

General conditions of sale

General

1. The information in our leaflets, catalogues, drawings, photographs and projects is not binding; we expressly reserve the right to modify the arrangement, the form, the dimension, the materials and the weight of the products shown therein.
2. If products are produced according to outside drawings, our works' norms will be used unless other norms are expressly requested and confirmed by us.
3. The order confirmation has the purpose to offer the possibility to the customer to object if his demands have not correctly been interpreted. Without response within appropriate period our order confirmation counts as approved for both parts.

Prices

4. Expect in the case of another written agreement, the prices are understood ex factory, net, excluding packaging.
5. The lawful value-added tax (VAT) is not included in the supply prices. It will be expelled separately in lawful amount on the day of invoicing on the invoice
6. Packaging will not be taken back, nor will be credited.
7. In the case of franco deliveries, only normal transport costs are included in our prices. If there is no written agreement to the contrary, our prices do not include premiums for transport insurance or special risks, etc.; the purchase must in all cases take the full responsibility for these. If it is expressly agreed that the premiums for transport insurance and special risks, etc. are included in our prices, the current rate at the time of our offer is valid; additional expenditure arising from changes in tariff or rates of exchange is to be borne by the customer.
8. In the case of orders the execution of which takes longer than 4 months, we reserve the right to adjust the prices correspondingly where changes in the cost of materials, wages, etc. arise, as far as fixed prices have not been agreed upon.

Deliveries

9. The delivery dates given in our offers and confirmations are all understood from the date of receipt and clarification of the definite order, and from the receipt of payments due with the order, as well as the necessary import, currency and other permits. This is, however, conditional upon raw materials for the order being available on time. Delays in the clarification of technical details will result in delays in the completion of the products ordered.
10. All delivery dates given by us are approximate.
11. Cases of force majeure, war, total or partial mobilisation of the Swiss army, epidemics, strikes, fire, etc. in our own workshops or in the works of our suppliers, will result in a corresponding prolongation of our delivery dates.
12. The delivery is considered executed when the products are complete in our workshop. The purchaser will be informed of the time of completion.
13. Under no circumstances does our exceeding the delivery date justify cancellation of the order.
14. In cases of late delivery we cannot accept any claim for payment of compensation under any title whatever, nor of a fine for late delivery, if there is no express written agreement from us.

Conditions of Payment

15. If no other conditions have been laid down, payments are to be made direct to us in Olten within 30 days of the date of the invoice, net, without discount and, unless otherwise agreed upon, in effective Swiss francs. Payments in other than the agreed currencies will be converted according to the day's rate of exchange, whereby, at all events, we reserve the right to accept or refuse the payments.
16. The dates on which payments are due cannot be extended under any circumstances. Under reservation of our right to insist on storage costs and other expenses, interest will be charged for late payments at the rate charged by our bank for credit.

17. The products remain our property until receipt of the last payment. We reserve the right to enter our reservation of property in the register
18. If nothing else has been stipulated by us, all customs charges, import taxes, transit and export taxes, registration, legalisation, stamp and other fees and costs of all kinds are to be met by the customer, even if the material was sold carriage-free.
19. All expenditure caused by increases in the existing customs charges, taxes or fees, or by the introduction of new customs charges, taxes or fees, is to be met by the customer. The same applies to supplementary expenditure for customs, taxes and fees which arises as a result of changes in the rates of exchange, as well as to so-called surcharges, compensation premiums and export taxes.

Proprietorship

20. Drawings, illustrations, descriptions and offers for products remain our property and, without written consent from us, may not be made available to third persons, nor copied, nor be used for the production of the corresponding articles; analogously the same applies to the products themselves.

Despatch

21. All our deliveries are transported at the recipient's own risk even when our prices are carriage-paid and/or include putting into operation.

Acceptance

22. The customer has to check the delivery and the performance within appropriate period and inform immediately the supplier in written form about eventual defects. If the customer omits the delivery and the performance counts as approved

Guarantee

23. We guarantee the goods delivered by us for 12 months from the date of delivery, when operated in single shifts, so that parts that become defect during this period, as a result of faulty materials or bad workmanship, will be replaced or repaired in our works at our expense.
24. The parts that are replaced free of charge become our property and must, on request, be given back to us without charge.
25. We expressly disclaim all further responsibility for direct or indirect damage and for all claims for compensation under any title whatsoever.
26. We cannot guarantee for damage arising from improper treatment, overloading, over-forcing and normal wear. Costs for repairs carried out by others, without our approval, must be met by the customer and result in the expiration of the guarantee.
27. Claims under the guarantee must be made in writing by the customer immediately after the damage has been discovered. Exempt from this condition are all materials supplied by or own suppliers, for which only the original guarantee is valid. The terms of this guarantee will be transferred to our customer.
28. If the material or the material to be worked on is supplied by the customer, we will not accept any responsibility for the quality of these materials nor for their suitability to be worked. We fulfil our testing and notification obligations towards the customer by informing him of possible defects in the materials as soon as we have begun working them and thereby discovered corresponding defects. We must reserve the right to charge the accept any claims for compensation resulting from continued testing and notification obligations.

Place of Settlement and Venue

29. In legal questions the parties are subject to Swiss legislation only. Place of settlement and venue is Olten where our head office is situated.

Validity of the General Conditions

30. Departures from these conditions of delivery and guarantee are only valid when they have been expressly agreed upon in written and legally signed by us. Customers' conditions contracting our general conditions are only valid if we have recognised them in writing.