

SALES CONDITIONS

Prices

The prices are understood delivery ex-works excluding packing. For order value below CHF 101.- (€ 78.-) we will apply an extra charge of CHF 25.- (€ 19.-)

Prices are subject to modifications

Prices for catalogue articles in italic (normal, not bold) and special executions on request

Packing

Packing will be charged at lowest costs and is not to be returned.

Orders

Orders are accepted when confirmed by us in writing. Only written confirmation is binding independent from any contrary oral agreements, supplements or modifications of an order are only accepted after these have been confirmed in writing.

Delivery time

If an order cannot be delivered ex-stock, delivery time will be confirmed by written acknowledgement and applies to the date when the goods are ready to leave our works. In the event of impediments due to causes beyond our control, delivery time will be postponed accordingly. Observance of delivery time implies compliance of contractual clause by Purchaser. A delay in delivery time resulting from before-mentioned causes shall not entitle the purchaser to claim indemnity or cancel the contract.

Dispatch

All consignments are dispatched at receiver's risk and on his account. Claims can only be made within 8 days after receipt of goods.

Insurance

For shipments in Switzerland, insurance will be covered by us.

Guarantee, liability for defects

Liability for defects in material, design and workmanship

Upon written request of the customer, the supplier undertakes at its choice to repair or replace as quickly as possible any parts of the supplies which are proved to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become supplier's property. The supplier shall bear the costs of remedying the defective parts in its works. If the repair cannot be carried out in supplier's works, the customer shall bear the related costs to the extent exceeding the customary costs of transport, personnel, travelling, living, dismantling and reassemble of the defective parts.

Liability for express warranties

Express warranties are only those which have been expressly specified as such in the order acknowledgement or in the specifications. If a taking-over test has been agreed, the warranty shall be deemed to have been fulfilled as soon as the test results prove the relevant quality or capacity.

If the express warranties are not or only partially achieved, the customer may first of all require the supplier to carry out the improvements immediately. The customer shall give the supplier the necessary time and possibility of doing so.

If such improvements fall completely or in part, the customer may claim such compensation as has been agreed before for such case, or if such an agreement has not been made, a reasonable reduction of price. If, however, the defects are of such impedance that they cannot be remedied within a reasonable time and provided the supplies and services cannot be used for their specified purpose, or if such use is considerably impaired, then the customer shall be entitled to refuse acceptance of the defective part of, if partial acceptance is economically not justified for it, to terminate the contract. In such case the supplier can only be held liable for reimbursing the sums which have been paid to it for the parts affected by the termination.

Exclusions from the liability for defects

Excluded from supplier's guarantee and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, building or erection work not undertaken by the supplier, or resulting from other reasons beyond supplier's control.

EXPORT

The guarantee expires prematurely if the customer or a third party undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give the supplier the possibility of remedying such defect.

Supplies and services of subcontractors

For supplies and services of subcontractors requested by the customer, the supplier assumes guarantee and liability for defects only to the extent of such subcontractor's guarantee and liability obligations.

Exclusivity of guarantee claims

With respect of any defective material, design or workmanship as well as to any failure to fulfil express warranties, the customer shall not be entitled to any rights and claims other than the already expressed ones.

Liability for additional obligations

The supplier is only liable to the extent of unlawful intent or gross negligence as far as claims arising out of faulty advice and the lack of or out of breach of any additional obligations is concerned.

Exclusion of further liability on the supplier's part

All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the customer, irrespective on what ground they are based, are exhaustively covered by these general conditions of supply. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract is excluded. In no case whatsoever shall the customer be entitled to claim damages other than defects in the supplies. This in particular refers, but shall not be limited, to loss of compensation for costs of remedying production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. This exclusion of liability, however, does not apply to unlawful intent or gross negligence on the part of the supplier, but does apply to unlawful intent or gross negligence of persons employed or appointed by the supplier to perform any of its obligations. This exclusion of liability, however, does not apply as far as it is contrary to compulsory law.

Terms of payment

Payment as per agreement (resp. 30 days net) in Swiss Francs or Euro. A payment conditional on the fulfilment of an obligation by the contractor shall not be due until such obligation has been fulfilled, unless the failure of the contractors due to an act or omission of the purchaser. If the purchaser delays in making any payment, the contractor shall be entitled to the payment of interest with effect from the date on which payment was due.

Jurisdiction and applicable law

The place of jurisdiction for both the customer and the supplier shall be at the registered office of the supplier.

The supplier shall, however, be entitled to sue the customer at the latter's registered address. The contract shall be governed by Swiss substantive law.

Reservation of title

The supplier shall remain the owner of all supplies until having received the full payments in accordance with the contract. Upon entering into the contract the customer authorises the supplier to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with relevant national laws, and to fulfil all corresponding formalities, at customers cost. During the period of the reservation of title, the customer shall, at its own cost, maintain the supplies and insure them for the benefit of the supplier against theft, breakdown, fire, water and other risks. It shall further take all measures to ensure that supplier's title is in no way prejudiced. The "General conditions of contract for the supply of machinery and spare parts 2001" of the Swiss Association of Machinery Manufacturers (VSM), shall be binding for not settled points.