

General Terms of Sales and Delivery

- 1. Validity of our general terms of sales and delivery**
These general sales and delivery conditions apply for all of our offers and deliveries, unless expressly agreed otherwise in writing. Contrary purchase conditions from the orderer only apply if they have been accepted by us in writing.
- 2. Scope of delivery and services**
If an order confirmation has been drawn up, our complete deliveries and services are defined therein solely and conclusively (incl. accompanying enclosures). We reserve the right to make changes that lead to improvements, provided that no increases in price are caused.
- 3. Production according to client information**
In the case of production according to drawings, information, sample parts, etc. from the client, the latter bears responsibility for their correctness.
- 4. Prices and payment**
Our prices are calculated for delivery ex works, excl. VAT and packaging as well as insurance. Our invoices are payable within 30 days net, without any deduction. The minimum invoice amount is CHF 50.00.
- 5. Term of delivery**
A contractually agreed delivery term runs from the conclusion of the contract, however not before all approvals, permits and releases have been produced and not before any necessary information and documents from the orderer have been provided. The delivery term shall be suitably extended if obstacles should appear that lie beyond our sphere of influence. Compliance with the delivery term presupposes that the orderer fulfills his contractual obligations, particularly the agreed payment conditions. Liquidated damages for late delivery can only be claimed if a penalty clause has been agreed on in writing and under the condition that the delay is demonstrably our fault and the orderer can prove a damage. In the event of late delivery, the orderer cannot claim compensation for damages. Should a delivery delay be more than 8 weeks and demonstrably caused by us, the orderer is entitled, excluding all other claims, to withdraw from the contract after prior written warning and setting of an appropriate grace period.
- 6. Delivery**
Dispatches are sent at the cost and risk of the recipient. Packaging is charged at production costs and will not be taken back.
- 7. Damages in transit**
Damages during transportation must immediately be reported by the recipient to the transporter and to us in writing (letter or fax), at the latest however, within 7 days of receiving the merchandise, otherwise any liability will be rejected.
- 8. Testing and acceptance**
The merchandise is subject to the usual quality controls during production. Should the orderer request special tests, this must be agreed on with us in writing (letter or fax) before the order is placed. Extra costs are to be borne by the orderer.
- 9. Guarantee**
We guarantee the functioning of the delivered products in conformity with the contract for a period of 12 months. Any defects must immediately be reported to us in writing (letter or fax), however, within 7 days of discovery, otherwise our liability totally lapses. If defects are reported in good time, we undertake to repair or replace, as we see fit, any parts that are demonstrably defective or damaged as a result of faulty workmanship. We do not assume any liability for any further direct or indirect damage. The warranty period shall run from the delivery ex works. It will expire completely if the orderer or third parties undertake changes or repairs without our prior consent or if spare parts are used, which have not been authorized by us. Damages as a result of material defects, wear and tear, faulty maintenance, failure to follow operating instructions, excessive stress, improper treatment, chemical or electrolytic influences or other reasons that we are not responsible for are excluded from the guarantee. We only guarantee for third party products to the extent that the third party suppliers guarantee to us for their product. There is no guarantee for tools and wear parts.
- 10. Security provisions**
The orderer is solely responsible for implementing and adhering to the security provisions.
- 11. Retention of title**
The delivered merchandise entirely remains our property until full payment has been made.
- 12. Forum and lex forum**
Any legal disputes arising about goods which were delivered under these general terms of sales and delivery fall under the exclusive jurisdiction of the courts of Frauenfeld. The Swiss Federal Code of Commerce (OR) will be applicable.