

General terms and conditions

1. Prices for Swiss market

Prices are understood as EXW in CHF excluding VAT (sales tax). The prices in effect at the date of receipt of order apply; surcharges taking account increases of costs of metals are reserved.

2. Packaging and delivery costs

All articles – depending on their weight and bulk – will be shipped by mail, parcel post, truck, airmail or ship, in each case under the liability of the recipient. Additional costs for express deliveries or unusual packaging are at the expense of the recipient. Pallets, boxes, containers, cable drums shall be invoiced at cost price. We will not take back special crates, disposable pallets and boxes. We will not replace breakages, damage and losses during transport free of charge. The transport company should be immediately notified of any damage.

3. Performance

Productions of special drawings, as well as changes to drawings that depart from the performance offered shall be invoiced according to time outlay incurred. This likewise applies for additional project planning effort. Additional work (such as adaptations, special parts, sections, cutouts, notches etc.) that is not detailed in the tender shall be invoiced separately, according to time outlay. The additional work incurred for retrospective individual orders or special versions or reworking shall be invoiced. The tools required for customized orders shall be invoiced according to previously stated prices. Such tools shall remain our property. If we are not awarded the order, we reserve the right to submit invoices for specially-manufactured patterns as well as our work in developing the project. We reserve the right to deviations due to raw materials and production within the permitted tolerances, and these do not place us under obligation to accept returned goods.

4. Invoicing and payment conditions for Swiss market

Orders with a value under CHF 50.00 shall be invoiced with a minimum charge of CHF 50.00 (excl. surcharges). Orders with a value under CHF 100.00 shall be invoiced net at list price. Invoices are payable within 14 days from the invoice data with 2% discount or within 30 days net. A processing fee will be levied in the event of arrears. Deliveries to recipients who are unknown to us and have previously not fulfilled their payment obligations shall be against cash on delivery or advance payment.

5. Execution of orders

The cancellation or suspension of orders by the ordering party requires our express agreement, and must occur within 7 days of notification. In particular with the delivery of custom-made articles we reserve an under- or over-delivery of up to 10%. If orders are cancelled any additional costs thereby incurred will be invoiced. Goods ordered on a standby basis must be accepted within the defined period.

6. Delivery date

The specified delivery dates shall be observed wherever possible. We are released from the obligation to respect the delivery date by: Operational disruptions, material deficiencies, official regulations, labour disputes, call up of reservists and other cases of force majeure. Claims due to late delivery will be rejected. The delivery period starts on the date on which we are in possession of all required technical, design and commercial specifications from the ordering party relating to design modifications etc.

7. Warranty

For material or design faults on the articles delivered, we extend a warranty such that we will replace products that we recognize as being faulty at no extra charge in the 12 months after the installation of the respective products, however no later than 18 months thereafter. These must be forwarded to us with an enclosed delivery note. This warranty shall lapse if improper work is carried out on the product. If circumstances do not allow the corrective work to be carried out at our workshops, the warranty is limited to the free of charge replacement of the device. We do not accept expenditure or time outlays that have been caused outside our company.

8. Liability

Any claims by the ordering party other than those expressly named in these conditions of delivery, regardless of the legal basis on which they are made, especially all claims for compensation for damages, abatement and cancellation of the contract or withdrawal from the contract, are excluded. We only accept liability in the context of mandatory statutory provisions.

9. Reservation of proprietary rights

All delivered goods remain our property until all demands in respect of these goods have been fulfilled. We reserve the right to enter the reservation of ownership in the official registers in accordance with respective national laws. The costs for such entries shall be borne by the purchaser.

10. Return deliveries

Each return delivery requires our previous agreement. A delivery note shall be enclosed with the return delivery. In the case of returns of standard equipment that are not due to incorrect delivery on our part, there will only be a reimbursement if the value of goods exceeds CHF 300.00, and we shall charge at least 25% of the value of goods for our own outlays. Returns can only be accepted in the original packaging and with a delivery note. **Return of custom-made products of any kind is excluded.**

11. Claims

Claims regarding to the number of items, weight, faults, etc. can only be taken into account if they are made within 7 days of receipt of the goods.

12. Export

Prices are understood as EXW in CHF or in EUR excl. VAT (sales tax). This will be separately charged in accordance with the respectively applicable statutory rate. For exports, the minimum invoice value is EUR 100.00. Deliveries are against advance payment or by mutual agreement. The export of products and parts thereof may be subject to export licensing requirements due to their nature or foreseen use.

13. Proprietary rights

Our goods are largely protected by patents in Switzerland and in other countries. Transgressions of these proprietary rights will be prosecuted.

14. Place of fulfilment and legal venue

The place of fulfilment is Muttenz and the legal venue in all events is Arlesheim, Switzerland.