

1. Scope

These General Terms and Conditions form part of our orders and confirmation procedure and apply to all our trading and commercial relations, such as contracts, deliveries and other services, including consulting services.

Deviations from our General Terms and Conditions, supplementary agreements and any other informal understandings will only be binding when they have been expressly confirmed by us in writing. The remaining terms and conditions shall remain unaffected. We shall only be bound by the customer's purchase terms and other general terms and conditions where these have been expressly recognised by us in writing.

2. Offers

Our offers are subject to change without notice and are non-binding. We reserve the right to alter the design, materials used and prices at any time.

Any quotes, drawings, software and other documents made available to the customer shall remain our property. This material is entrusted to the personal care of the customer. Our rights, including intellectual property rights, shall continue to be maintained in full. The documents provided shall not be made available to third parties, either wholly or in part, and are to be returned to us immediately at our first request.

3. Conclusion of the contract

This supply contract shall only be considered concluded when it has been confirmed by us in writing.

4. Scope of supplies

Our services shall be performed exclusively in accordance with the scope of supplies specified in our confirmation of the order. Any additional services, and all subsequent amendments, insofar as these have been accepted by us, shall be invoiced separately.

5. Prices

Unless otherwise agreed in writing, our prices are quoted net, from our works, without packaging, and are made out in Swiss Francs exclusive of VAT. All shipping expenses, transport costs, fees, duties, tolls and other taxes are to be borne by the purchaser and shall be based, where applicable, on the charges applicable on the day the delivery is made.

Our offer prices are binding insofar as the order is placed within the period of validity of our quote.

6. Conditions of payment

Unless otherwise agreed in writing, payments are to be made within 30 days of the invoice date, net and without deductions or retentions. If the customer is in default with the payment of a due date, we shall be entitled to charge default interest. The amount of the default interest shall be determined by us and shall be based on the currently valid debit interest rate of a first-class Swiss bank.

Before making additional deliveries we may first require the settlement of outstanding dues, pre-payments and/or securities.

Where contracts require the commitment of large sums we shall be entitled to request advance payments to cover our expenses. The amount of the advance payments and their due dates will be laid down in our confirmation of the order.

Reminder costs shall be charged for delayed incoming payments. This shall be without prejudice to all other claims.

7. Delivery term

The delivery term shall be specified by us to the best of our judgement and shall commence on the date the order is confirmed, provided that all technical details have been clarified and any agreed down-payment has been received.

The delivery term is met when the notice of readiness for dispatch has been sent to the purchaser within the period specified.

Arrangements taken in the event of industrial action, acts of war, lack of raw materials, damage to tools etc, which delay the delivery or render it impossible, excessively difficult or expensive, will extend the delivery time accordingly or release us from our duty to deliver.

In the event of failure to meet the delivery term the purchaser shall not be entitled to withdraw from the contract or to claim damages of any kind.

In the event that one of our suppliers, in spite of a contractual obligation, is unable to deliver the goods in question, with the result that this proves to be a long-term hindrance to the performance of the contract, we shall be entitled to withdraw from the agreement. In the event of such a withdrawal we shall notify you immediately of the unavailability of the item(s) in question and reimburse any reciprocal services rendered.

8. Transfer of risk, transport and insurance

Transfer of risk to the customer is effected when the goods are made ready for loading and/or collection. If the shipment is delayed through no fault of our own the goods shall be stored at our premises at the purchaser's cost and risk.

The goods shall be transported in accordance with the instructions and at the purchaser's cost. The purchaser shall also be responsible for arranging insurance to cover damage of whatever nature.

Damage in transit shall be reported to the carrier company in question and in accordance with legal requirements.

9. Inspection and acceptance of the goods or services

The purchaser is required to notify us in writing of any defects within eight days of receipt of the goods or services, otherwise the delivery or services shall be deemed to have been accepted. Machines are to be put into operation to check that they are functioning correctly. Any defects are to be recorded and verified accordingly. Subsequent complaints will not be admitted.

10. Reservation of title

The goods shall remain our property until all payments have been received. We further reserve the right to request advance payments or securities, or to withdraw from the contract, in the event that circumstances arise, or become known to us, that appear prejudicial to our outstanding accounts.

If the reserved goods are associated with other items not belonging to us in such a way that they become the main constituent of a new object, we shall be considered, in our relationship with the customer, as the manufacturer of the said new object and as a result shall acquire complete ownership of it.

In other cases involving compound objects that cannot reasonably be disassembled we will acquire co-ownership of the new object according to the value of the part(s) supplied by us.

Where, in the case of shipments abroad, certain measures are required in the importing country to validate the aforesaid reservation of title or other equivalent assurances, the purchaser is required to draw this to our attention and to instigate and carry out the said measures at his own cost.

Where the legislation in the importing country does not admit a reservation of title, and where the possibility exists of retaining other appropriate assurances in respect of the goods delivered, our claim to such rights shall be implicitly understood.

Insofar as an equivalent assurance of our claims towards the customer is not or cannot be achieved by this means, the purchaser undertakes to provide us, at his own cost, with equivalent assurances in respect of the goods delivered, or other forms of guarantee.

11. Warranty

For our products that are used on a one-shift basis, we provide a 12-month warranty from the date of delivery. In the case of multi-shift usage, the warranty period shall be reduced proportionally.

The customer is obliged to check the delivered products immediately after receipt respectively to put them into operation. Any defects that are found due to this inspection must be reported in writing and in detail to us within 8 days of receipt of the goods. Defects, which become apparent later, must be reported by the customer within 8 days of becoming known.

In the case of a justified defect which has been reported in due time, we reserve the right to decide on reworking, replacement delivery or reduction. The warranty covers in particular defects in parts, which arise during proper operation and maintenance as well as under normal use as a result of faulty design, poor materials or defective workmanship. The purchaser shall pay for all travelling times, waiting times imposed through no fault of our own, travelling costs incurred by our servicing personnel, packaging and transport costs for spare parts and parts deliveries.

This warranty does not cover parts that are subject to natural wear and tear, in particular articles with appropriate marking in our service manuals, no guarantee is taken over.

Also excluded are defects resulting from faulty assembly by the customer or third parties as well as from the use of consumables from other manufacturers.

We reserve the right to alter the design of our products at any time and without any obligation to undertake the same modification to equipment delivered previously.

The existence of technical defects does not entitle the customer to withhold any payments that are due. If the purchaser falls into arrears with his payments, we shall be released from our warranty commitments until the payment obligations have been fulfilled.

12. Liability

Our liability is limited in all cases to direct damage and shall be rendered void in the event of negligence, incorrect use, neglect, accident and tampering by unauthorised persons and where modifications have been made by third parties without our written approval.

We cannot accept liability for any further claims, such as consequential loss, stoppages and loss of profits.

13. Place of performance and court of jurisdiction

The place of performance and the court of jurisdiction for all disputes arising either directly or indirectly from the present legal relationship shall be 8200 Schaffhausen, Switzerland.

14. Applicable law

The legal relationship shall be governed exclusively by Swiss law.

15. Concluding stipulation

If any provisions of these General Terms and Conditions should be held to be invalid, this shall not affect the validity of the remaining provisions.

The invalid provision shall be replaced by a legally acceptable substitute that is as similar as possible to the sense of the original provision.