

1. Exclusive application

These general sales terms apply to all our sales provided we have not explicitly agreed on something else in writing.

Customers' terms of procurement only apply to our sales inasmuch as we have consented to them specifically in writing.

2. Bids - documentation of bids

Without express limitation, our quotes are subject to change. Pricelists can be changed without prior notice.

Graphs, calculations, etc., remain our property. If such documentation is marked "CONFIDENTIAL", they must not be passed on to third parties.

3. Prices – terms of settlement

Our prices are "FCA" Uetikon (Incoterms 2000) including non-returnable packaging. Transport and statutory VAT are charged separately.

Payment without any deduction becomes due 30 days after the billing date. In case of delayed payment, we are entitled to charge a default interest of 4% above the Swiss National Bank's prime rate.

The right to offset costs can only be applied by the buyer if his counterclaims have been legally proven.

4. Packaging

Non-returnable packaging is included in the price. It cannot be returned to us.

Following a certain free period, a daily rental fee will be charged for containers.

5. Delivery period

The agreed delivery period begins after all technical questions have been clarified.

Should there be a delay due to our own fault, the buyer may claim a reduction of 1% of the net purchasing sum per delayed week provided he can credibly prove actual damages. The total sum is limited to a maximum of 5%.

6. Transfer of perils - documents

With an "FCA" delivery (Incoterms 2000), use and peril of the goods transfer to the buyer at handing over the goods. INCOTERMS 2000 apply.

We will arrange for transport insurance on request. The premium is at the buyer's expense.

7. Defects and warranty

The buyer's warranty rights imply that he has duly met his inspection and notice of defects obligations required by the law.

Provided there is a defect in the goods as a result of our responsibility, we have the choice of either correcting the defect or making a replacement delivery. If we are not in a position to correct the default or make a replacement delivery within a reasonable time period, the buyer has the right to rescind (annul the contract) or to demand an abatement (reduction in price).

Any further claims are barred. We are not liable for any damages that did not occur to the delivered goods themselves; in particular, we are not liable for lost profit or other financial damages to the buyer.

The warranty obligation begins with the transfer of perils and lasts for 12 months.

Guaranteed qualities are only those mentioned as such in the specifications. Specifications taken from experience, measurements or literature cannot be guaranteed.

8. Liability

A liability for damages surpassing article 7 is barred except if subject to product liability law.

As far as our liability is excluded or restricted, this also applies to the personal liability of our employees, associates and representatives.

9. Retention of title

We retain title to the sold goods until all claims resulting from the delivery contract are settled.

If the sold goods are irretrievably mixed with other objects not belonging to us, we have the right to retain title to the new product at the ratio proportionate to the value of the sold goods in relation to the other mixed objects at the time of mixture.

10. Export control

The buyer undertakes only to export products, technology and software received from us, either by purchase or free of charge, in accordance with the applicable export control and foreign trade regulations.

The buyer will not use such products, technologies and software for construction, development, production or utilization of nuclear, chemical, biological or other warfare and will not deliver them to third parties about whom he knows or must presume that they could supply the products for such utilization.

The buyer must disclose the end-user to us upon our request (particularly for commercial business).

11. Applicable law and legal venue

Our sales contracts are subject to Swiss law. We exclude the application of the "Vienna Purchase Law".

Legal venue is at our company's domicile. We reserve the right to file claims at the buyer's domicile as well.