

## General Conditions of Sales and Delivery (GTB)

### 1. General

1.1 These general conditions of sales and delivery are binding, if they are mentioned to be applicable in the quotation as well as order confirmation. Any other conditions are only valid if they have been agreed and confirmed by us in writing.  
1.2 All agreements or amendments of contracts shall be effective only after agreed by both parties and made in writing.

### 2. Quotations and conclusion of contract

2.1 The contract shall be effective upon receipt of our written confirmation stating the acceptance of the order.  
2.2 Quotations without validity period are nonbinding.

### 3. Extent of delivery

3.1 The extent of delivery and service is fixed in the order confirmation. All material or services not mentioned in the order confirmation are invoiced additionally.  
3.2 Amendments to the order confirmation can be made by us and are accepted if they result in an improvement of the delivery.

### 4. Technical documents

4.1 Brochures, catalogues etc. are not binding. Information in technical documentations are only valid if they have been expressly confirmed in writing.  
4.2 We reserve the right to make any changes. Amendment in execution, performance, dimensions and weights in regard of drawings, sketches or descriptions in brochures, catalogues or any other sales documentations or earlier deliveries are valid as long as they do not limit the use of the goods in an important way.  
4.3 The finale execution is reserved especially by new construction or special custom-made construction.

### 5. Prescriptions of country of destination

The customer shall inform us – at the latest with the order – of all legal and other prescriptions which have to be observed with regard to the delivery, installation, operation, prevention of accidents and illness (including environmental protection, exhaust water and air, electrical installation, etc.)

### 6. Prices

6.1 Our sales prices are, if not agreed otherwise, net, FCA (free carrier), CH-3150 Schwarzenburg, Incoterms 2020, in Swiss francs, without packing, transport, cargo insurance, local VAT and duties, initiation and installation costs.  
6.2 We are authorized to correct the sales prices until the final execution of the order, if the costs of calculation have increased in the time between order confirmation and installation.

### 7. Terms of payment

7.1 All payments shall be made by means of an irrevocable Letter of Credit, confirmed by a Swiss Bank or according to special agreed payment terms.  
7.2 All payments have to be transferred to CH-3150 Schwarzenburg without any deduction of discounts, expenses, taxes, fees or whatever charges. Any other payment terms have to be especially agreed.  
7.3 If the customer delays the agreed payments, we have the right to stop any planned delivery immediately and to charge interests of 6 % p.a.

### 8. Prohibition of assignment and compensation

8.1 The customer is not entitled to compensate our claims against his claims, unless we have expressly agreed to it in writing.  
8.2 The assignment of claims to a third party is prohibited, unless we have expressly agreed to it in writing.

### 9. Transfer of risk

The transfer of risk of the delivered goods is at the time of loading ex our factory CH-3150 Schwarzenburg/Switzerland and/or according to the agreed Incoterms 2020.

### 10. Title retention

The transfer of ownership is ruled according to the article mentioned in the order confirmation and/or invoice.

### 11. Delivery time

11.1 The delivery time starts upon forwarding of our order confirmation and the entire settlement of all technical questions.  
11.2 The delivery time is extended adequately:

- if all information, used for the execution of the order is not delivered in time, or if these are amended (after the order confirmation) by the customer;
- if terms of payments are not kept or Letter of Credits are opened to late;
- if events occur, which have not been prevented by us, regardless of where they occur (by us, the customer or a third party).  
These are Force Majeure events, such as but not limited to, war, nature disasters, epidemic, pandemic, serious fire, flood, earthquake, important production disturbance, accidents, industrial disputes, late or faulty deliveries of raw material and semi or finished products, governmental measurements.

### 12. Delay of delivery

12.1 Liquidated damages must be agreed upon in writing.  
12.2 The first 2 weeks of the delay are not subject to any liquidated damages.  
12.3 The customer has no right for liquidated damages due to delay of the delivery or services.

**13. Delivery, transport and cargo insurance – Incoterms 2020**

- 13.1 The equipment are packed carefully. The packing is invoiced to the customer.
- 13.2 We have to be informed in time regarding special requirements of transport or cargo insurance issues. The agreed Incoterms 2020 rule the transfer of risk, the duties and rights of the seller and customer. Any objections regarding damages due to transport have to be recorded in a report established and signed by the transport agent, the truck driver or the last carrier of the goods. Copy of such a report has to be send to us immediately.
- 13.3 Cargo insurance is ruled according to the agreed Incoterms 2020.

**14. Inspection and acceptance of delivery**

The customer has to inspect the equipment within adequate time und to inform us immediately of any claims. Without this, delivery and services are accepted and approved.

**15. Warranty and liability**

- 15.1 We hereby warrant that the products delivered by us are free from defects in material and workmanship.
- 15.2 Guaranteed qualities are only those, mentioned in the order confirmation or user manual. The warranty is only valid until the end of the warranty time.
- 15.3 The customer has the right to demand a repair- or replacement within 12 months from the date of invoice, should the products delivered be defective. For products not produced by us, we will apply the subcontractor's guarantee and liability obligations.
- 15.4 The warranty expires prematurely if the customer or a third party undertakes inappropriate modifications or repairs without prior consent. Furthermore if the customer does not take immediate actions for mitigation of damages or prevents us to do so.
- 15.5 Excluded from our warranty and liability are all damages, which are not proved to be due to bad material, faulty design or poor workmanship.
- 15.6 The customer has no other rights or claims – except those expressly mentioned in article 15.3 – if damages occur due to bad material, faulty design and execution, or missing qualities as per order confirmation.
- 15.7 The warranty is valid for the equipment or spare part, but not for the installation work, travelling and accommodation expenses arising in relation with the damage or claim. All damages, which result from normal wear, improper maintenance, failure to observe the operating instructions, use of any unsuitable material or accessories (chemicals etc.), are excluded from the warranty and liability.
- 15.8 All cases of breach of contract and their legal consequences are ruled herewith in a terminatory matter. All claims for liquidated damages, discounts, cancellation or termination of the contract are excluded. Especially compensation for consequential loss are excluded, as long as legal product liability regulations do not say otherwise.

**16. Exclusion**

CISG (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

**17. Governing law**

Swiss law governs the contracts and General Terms only.

**18. Jurisdiction**

The place of jurisdiction is CH-3150 Schwarzenburg / Switzerland.