latest upon dispatch of the Supplies ex works in accordance with the Incoterms in force at the time of conclusion of the Contract.

11.2 If dispatch is delayed for reasons beyond the Supplier's control, the risk shall pass to the Purchaser at the time of the originally scheduled delivery ex works and the Supplies shall be stored and insured from that time at the Purchaser's risk and expense.

## **12. Inspection and acceptance of the delivery**

12.1. As far as usual, the supplier shall inspect the supplies and services before dispatch. The Purchaser shall inspect the supplies and services within a reasonable time after receipt and shall notify the Supplier of any defects in writing without delay. If he fails to give such notice, the supplies and services shall be deemed to have been approved.

12.2 The Supplier shall remedy any defects notified as soon as possible and the Purchaser shall give him the opportunity to do so.

12.3 Further acceptance tests shall be agreed separately.

12.4 The Purchaser shall have no further claims or rights in respect of defects of any kind in the Supplies or Services other than those expressly set out in this Article 12 and Article 13 below.

## **13 Liability for defects; warranty period**

13.1 The warranty period shall be 12 months and shall commence with the dispatch of the deliveries ex works. In the event of a delay in dispatch for reasons for which the supplier is not responsible, the warranty period shall run for a maximum of 18 months after notification by the supplier that the goods are ready for dispatch.

For parts that are replaced or repaired during the warranty period, the warranty period is 6 months.

13.2 If the Purchaser or third parties carry out improper repairs or modifications without the prior consent of the Supplier, the warranty period shall expire prematurely. Likewise, the warranty period shall expire prematurely if the Purchaser fails to take the necessary measures to mitigate the damage or if the Purchaser fails to give the Supplier the opportunity to remedy the defect without delay.

13. 3 The supplier is obliged to replace or repair as quickly as possible, at his discretion, parts of his deliveries that become defective during the warranty period as a result of poor material, faulty design or manufacture. Replaced parts can be taken back by the supplier and in this case become his property.

13.4 Warranted characteristics are only those which are explicitly designated as such in the contract or associated specifications or requirement specifications. The assurance shall apply at the longest until the expiry of the warranty period. If the warranted characteristics are not fulfilled, the Purchaser shall be entitled to rectification and shall offer the Supplier the opportunity to do so. If the rectification of defects is unsuccessful, the Purchaser shall be entitled to a reasonable price reduction. In the case of serious defects which cannot be remedied within a reasonable period of time and which substantially reduce the usefulness of the supplies or services, the Purchaser may refuse to accept the defective part. If partial acceptance is economically unreasonable for the purchaser, he may withdraw from the contract and demand the return of any payments made for the parts affected by the withdrawal in return for their return.

13.5 The warranty and liability of the supplier are excluded for defects and damage which are due to natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive stress, unsuitable operating

materials, chemical or other environmental influences, work not carried out by the supplier or other reasons for which the supplier is not responsible.

- 13.6 The Purchaser shall have no further claims and rights under warranty, liability for defects or lack of warranted characteristics other than those explicitly mentioned in this Article 13.

#### **14 General limitation of liability and exclusion of further liability of the supplier**

- 14.1 For all cases of non-performance or defective performance not explicitly mentioned in these Terms and Conditions, which are due to the Supplier's fault, the Purchaser may grant the Supplier a reasonable period of grace for performance of the contract. If this period of grace expires without being used due to the fault of the Supplier, the Purchaser may withdraw from the contract for the deliveries and services concerned. If partial acceptance is economically unreasonable for the Purchaser, the Purchaser may rescind the contract and demand the return of any payments made in exchange for the return of partial deliveries. If the customer demonstrably incurs damages, the claim for damages shall be limited to 10% of the price for the deliveries and services affected by the withdrawal from the contract.

- 14.2 In the absence of any agreement to the contrary, all cases of breach of contract and their legal consequences as well as all claims and rights of the Purchaser, irrespective of their legal basis, are conclusively regulated in these General Terms and Conditions of Delivery. Thus, all claims for damages, price reduction or contract cancellation/withdrawal not explicitly mentioned are excluded. Under no circumstances shall the Purchaser be entitled to compensation for consequential damages such as loss of production, restricted use, loss of orders from third parties, claims by third parties for contractual penalties, loss of profit, or other indirect or consequential damages. This exclusion of liability shall not apply insofar as it is contrary to mandatory law.

#### **15 Jurisdiction and applicable law**

- 15.1. The exclusive place of jurisdiction is at the registered office of the supplier.
- 15.2 The contractual relationship shall be governed by Swiss substantive law.

The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1 April 1980 (so-called "Vienna Convention") is excluded.