

General terms and conditions of delivery and payment

1. **Scope and applicability**
 - 1.1 Our deliveries and the customer's payment obligations are exclusively governed by the following terms and conditions. The customer acknowledges and accepts these terms and conditions, in their current form, as being binding on it for all orders and future transactions. The customer's general terms and conditions do not apply to any deliveries made by us.
 - 1.2 At the very latest, our general terms and conditions shall be deemed to apply when an order is placed for goods. Any agreements, especially agreements that differ or depart from these general terms and conditions, shall only be binding if confirmed by us in writing.
 - 1.3 On receipt, the customer must review any and all offers and any order confirmations issued by us without delay and inform us of any discrepancies between them and the order; otherwise, they shall be deemed to have been accepted.
2. **Scope of delivery obligations, intellectual property**
 - 2.1 In determining the **scope of a delivery** the parties' written confirmation shall be definitive. If there is not such confirmation, **our written order confirmation shall be definitive.**
 - 2.2 The documents comprising the offers such as pictures, printed materials, drawings, sketches, samples, specifications and weight data are only binding to the extent that they are specifically indicated as such. We reserve all intellectual property rights and copyright to drawings, pictures, sketches, samples, specifications, offers and printed materials of any kind; they must not be made available to third parties or reproduced without our permission.
Any drawings or other documents provided as part of an offer must be returned to us without delay on our request or if an order is not confirmed.
 - 2.3 Ancillary agreements shall only be binding if they are confirmed in writing.
 - 2.4 Our offers are always non-binding and revocable. We reserve the right to employ other technical approaches that achieve the same result before completion of the design or delivery of an order or services.
3. **Prices**

All prices are net prices and on an Ex Works basis (EXW; Incoterms 2010), and exclude the applicable value added tax, packaging and insurance costs. To the extent that nothing to the contrary has been agreed on, prices are in Swiss francs (CHF) and payments shall be made to us in Swiss francs (CHF). We expressly reserve the right to alter our prices, and shall inform the customer in a timely manner.
4. **Payment, off-setting, delayed receipt**
 - 4.1 **Invoice sums shall be payable within 30 days of the date of invoice without any deductions.** Bills of exchange will only be accepted if specifically agreed on. In the event of payment by bill of exchange or cheque, the customer's debt shall only be deemed to have been paid when the payment has cleared.
 - 4.2 In the event of default of payment, 5% interest and a default fee shall be payable.
 - 4.3 We may off-set payments owing to the customer against our own claims against the customer. The customer may only off-set payments against claims against us if the customer's full claim against us has been acknowledged by us in writing or has been bindingly determined by a court.
 - 4.4 If the customer is in default of payment of an amount that has fallen due or in the event that after conclusion of a contract we become aware of anything that makes us doubt the customer's creditworthiness, we may demand immediate cash payment or a return of any goods delivered, and may, at our discretion, require advance payment or securities in relation to future deliveries. Should the customer fail to comply with these obligations, we may completely or partially rescind the contract or claim damages for breach of contract.
 - 4.5 Payment obligations shall also be complied with when pick-up, acceptance or approval of the delivery/goods is delayed by the customer for reasons for which the supplier is not responsible.
5. **Reservation of title**
 - 5.1 Deliveries shall remain our property until full satisfaction of any and all claims that we have against the customer arising out of our business relationship.
On conclusion of the contract, we may, at the customer's expense and in accordance with the applicable regulations, register or publish the reservation of title in the necessary form in public registers, books or similar documents. The customer shall, at all times, pay the necessary costs and provide any necessary assistance in carrying out the registration/publication.
 - 5.2 In the event of a significant breach of duty by the customer, in particular default of payment, we may take back any deliveries. The customer is under an obligation to return the goods. The taking back of deliveries, exercise of the retention of title or seizure of deliveries do not constitute a rescission of the contract unless we expressly provide so.
6. **Force majeure**

Where our performance of deliveries or services is late, delayed and/or impossible due to *force majeure*, this shall not be deemed to be a breach of contract for the duration of the circumstances of *force majeure* plus a suitable recovery period. If *force majeure* delays the performance of the contract/the order for more than four months or if performance of the contract becomes unreasonably onerous for one of the parties due to *force majeure*, either party shall have a right to rescind the contract. In the event of a rescission, the parties shall immediately return everything that they have received from the other party.
7. **Assembly/software integration**
 - 7.1 If the goods are to be delivered assembled on site, the customer shall ensure that all preliminary work required for assembly to take place is completed on time and at its own costs. It shall also provide us with access. The costs of all work and materials not detailed in the order confirmation shall be borne by the customer.
 - 7.2 The customer shall also ensure that any software installations / our integration of the software for the operation of the goods is possible on the customer's system. Any liability for damage to the customer's IT system (including all hardware and software) is excluded.
8. **Delivery and transfer of risk**
 - 8.1 In general, all deliveries are made EX WORKS (EXW) in accordance with the Incoterms 2010. We will inform the customer when the goods are ready for collection. Any other delivery terms will require our express consent.
 - 8.2 To the extent that freight paid delivery is agreed on, the transfer of risk shall take place as follows:
 - a) Without installation/assembly: when the goods are ready for dispatch or picked up. On the customer's request and at the customer's expense, the supplier may insure the goods against regular transport risks;
 - b) With installation/assembly: on the day of completion of assembly.
9. **Inspection and acceptance by the customer, complaints, delayed acceptance**
 - 9.1 deliveries will be inspected as is customary by us before dispatch. Any additional inspection required by the customer must be ordered separately and paid for by the customer in advance.
 - 9.2 The customer shall inspect all deliveries and services without delay and inform us in writing of any defects straight away, and in any case within 7 days of transfer of risk; in the event of a failure to do this, the deliveries and services shall be deemed to have been accepted.
 - 9.3 The customer must not refuse to accept deliveries due to insignificant defects. Insignificant defects particularly include defects which do not have the effect of significantly affecting the use of the goods or services.
 - 9.4 Where the customer is in default of acceptance, we shall have a right to claim compensation for any costs incurred by us. Beyond this, art. 91 et seq. of the Swiss Code of Obligations (*Obligationenrecht*) shall apply.
10. **Liability - general**

We are only liable for loss which we cause intentionally or through gross negligence, as well as personal injury. All other liability is excluded, irrespective of its legal basis. In addition to this, liability of any agents who we engage is also excluded.
11. **Guarantee, complaint, restoring, repairs**
 - 11.1 In the absence of any other agreement, we guarantee that deliveries comply with our technical specifications/product descriptions for the relevant goods at the time of transfer of risk. No other guarantees are made.
 - 11.2 Where a complaint is made on time (cl. 9.2) we shall, at our discretion, either fix the defect, replace the product in question or refund the customer the reduced value of the product if the faulty product is still usable. The customer shall grant us sufficient time and opportunity to do so. Replaced parts shall become our property.
 - 11.3 No guarantee is granted in the event of an overhaul or repair where there is no defect report.
 - 11.4 Where an overhaul or repairs are faulty, this must be reported within 7 days of receipt of the goods. Later complaints or claims cannot be accepted.
 - 11.5 The guarantee period is 12 months starting from transfer of risk/when the delivery leaves our factory. This period also applies to replacement parts and repair work.
12. **Prohibited exporting**

The customer and the parties that it supplies must not on-sell any goods outside of Switzerland if those goods were not expressly sold for export.
13. **Place of performance, choice of forum, applicable law**
 - 13.1 To the extent that nothing to the contrary applies or is agreed on in writing by the parties, the place of performance for all obligations shall be the location of our company seat.
 - 13.2 For all disputes directly or indirectly arising out of or in relation to this contractual relationship, the sole courts of jurisdiction shall be courts at the location of our company seat. We may, however, bring proceedings against the customer before the courts at the place of the location of its company seat.
 - 13.3 The contractual relationship shall be exclusively governed by Swiss substantive law to the exclusion of the Uniform Law on the International Sale of Goods and the Convention on Contracts for the International Sale of Goods
14. **Assignment**

Rights and claims under this contract may only be transferred with our written consent.
15. **Severability**

Should any of the terms of this agreement be legally invalid for any reason whatsoever, this shall not affect the other provisions. The invalid provision shall be replaced by a legally valid provision which as closely as possible matches the commercial of the invalid provision.

In the event of any discrepancies between the English and the German language version, the German version shall prevail.

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