



General Conditions of Sale and Delivery

1. General Remarks

The following general conditions of sale are valid for all sales and deliveries unless expressly waived or modified by written notice.

2. Quotation and Contract

Quotations which do not stipulate an acceptance date shall not be binding. The contract is legal when confirmed by the supplier's written acceptance.

3. Prices

Prices are to be understood strictly net ex-works, packing excluded, without any deductions whatsoever, in freely available Swiss francs whenever no other currency has been agreed. All other costs, such as e. g. cost of freight, insurance, export, transit, import and other permits as well as certifications will be at the expense of the buyer who also will be responsible for all duties, taxes, fees and customs. Cost for electrical wiring, installations, as well as for supplementary equipment required by the electrical current-supplier are not included in our prices. Adaptation of prices: The machinery supplier reserves the right to adjust the price, if, in the period between the quotation (acknowledgment of order) and the contractual delivery of the goods, the wage rates or prices of material change. Prices of imported goods are based on the rate of exchange of the corresponding quotation or order date. Should this factor change before payment has been completed, the supplier reserves the right of adjustment.

4. Transfer of Use and Risk

Use and risk are transferred to the buyer at the latest when the goods are dispatched, even if delivery is carriage paid, cif or fob or under similar terms or includes erection. If the dispatch is delayed or prevented by circumstances beyond the supplier's control, the goods will be stored at the buyer's expense and risk.

5. Transport and Insurance

Special requirements regarding dispatch and insurance must be communicated to the supplier in good time. Transport shall be at the buyer's expense and risk. Complaints in respect of transport shall be submitted immediately by the buyer to the last carrier on receipt of the goods or shipping documents. Damages arising out of the dispatch are to be submitted to the insurance company's assessor of average. Insurance against risk of any kind is the responsibility of the buyer. Even when taken out by the supplier, it shall be at the buyer's expense and risk.

6. Payment

Payment shall be made to the supplier free of any charges, cash or by cheque to the confirmed conditions.

7. Delivery Time

The delivery time set forth is not binding on the part of the supplier. In the event of «force majeure» such as mobilization, war or revolution, sequestration, export prohibition, essential changes in the economic conditions ruling at the moment of conclusion of sale, disturbances of any kind influencing the normal working order, strikes, labour conflicts, and other causes or contingencies beyond their control, including government regulations, affecting production or dispatch, the supplier is entitled to reasonably extend the period during which the delivery obligations are to be performed. Claims for damages will not be entertained, neither will the renunciation of the delivery nor the cancellation of an order due to delayed delivery be acceptable. The time of delivery runs from the moment when the first payment is made and all technical information has been received.

8. Property Right

The supplier shall retain ownership of the goods supplied including erection cost and interest for delay until full payment has been received. He shall provide for all necessary juristical precautions, such as e. g. registration of the property right. The buyer is obliged to participate in any measures necessary for the protection of the supplier's property and to carry the cost. The buyer has to notify the supplier immediately if the domicile of the enterprise changes. If rooms are rented for business purposes and the building should change hands, then the new lessor must be informed of objects therein which are charged with property rights in favor of the supplier. Those delivered objects have to be insured by the buyer against fire, theft and elementary damage and cannot be alienated or pledged until their full payment. In case of fire, the claims against the insurer for the objects stated in the delivery contract pass over to the supplier in the amount of the outstanding payment.

9. Erection

Cost of erection and starting-up are at the expense of the buyer, if no other written agreements have been made. Cost of erection in Switzerland is charged according of the valid supplier tariff. Erection in foreign countries is arranged by special agreements.

10. Guarantee

The guarantee period is 6 months from the date of arrival of the shipment at destination. In the event of any defect being discovered within this period in any goods supplied, then the supplier will examine such part carefully and, if satisfied that the defect is due to faulty material or bad workmanship will repair the defective part, or supply a new one in place thereof, free of charge ex-works. The benefits of this guarantee do not apply to parts repaired by third parties or by the customer. Guarantee for the proper erection and setting up of a machine is only given if this work is done by a supplier's fitter and if the instructions have been followed regarding service and maintenance. Further claims of the buyer are excluded. The guarantee is rendered invalid if the buyer alters or repairs the goods supplied without the written consent of the supplier. Used or repaired goods are excluded from the guarantee.

11. Jurisdiction

Any disputes arising shall be settled in a competent court of law at the domicile of the supplier's head office. Swiss Law will be applied. The supplier shall be free, however, to also claim his rights before a competent court at the buyer's domicile.