

General Terms and Conditions - Terms of Payment and of Delivery

- 1.) **Applicability**
The terms hereunder shall apply exclusively for each order placed with us. Any departure from these terms shall be valid only if expressly confirmed by us in writing. Verbal agreements shall become valid only upon their written confirmation.
- 2.) **Prices**
Prices indicated are net prices, calculated ex works Waltenschwil. Packaging costs and freight charges, as well as customs duties and taxes (if any) are at client's expense. Price increases that may become unavoidable remain reserved. We cannot be held liable for selecting the most favourable shipping route.
- 3.) **Supply Commitments**
Delivery dates for offers which have been accepted shall be respected as far as possible. In the events stated hereunder, delivery periods shall be extended without any claims for damages being allowed:
 - a) unforeseeable events within the meaning of force majeure, or due to loss of production not attributable to any fault, such as because of illness, etc.;
 - b) in the event of the specified goods not having been received by us in good time;
 - c) in the event of delays occurring in the delivery to us of supplied parts, raw materials, or semi-finished products;
 - d) in the event of non-compliance with terms of payment.Subject to gross negligence on our part, we decline all responsibility for consequential damage arising from delay in delivery. Modifications of the goods remain reserved.
- 4.) **Transfer of Risk**
Delivery is at client's risk. The risk of accidental loss, destruction or deterioration passes to the buyer when the goods leave the factory premises in Waltenschwil.
- 5.) **Notification of Defects**
Any defects must be notified to us immediately or at latest within 10 days counting from the day the goods were received. Hidden defects shall be notified without delay after having been discovered. All warranty claims are forfeited with respect to such defects as have not been notified in due course.
- 6.) **Warranty**
During a period of twelve months counting from the date of invoice, we warrant our products to be free of any defects. Warranty is limited to such defects as are not due to inappropriate use or treatment or ordinary wear. In the event of a warranty claim being asserted, we may, at our discretion, either repair or replace the defective product. No claims for a rescission of the purchase contract or a reduction of the purchase price may be made. Parts that have been replaced by us shall become our property. Freight charges relating to products or parts delivered in replacement shall be at the buyer's expense. A warranty claim becomes void if the buyer or any third party modifies or endeavours to repair the product or part concerned. Any warranty in excess of what is stipulated above, with respect to products delivered, is herewith expressly excluded. In particular, all liability for consequential damage suffered by the buyer or any third parties on account of the use of defective products is declined.
- 7.) **Reservation of Ownership**
The goods delivered shall remain our property up to the moment when the purchase price has been paid in full.
- 8.) **Exchange of Goods**
Goods shall be exchanged only if practically new, and with a reduction of an amount equivalent to 10% of the respective purchase price.
- 9.) **Copying of Products**
The design of our products is the result of our creative efforts., and therefore remains our property. Our products must not be copied in any way whatsoever. In the event of non-compliance with this provision, legal action may be taken.
- 10.) **Place of Performance and Governing Law**
Place of performance is Waltenschwil, Swiss law shall apply.
- 11.) **Jurisdiction**
Place of jurisdiction is Muri, canton Aargau, Switzerland.

