

General Terms and Conditions of Delivery

1. Conclusion of the Agreement

The Agreement shall be deemed to be concluded when we have confirmed in writing the acceptance of a purchase order or when the Customer declares the acceptance of our unchanged offer in writing and in due time.

2. Scope of the Delivery

The order confirmation is decisive for the scope and performance of the delivery. Any services not contained therein must be agreed in writing and paid for in addition.

3. Term of Delivery

The term of delivery shall commence at the date of the written order confirmation or the receipt of the purchase order in accordance with our unchanged offer. The term of delivery shall not commence or will be reasonably extended,

- if we do not receive the required technical and commercial documents in due time or if such will be subsequently changed by the Customer with our consent;
- in case of delay in delivery by our suppliers;
- if events of any type occur through no fault of ours which impair the orderly performance of the work for the order;
- if the Customer is in arrears of work to be performed by him/her or behind schedule regarding the performance of his contractual obligations.

If the non-compliance with a delivery deadline is not exclusively caused by our fault, the Customer shall not be entitled to cancel the Agreement or claim for damages. Force Majeure relieves us from the delivery obligations received without further claims on the part of the Customer.

4. Transfer of Benefit and Risk,

Transport Costs

Benefit and risk shall be transferred to the Customer when the goods leave the supply plant at the latest (this shall apply even in case of delivery postage paid).

If the delivery is delayed or becomes impossible for reasons for which we are not responsible, we are entitled to store the goods at the expense of the Customer in our warehouse or in a third party warehouse. The transport will be made by us at the account of the Customer.

5. Packaging

The packaging will be charged at cost price and not taken back.

6. Assembly

Assembly and commissioning will be made at the expense of the Customer. The Customer shall bear the costs for working time, travelling time, transport, catering and accommodation of our personnel. Helpers shall be provided upon request. Costs for services of third parties which are required for the assembly of our apparatuses shall be borne by the Customer.

7. Inspection and Notification, Forfeiture of Warranty Claims

The Customer shall inspect the delivery as good as possible within 14 days at the latest after the transfer of the risk and he/she shall immediately notify us in writing of any defects found. If the Customer fails to do this, the goods shall be deemed to be approved. We shall also be informed immediately of any defects which are found subsequently, but still within the term of warranty, otherwise, the goods will be deemed to be approved even with regard to these defects.

8. Warranty

We provide a warranty of 12 months from the transfer of risk, in case of a one shift operation, for defective deliveries resulting from defects in material or workmanship, i.e. we repair, replace or grant a credit for defective parts according to our discretion.

We will only bear the costs arising from the repair or the replacement of the defective parts in our plant. If the defective parts cannot be repaired or replaced in our plant, all resulting additional costs shall be borne by the Customer. If the complaint proves to be unjustified, any and all costs shall be borne by the Customer.

Defects arising from natural wear and tear, defective maintenance, non-compliance with operating instructions, excessive use, undue intervention, in particular, by third parties, are particularly excluded from warranty. Also excluded are defects which result from the fact that instructions provided by us after receipt of the complaint notification (e.g. immediate shutdown) have not been complied with. Any further claims of the Customer due to defective delivery going beyond this warranty, especially claims for damages, retention of payment and cancellation of the Agreement as well as due to damage which arise from the use or the installation of the goods, are explicitly excluded.

9. Prices

Our prices are net, excl. VAT and unpacked ex supply plant.

We are entitled to make price adjustments when the Customer makes changes regarding quantity, material or design or extends the term of delivery with our consent and after having confirmed the order or when the material or the design requires changes as the documents provided to us by the Customer did not correspond to the actual circumstances or were incomplete.

10. Payment

Our invoices shall be payable net within 30 days, without discount or any other deductions, in Swiss Francs and at our free disposal at our domicile. The retention or the reduction of payments due to complaints or the set-off of counter claims is prohibited.

When the payment terms are not complied with, we will charge a default interest rate corresponding to the rate of uncovered bank credits at our domicile.

11. Intellectual Property

We reserve the sole property and the sole copyrights in all documents like drawings, plans, representations, etc. The documents may not be copied or disclosed to third parties without our explicit consent.

The documents shall be returned upon request as soon as the Customer does no longer need them in connection with the concrete project.

12. Retention of Title

The goods provided by us will remain our property until the complete payment and we are entitled to register them in the retention of title register as long as no complete payment has been made.

If the retention of title is not effective in the above mentioned form according to the law applicable at the place of destination, the Customer shall provide assistance to establish a corresponding safety right applicable according to the laws in his/her country.

13. Provisions at the Place of Destination

If the place of destination is outside of Switzerland, the Customer shall inform us in due time about all essential provisions relating to design, installation or operation. If the Customer fails to comply with this duty of information or if he/she fulfils it inadequately, any and all delays and adaptations shall be made at his/her expense.

14. Place of Performance, Place of Jurisdiction, Applicable Law

The exclusive place of performance and the place of jurisdiction for all liabilities arising from the legal relationship between the Customer and us shall be the seat of our company. The courts of law shall have jurisdiction.

The legal relations are exclusively subject to Swiss law. International sales law shall not apply.

15. Applicability of General Terms and Conditions

These General Terms and Conditions of Delivery shall apply, unless otherwise stated in the offer or in the order confirmation.

Deviating conditions of the Customer shall apply only when accepted by us in writing.

Grossenbacher Systeme AG

CH-9008 St. Gallen, Spinnereistrasse 10, Switzerland

Telephone ++41 71 243 29 29

Telefax ++41 71 243 29 28

www.gesys.ch