

1. General

1.1 The purchase contract will be concluded by a written order and the written order confirmation from the supplier. Offers which do not include a deadline for acceptance will not be binding.

2. Scope of the goods and services

2.1 The supplier's goods and services will be listed in the order confirmation. The supplier will anytime be entitled to modify products in order to improve them.

3. Plans, photographs and technical documents

3.1 In the absence of any agreement to the contrary, brochures and catalogues will not be binding. Details in technical documents will only be binding if they are expressly guaranteed. Some products are procured from selected first-class sub-suppliers. Published pictures or versions may differ from the sales documents.

4. Regulations in the destination country and safeguards

4.1 The purchaser must inform the supplier of the regulations and standards of the country of destination relating to the provision of goods and services, the business and health and safety at work, at the latest when placing the order.

4.2 In the absence of any agreement to the contrary, the goods and services will comply with regulations and standards at the registered office of the purchaser, of which the purchaser has informed the supplier in accordance with no. 4.1. Additional or other safeguards will also be provided insofar as this has been agreed.

5. Prices

5.1 The price list valid on the date of the order will determine the prices. In the absence of any agreement to the contrary, all prices will be net, ex works, and exclusive of carriage, customs clearance, packaging and VAT and in Swiss Francs or euros, net of any deduction (EXW).
The purchaser will be responsible for all incidental costs, e.g. for freight, insurance, export, transit, import and other licenses and certification. The purchaser will also be responsible for all taxes, charges, fees, duty, etc. of any nature whatsoever which may be raised in connection with the contract or refund them to the supplier on production of corresponding evidence, if the latter has become liable for payment thereof.

5.2 The supplier reserves the right to amend the prices, should there be a change in rates of pay, prices of materials or suppliers' prices between the date of the order and performance in accordance with the contract.

6. Payment terms

6.1 In the absence of any express agreement, prepayment will be due upon readiness to delivery.

6.2 Otherwise, the payment deadline for contracting partners will be 30 days net from the date of the invoice, in the absence of any agreement to the contrary. In the event of arrears of payment, the purchaser must anticipate 8% interest on arrears from the date on which payment is due. The right to claim further compensation remains reserved.

7. Reservation of title

7.1 The supplier will retain title to all its goods until it has received full payments in accordance with the contract. The purchaser authorises with the signing of the order and so the acceptance of these General Terms and Conditions of Delivery the supplier, if necessary with the regulations of the country of destination, to register such a retention of title in the appropriate register.

8. Delivery date / delivery conditions

8.1 The supplier will endeavour to deliver the standard products from stock on a specific date. The purchaser must refer to the order confirmation for deliveries with delivery dates.

8.2 The EXW delivery terms must be interpreted in accordance with the current applicable Incoterms (currently Incoterms 2000).

8.3 The purchaser will have no rights or claims to remuneration as a result of goods or services being late. However, it reserves the right to cancel the contract.

8.4 The minimum charge for goods or services is CHF 50.00.

9. Packaging

9.1 The supplier will issue a separate invoice for packaging.

10. Inspection and acceptance of goods and services

10.1 Insofar as is standard practice, the supplier will inspect the goods and services prior to despatch and guarantees that they are complete and of good quality.

10.2 The purchaser must inspect the goods and services within a reasonable period and notify the supplier of any detected defects in writing without delay. Should it fail to do so, the goods and services will be deemed to have been accepted.

10.3 The purchaser has a 30-day return, exchange or money-back guarantee for standard list products. This concerns all standard list products which are purchased regularly, not customized, not used or modified and in their complete, original packaging.
The purchaser will be responsible for the return freight costs.

11. Guarantee, liability for defects

11.1 The *guarantee period* is 30 days, as stated in no. 10.3, in the absence of any stipulation to the contrary in the delivery documents or in legislation. The period starts at the date of delivery, respective with the writing of the delivery note.

11.2 *Liability for material defects, design flaws or shortcomings in implementation*
The supplier undertakes to repair or replace any parts of its goods which verifiably become defective or unusable as a result of material defects, design flaws or shortcomings in completion up to the end of the guarantee period, as soon as possible on written demand by the purchaser. Characteristics are only warranted, if they are mentioned expressly in the order confirmation or in the specifications. The confirmation counts until the expiration of the guarantee period. Are the warranted characteristics not, or only partially fulfilled, the purchaser has the right of immediate amendment of the supplier. For this, the purchaser has to afford the supplier the needed time and opportunity.

11.3 *Exclusions of liability for defects*
Damage will be excluded from the supplier's guarantee if it is not verifiably a consequence of poor material, design flaws or shortcomings in completion, e.g. a result of wear and tear, poor maintenance, failure to observe operating instructions, overloading, inappropriate operating resources, chemical or electrolytic effects, structural or installation work not carried out by the supplier, and other reasons for which the supplier is not responsible.

11.4 *Sub-suppliers' goods and services*
The supplier will only guarantee goods and services of sub-suppliers within the scope of the guarantee obligations of the sub-suppliers in question.

12. Exchange procedure

12.1 Should the goods supplied not comply with the guarantee undertaking of the supplier / manufacturer / sub-supplier, or should the delivery be incomplete, the following steps must be taken:
- The supplier must be contacted and claims asserted in writing under guarantee for defects or missing or wrongly delivered parts.
- Should a consignment be returned for any reason whatsoever, an **RMA number (Returned Merchandise Authorization)** with the requisite fault reports and shipping instructions must be requested from the supplier.
Packages without a RMA number will not be accepted.
- All returns will undergo a strict incoming goods inspection. Returned goods must be complete, in the original packaging and be accompanied by the appropriate documents, fault reports, guarantee cards and accessories.

12.2 The purchaser will be responsible for the return freight costs.

12.3 15% of the list price plus repair costs will be charged for outlay for returns which are incomplete or are not defective.

12.4 Replacement parts will be charged as standard and the returns credited with a 'Credit Note' after inspection.

13. Preclusion of further liability by the supplier

13.1 All cases of breach of contract and their legal consequences, and all claims by the customer, irrespective of the legal basis on which they are asserted, are covered conclusively by these terms and conditions. In particular, all claims for compensation, a reduction and cancellation of the contract which are not expressly stipulated are excluded. Under no circumstances will claims for compensation by the customer be valid for damage which does not occur to the delivered item itself, such as loss of production, use, orders, profit or other direct or indirect losses. Preclusion of liability will not apply to unlawful intent or gross negligence of the supplier, but will also apply to unlawful intent or gross negligence of ancillary persons. In other respects, this preclusion of liability will not apply if it is contrary to legislation.

14. Court of jurisdiction and applicable law

14.1 **The court of jurisdiction for the customer and the supplier will be the registered office of the supplier.**
However, the supplier will be entitled to take legal action against the customer at its registered office.

14.2 The legal relationship will be governed by substantive Swiss law.