

General terms of sale and terms of delivery

1 Principle

The following general terms of sale and terms of delivery are obliging if they are explained on offer or in the confirmation of order as applicable. Different-being conditions of the customer have only validity, as far as they have been accepted by the supplier expressly and in writing. It is our continual aspiration to apply the high-class management extensively in the relations with our business partners.

2 Areas of application

These terms of sale and terms of delivery are valid exclusively and for all contracts about deliveries and other achievements, provided that in the single contract expressly something else was not agreed.

3 Quotations

Our offers are limited, provided that divergent information do not become home-made on offer, of 2 months. From us worked out drawings, patterns etc., remain our spiritual property and may be neither multiplied nor be made to third accessible. They are just as our offers to treat confidentially. If suitable order is missing, we are entitled to demand back these documents.

4 Prices

Our prices get on net, ex works, including packaging and excl. VAT different-being payment terms are expelled on the calculation.

With annulment of already given orders our costs accumulated till then and machinations are charged.

5 Payment terms

The calculations are to be paid within 30 days (purely net). All wrongful deductions become from us after loads. A possible objection of a delivery corrects the subscriber not to the restraint of due payments for remaining deliveries. For late payments we are entitled to call interests on arrears by the height of 12% which are due immediately to the payment.

6 Retentions of title

We reserve ourselves the property in the purchase thing up to the entrance of the invoice amount of all deliveries. The buyer authorises us to carry out any time on his costs and with his necessary co-operation, the registration of the retention of title in the official register to announce resp. the lien and to fulfil all relevant formalities.

7 Deliveries

The term of delivery begins with end of the contract, however, not before adduction, the documents to be procured by the customer.

If it comes for reasons of for which we have not been to blame, the customer is not entitled so to the excess of a delivery to cancel his order. Subsequently pass in no case claims of the customer on substitute of damages which arise from delays of delivery or from an impossible or afterwards impossibility become delivery.

This disclaimer of liability is not valid for illegal intentions or coarse carelessness on our side. The buyer accepts part deliveries.

8 Shipment

All broadcastings are packed by us properly and always travel on danger of the customer. Provided that we undertake to deliver the product to the customer post-free house, pass in no case claims of the customer on substitute of damages which originate in connection with the delivery. In any case, it is a thing of the customer not to reprimand being due breaks or other destructions of the product, damages of the product as well as a late or, otherwise, right delivery immediately by the responsible road management or postal administration or the commissioned forwarding agent from the transport.

The danger crossing is directed at valid Incoterms clause of the international chamber of commerce after in the single contract applied and at the time of the completion of the contract.

9 Fault guarantees

Defects are written to us immediately after goods delivery and to announce enough documented. Otherwise the product is valid as accepted. Later objections are only accepted if hides the defects, were not recognizable i.e. at the time of the delivery in spite of well-arranged check, and the buyer complains within one week since discovery of the defects in writing. Besides, is valid the legally limited guarantee duty.

Damages in transit can be recognised only if with the goods acceptance on the light of delivery a suitable reservation is appropriated towards the carrier.

Defective product is taken back by us and is substituted. Instead of this we can substitute for the reduced value. Damaged product may be sent back only on receipt of our forwarding agency instructions.

Our liability with fault Rugen goes on by no means as on the substitute of the delivered product within adequate extension. This disclaimer of liability is not valid, as far as compelling right stands in the way of him.

10 Whole liability

A further liability on compensation as in §6 a fault guarantee intended, is – without taking into consideration the legal nature of the asserted claim impossible, claims are excluded on account of the product liability.

11 Patents, copyrights

The customer commits himself to release us from all claims of third which can arise from a patent, utility model, or other protective injury and copyright injury, and to recoup itself completely to us.

12 Jurisdiction

Exclusive legal venue is Meilen/ ZH. The well-arranged judge is responsible.

The legal relationship between us and the customer is subordinate in all parts to Swiss one Surely, in particular to the Swiss bond right, to the exclusion of the arrangement of the United Nations about contracts about the international goods purchase from the 11th of April, 1980 and the Hague purchase right arrangement from the 15th of June, 1955.

Oetwil a. S. in January, 2010