



## General Terms and Conditions of Business (General Terms and Conditions)

### H. FRÖHLICH AG Industrietechnik

#### 1. General information

- 1.1 These General Terms and Conditions of Business apply to all, and also future, business relationships between H. FRÖHLICH AG Industrietechnik (hereinafter referred to as "HFAG") and the buyer (hereinafter referred to as "Client").
- 1.2 Everywhere where "the written form" is required an email message with clear identification will suffice.
- 1.3 They apply regardless of what type of contract the individual contractual relationship involves. This especially also applies to the provisions of the warranty and the consequences of default.
- 1.4 If there are any deviations between these Terms and Conditions and the special conditions in the individual contract, the special provisions shall take precedence.
- 1.5 Mistakes such as printing, spelling and calculation errors in the quote, order confirmation and invoice entitle us to make a correction at any time.
- 1.6 References by the Client to its own terms and conditions are generally irrelevant. General terms and conditions of the Client and other documents, additions to or deviations from these General Terms and Conditions of Business will only be an integral part of the contract if HFAG has expressly agreed to them in writing in the order confirmation.

#### 2. Offers and placing of orders

- 2.1 Quotes are submitted subject to change and subject to interim sale or availability. Prices in individual quotes are valid for 30 days from submission of the quote. Prices in price lists, catalogues or electronic media are non-binding.
- 2.2 All measurements, illustrations and other information in our catalogues and sales documents are non-binding and may be amended at any time without prior notice and do not constitute a guarantee of specific features.
- 2.3 Orders will only become binding through our written order confirmation. Any modifications or amendments must be in writing. For custom-manufactured items delivery of up to 10% more or less of the scope of the placed order is permitted. Invoicing will take place according to the effectively supplied quantity.
- 2.4 The amendment or cancellation of orders for custom-manufactured items by the Client is excluded after confirmation of the order.
- 2.5 All prices are ex warehouse Wallisellen and are exclusive of VAT, packaging, freight and postage.

#### 3. Terms of Payment

- 3.1 Unless other terms of payment have been expressly agreed payment for deliveries is due after 30 days net from the invoice date without discount or any other deductions.
- 3.2 Custom-manufactured items shall be produced against a third down-payment; one third of the purchase sum will be due prior to delivery and the remainder net within 30 days from the invoice date without discount or any other deductions.
- 3.3 If the payment date is exceeded or in case of delay in acceptance by HFAG, default interest of 6% above the respective discount rate of the Swiss National Bank shall be charged. Payment default shall occur if the term of payment is exceeded without a further reminder. HFAG is in each case entitled to withhold further services until all outstanding invoices have been paid in full, regardless of the due date.
- 3.4 Payments shall be offset against the oldest claim against the Client.
- 3.5 The employees or agents of HFAG are only entitled to take receipt of payments with a written authority to collect.

#### 4. Term of delivery

- 4.1 Deliveries shall be specified by HFAG to the best of its judgement and shall begin after the acceptance of all execution details. They are understood to be approximate. In the event of larger delays the Client shall be informed accordingly.
- 4.2 The delivery times are deemed to have been met upon punctual notification of readiness for delivery or dispatch.
- 4.3 Exceeded deadlines do not entitle the Client to withdraw from the contract. The Client's entitlement to compensation if delivery times are exceeded exists only in the event of gross negligence on the part of HFAG and is limited to the value of the delivery.
- 4.4 HFAG reserves the right to rescind the contract without performance or compensation in whole or in part or to extend the delivery period if events occur which prevent or delay delivery for which we are not liable. Such events are namely regarded as force majeure, closure, strikes, mechanical breakdown, fire or other disturbances either at our premises or at the premises of our subcontractors or delayed or defective delivery of necessary raw materials, semi-finished or finished products.
- 4.5 The return of goods supplied according to order is not possible

#### 5. Benefits and risks

Benefits and risks shall pass to the Client upon dispatch ex works. This also applies if the price is free at destination. Goods which are lost or damaged in transit will only be replaced by us on the basis of a new order and will be charged for at the prices currently valid. Transport insurance is the Client's responsibility. Deviations from the delivery note or from the invoice must be notified in writing without delay, but at the latest within 8 days after receipt of the consignment.

#### 6. Retention of title

- 6.1 We shall reserve title to all the items we have delivered until we have received full payment of the purchase price. Legal measures for the registration and execution of the retention of title shall be borne by the Client.
- 6.2 If the Client defaults on payment of the purchase price, the return of the item may be demanded. HFAG reserves the right to assert claims for compensation. The Client is obliged to cooperate with the necessary measures for the protection of the property of HFAG.

#### 7. Repurchases

The amendment or cancellation of orders for custom-manufactured items is excluded after confirmation of the order. A payout will not take place upon termination of the business relationship.

#### 8. Warranty, guarantee, complaints, liability

- 8.1 HFAG shall guarantee that the products it supplies do not have any defects. A product defect is deemed to be any deviation from the product details contained in the specifications or, if applicable, in the order confirmation.
- 8.2 HFAG will not accept any warranty or liability for the suitability of the products for a specific purpose or for a specific machining outcome. Technical advice will be given to the best of our knowledge, but without obligation.
- 8.3 If the supplied product is defective, we have the right to either take back the defective product or replace it with a defect-free item or rectify the defect.
- 8.4 No reworking or changes to defective products may be made without the express consent of HFAG.
- 8.5 Immediately after receipt and prior to use or further processing the Client shall inspect the supplied product and notify any defects in writing. The complaint period is forfeited after the Client has received the product.
- 8.6 HFAG shall issue the Client with a guarantee of one year from the invoice date. Within the scope of this guarantee the supplier shall at the written request of the Client undertake to improve or replace at the discretion of HFAG all parts which are proved to have become defective as a result of material or fabrication faults.
- 8.7 Damage due to normal wear and tear is excluded from the warranty as well as inadequate maintenance, non-observance of operating instructions, excessive use, unsuitable operating agents, chemical or electrolytic influence, faulty construction or assembly not executed by the supplier and as a consequence of other causes not within the responsibility of the supplier. Termination of the contract by the Client is explicitly excluded.
- 8.8 In all cases of guarantee or warranty or other liability grounds the liability of HFAG is restricted to the invoice value of the product. In particular, any liability by us for direct or indirect damage or for lost profit by the Client or by third parties and for further consequential damage is waived.

#### 9. Samples, tools and moulds

Samples will be supplied against payment. Tools, moulds and models which are produced for the execution of an order shall remain the property of HFAG, even if pro rata costs have been invoiced.

#### 10. Change in the Client's financial circumstances

HFAG is entitled to withdraw from the contract without compensation if unfavourable information about the Client's financial circumstances is issued after the conclusion of the contract and the Client has not furnished security within 10 days. Similarly, HFAG may withdraw from the contract in whole or in part if HFAG sees itself as obliged to do so due to events of force majeure, which include strikes, lockouts, major operational disruptions (e.g. natural hazards at work) or similar at our premises or at the premises of our suppliers.

#### 11. Place of performance and place of jurisdiction

The place of performance and place of jurisdiction is the location of the registered office of HFAG. The latter is also entitled to institute legal proceedings against the Client at its registered office or any other competent court. Swiss law is exclusively applicable to the exclusion of the UN Convention on the International Sale of Goods (CISG).

#### 12. Partial invalidity

Should these terms and conditions of purchase be partially invalid, the remainder of the contract shall nevertheless be valid. The invalid provision shall be replaced by a valid provision that comes as close as possible to the aim and purpose of the invalid provision.

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