

General Terms and Conditions of Sale

1. General

The contract is concluded upon the receipt of written confirmation from PFISTERER SEFAG AG (hereafter Seller), that they accept the Purchaser's order (order confirmation). Quotations from the Seller, which do not include any terms of acceptance, are non-binding.

These general terms and conditions of sale are binding if they are declared to be applicable in the quotation or order confirmation. Other terms and conditions from the Purchaser are only valid insofar as they are expressly accepted in writing by the Seller.

All agreements and legally relevant declarations by the contract parties must be in written form to be valid. The written form may either be via e-mail or by fax.

2. Prices

The prices given in the quotation apply. Packaging, delivery and customs duty as well as VAT are charged in addition. The currency printed on the quotation applies. The currency may vary from the currency in the quotation by mutual agreement. The rate of the day for the foreign exchange of a Swiss banking institution on the day of the invoicing applies for the conversion.

The Seller reserves the right to adapt prices should the rates of pay or material prices change between the time of the offer and the fulfilment of the contract. A reasonable price adaptation may be made if the delivery deadline is subsequently extended for one of the 3 reasons mentioned at Point 3 or due to circumstances on the part of the Purchaser.

3. Terms and conditions of delivery

Deliveries are made from the Malters factory / DPD shipping office at the expense and risk of the Purchaser. Freight and packaging are calculated at the cost price. The place of fulfilment is Malters.

The delivery deadline is agreed by the parties in writing. This is generally 12 weeks from concluding the contract. The course of the agreed delivery deadline only begins after the specification has been given (specifically the transfer of the technical information required for the manufacturing) and/or further documents have been conveyed (specifically confirmation of the opening of a letter of credit). However, the Seller reserves the right for deliveries to be delayed in the event of disruptions to operations, problems with material procurement, strikes or forces majeure. In these cases the Purchaser may neither refuse the delivery nor withdraw from the contract, nor claim compensation. The Seller is obliged to inform the Purchaser of the delay on the day of the anticipated delivery at the latest.

If a delivery release by the Purchaser is anticipated for the delivery in the order confirmation or if the goods were ordered on recall, and if the Purchaser has not approved or not requested the delivery up to the delivery deadline, the Seller is entitled to demand from him the costs arising at 5% of the order volume for each month begun.

4. Special items to be manufactured

For special items that are to be specially manufactured, the Seller reserves the right to over or under-deliver by 10% of the ordered amount. Special manufacturing of tools is not included in the purchase price and will be calculated separately. The Seller remains the owner of the tools.

Any documents appended by the Seller, such as drawings, photographs or photo prints, may only be used for the agreed purpose. Information which may be taken from these documents may not be used without the agreement of the Seller. They may neither be copied nor passed to third parties or otherwise made available to them. The Buyer is liable for the safekeeping of the documents. At the request of the Seller these documents and all copies and reproductions are to be returned immediately.

5. Terms and conditions of payment

Payment must be made immediately when due and by means of the currency specified on the invoice. If the Purchaser does not pay on time, he is immediately in arrears, whereby the Seller is entitled to charge default interest of 8% per year. The Seller expressly reserves the right, in the event of a delay in payment by the Purchaser, to withdraw from the contract and demand the return of the goods already delivered, without granting an extension of time. The Purchaser must thereby bear all associated costs.

6. Terms and conditions of delivery

6.1 Delivery in Switzerland

The Seller's invoice must be paid within 30 days of receipt.

6.2 Delivery outside Switzerland

On conclusion of the contract the Purchaser must make a prepayment of 20% of the negotiated price. On delivery 40% becomes due and 90 days after delivery 30% of the invoiced amount (including delivery, packaging and customs duty as well as VAT) becomes due, in each case with a discount for the payments already made. After a check is made, the Seller issues a final invoice for the remaining 10% including any price adjustments. This falls due within 10 days of receipt.

6.3 Transfer of benefit and risk

Benefit and risk devolve to the Purchaser once deliveries have left the warehouse or production premises at the latest.

If the despatch is delayed at the request of the Purchaser or for other reasons which are not the responsibility of the Seller, risk devolves to the Purchaser from the time of the originally anticipated delivery. From this time onwards the deliveries will be stored and insured at the cost and risk of the Purchaser.

7. Retention of title

The material supplied remains the property of the Seller until all claims from the Seller in respect of the Purchaser have been redeemed. Prior to the completion of payment for goods, security or collateral is prohibited. Resale of goods for which full payment has not been received, is only permitted with the express agreement of the Seller.

8. Defects

Any defects in the goods are to be notified within 30 days following receipt of the goods. If the goods are sent direct to third parties, they must be checked and accepted by the Purchaser at the Seller's factory, otherwise the goods are considered to have been supplied according to the contract with the despatch.

For material and construction defects, the Seller gives the direct Purchaser a guarantee during the 12 months following installation, but at the longest 24 months after the delivery has taken place, insofar as they are informed within 30 days of the Purchaser's knowledge of these defects. The Seller's guarantee obligation is limited by their choice to rework or grant replacement parts. In the event of reworking, the Purchaser is liable for all costs arising where the reworking cannot be undertaken at the Seller's premises. The granting of replacement parts takes place at the place of fulfilment. The parts to be replaced must be handed over to the ownership of the Seller at the place of fulfilment. All additional services from the Seller will be invoiced to the Purchaser. The payment of compensation, particularly recompense for consequential loss, is expressly excluded.

The guarantee does not extend to damages arising as a result of natural wear and tear, excessive use or faulty installation, insofar as these are not caused by the Seller. Insofar as a claim against guarantee cannot be attributed to faulty installation by the Seller, he also assumes installation in connection with the guarantee. A continuing guarantee is not accorded. The guarantee expires if the Purchaser makes changes, or has changes made, to the item under guarantee, without written permission from the Seller.

9. Applicable law

Swiss law applies exclusively (with the express exclusion of the Vienna Convention on the Sale of Goods).

10. Place of jurisdiction

The place of jurisdiction is the head office of the Seller, currently Malters LU, Switzerland. However, the Seller is entitled to take legal action against the Purchaser at their head office location.

11. Safeguarding clause

In the event that a specific part of the contract is invalid, the remaining parts of the contract are binding for the parties.

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