

Terms of Delivery: Commerical Goods

1. Offer

Unless otherwise stipulated our offers are binding for 60 days. Cost estimates, sketches, drawings and calculations remain our property and may neither be copied nor be made available to third parties.

2. Prices

Our prices are net ex works Balsthal. All incidental costs (packaging, shipping, customs clearing, certificates of origin) have to be borne by the buyer. Our prices are excluding VAT. For invoices below Euro 240.— expenses of Euro 35.— will be charged to the buyer.

3. Purchase Orders

All purchase orders are subject to written acknowledgement of order.

4. Time of Delivery

If ever possible delivery dates are met. Any delay of delivery on our part does not justify revocation of contract / order nor any claims unless a contrary written agreement has been made.

5. Shipping of Goods

Goods are being shipped at buyer's risk and cost.

6. Guarantees

Goods that prove unfit due to defective raw material or production faults will be replaced or repaired free of charge within 1 year after initial operation but max. 2 years after delivery. Returns require our written consent and are to be delivered free domicile.

In principle we do not agree to any other kinds of compensation. We also assume no obligations with regard to the qualification for the intended use of the goods delivered. Obligation under a guarantee expires automatically if the buyer carries out or has third parties carry out modifications or repair work at goods delivered.

7. Terms of Payment

Payment has to be made within 30 days net without deductions. All other terms of payment require our written consent. For payments received after 30 days interest on arrears of 8% are charged.

8. Governing Law and Place of Performance

Any dispute and controversy arising this contract is exclusively governed by Swiss law. Place of performance is Balsthal.