

General sales and delivery conditions

1. Scope

Our offers as well as the execution of orders are subject to the present General Sales and Delivery Conditions. Unless explicitly other-wise convened, these conditions shall be fully applicable. In particular, buying practices used by our customers but conflicting with the present Sales and Delivery Conditions shall be subject to our written approval.

2. Validity of offers

Any prices and dates stated in our offers shall be valid exclusively subject to immediate acceptance or ordering within an agreed optional period. Orders shall not be binding on us until confirmed by us in writing. The information shall not be made available to third parties.

3. Prices

All prices are quoted ex factory, and are exclusive of packing. In the event of late payment (over 30 days), we reserve the right to charge interest on arrears at the rate of 5%.

4. Payments

Payments shall be settled within 30 days from date of invoice, net, in Swiss francs, without any deductions.

5. Execution

Orders shall be accompanied by detailed drawings, specifications of measurements and tolerances, as well as any regulations regarding execution and testing, and, if possible, samples. Products will be executed in accordance with the above. Reference samples will be submitted upon request. Mass-fabrication, however, will be continued. Later modifications of drawings –as far as they can be taken into consideration - shall be borne by the customer.

6. Quantities

Depending on the production results, we reserve the right to deliver 5 percent more or less than the ordered quantity.

7. Delivery dates

Delivery dates are quoted ex factory, and will depend on the punctual arrival of primary materials. If goods are not delivered in time, customers shall not be entitled to cancel the order nor to claim damages.

Make-and-take orders shall be called in such a manner that the last quantity can be dispatched not later than 12 months from the order date.

After this date, storage costs and a monthly interest of one percent will be charged.

8. Packing

Packing will be invoiced at cost price.

9. Forwarding

As soon as the goods are handed over at the forwarding station or to a shipping agent, all risks are assumed by the buyer. The same applies to freight free delivery.

10. Tools

Tools and equipment required to execute an order shall remain our exclusive property, also if the customer has paid some or all of them. Costs for resulting from modified drawings shall be borne entirely by the customer. Tools, etc. may be destroyed if there has not been another order within a period of 10 years.

11. Guarantee

11.1. Defects shall be notified detailed and in writing, accompanied by relevant samples, not later than 14 days after receipt of goods. The former applies provided that traceability can be established with the packing slip.

11.2. Defective parts shall be returned to us in the same condition in which they were sup-plied. Provided a complaint is justified, we shall either replace such goods free of charge, or make out a credit note of our choice.

11.3. Deferred payment will be accepted only in respect of those parts that are the object of a complaint. Regarding the execution of orders based on models or blueprints, we decline any responsibility to third persons who claim violation of their intellectual property.

11.4. All other claims of the client justified by faulty merchandise is excluded, in particular for damages and the termination of the contract.

11.5. Damages due to natural wear, to construction and faulty assembly, as well as other causes not imputable to us are excluded from the guarantee.

11.6. The guarantee will stop if the client or third persons carry out modifications of the delivered parts without our written consent. The same procedure applies if the client does not immediately take appropriate actions to avoid further damages and to let us find a solution to the flaws.

11.7. Our guarantee obligations automatically cease when the client gives or resells the delivered merchandise. They also stop as soon as the merchandise leaves the country in which the client is domiciled. Exceptions are only valid if we have given our written consent.

11.8. This agreement is only valid if the client punctually respects the conditions of payment.

12. Venue

All litigation shall be subject to Swiss law. The domicile of the supplier company shall be the place of jurisdiction.

13. Coming into force

The above sales and delivery conditions shall be immediately effective. They replace all earlier regulations.