

GENERAL SALES CONDITIONS

1. General agreement

All orders are accepted and/or implemented in accordance with conditions below. Through placing of orders the buyer accepts the terms of sale. Deviating and additional verbal agreements require our written confirmation and apply only to the business, for which these are agreed.

2. Prices

All our confirmed prices are based on the market conditions (raw material prices, wages, etc.) known to us on the day of confirmation. Subject to change, if nothing else has been agreed in written form.

3. Weight

Weight shortages within trade practice as well as shortages in weight of 10 % necessitated by the restraints of foundry practice are permitted.

4. Delivery

With an invoice amount of CHF 500.00 and more the delivery terms within Switzerland are normally franco domicile if nothing else has been agreed. For shipments below this value, the freight charges will be added. In case of supplies with own vehicle, a freight charge contribution of minimum CHF 40.00 will be charged. All goods are shipped on risk of the buyer, even if the delivery term is franco domicile. For leaking, shortage, damages etc. as well as for possible damages of the consignment during the transport we are not responsible. In this case, the buyer has to claim by the forwarding agent resp. by the carrier.

5. Payment

If nothing else is agreed, the invoice has to be paid within 30 days net from date of invoice. Cash discounts will not be accepted. If we do not receive the full payment within the above payment term, customer will, without being reminded thereof, automatically fall in default upon expiration of such term. With opening of the insolvency or administration of estates, all outstanding debits are immediately payable.

Each consignment is concerning the payment a business at itself and the purchaser is not authorized to set any counterclaims against our claim of payment.

6. Title of goods

Goods supplied remain the property of the supplier until all obligations arising from the sales contract have been met. We are entitled to make use of this property retention without court order by collecting the goods.

7. Acceptance by the buyer

The acceptance of the goods with time bargains has to occur up to the intended date at the latest. In case of on-call orders not later than within one year at date of order. If the buyer gets in delay with the acceptance of the commodity we are able to charge the due quantity.

8. Guarantee

We ensure for the appropriate composition of the supplied goods and their suitability to the explicitly guaranteed purpose. Each further guarantees will be rejected, especially for defects, which result from the future processing or in the result of the work. All defects have to be reprovved before using or mixing, within 8 days after receiving the goods at the latest.

Guarantee requirements due to defects will be prescribed after one year.

If the processing did not take place within 6 months after receipt of the commodity, the annual guarantee will start from the delivery date of the commodity.

Our technology advice in word and writing is non-committal and does not release our customers from their own inspection for the qualification of intended procedures and purposes. Complaints do not release from the compliance to our general terms and conditions.

9. Liability

A possible liability is limited to the substitution of the material, which we delivered.

Further claims, in particular on substitution of an indirect defect or of a consequential damage are strictly excluded.

10. Force Majeure

All events and facts, that are outside of our influence and control apply to force majeure and exempt us from any guarantee liability and delivery commitment.

11. Place of compliance and jurisdiction

Place of compliance and jurisdiction is Vaduz, Principality of Liechtenstein.

Our entire contractual relationship to the buyer applies to the law of the Principality of Liechtenstein.

However, we explicitly reserve the right to claim against the buyer at the courts of his branch office or its domicile.