

Conditions of Sale and Delivery

Tschudin + Heid AG, CH-4437 Waldenburg

Scope of validity

Our offers are based on these conditions which form an integral part of any contract. Amendments to these conditions require express agreement in writing between the parties. Insofar as these conditions contradict the contract partner's conditions of contract, these conditions of contract have precedence.

Binding nature of the offers

We reserve the right to make changes for technical design or sales reasons. In particular, the prices stated in the offers are without obligation and subject to change at any time. If a declaration of acceptance from a client relates to an offer to which we no longer feel bound, we shall immediately notify the client accordingly.

Contract conclusion

The contracts and sales concluded by our representatives or sales agents are subject to the proviso of confirmation in writing from an authorised signatory of Tschudin + Heid AG.

Prices

The prices stated in the offers are understood as being for the quantity categories upon which the enquiry is based, excl. VAT, freight, postage and packaging. They are based on the known costs, duties and exchange rates on the date the offer is submitted.

Variation in quantity

The right is reserved to deliver $\pm 10\%$ of the agreed quantity for technical reasons.

Payment terms

Our invoices are due for payment within 30 days of the invoice date, net without discount. If a deposit or payment in advance is agreed, the failure to comply with our payment terms releases us from the obligation to supply but not the purchaser from its obligation to accept delivery. In the event of late payment we shall be entitled to charge arrears interest and reminder costs and the client shall be liable for the accidental loss of the purchase item.

Delivery period

If the contract does not specify a delivery date but a delivery period instead, the delivery period commences no earlier than on the date of conclusion of contract, in any event not until after receipt of all the details and documents required from the client. The agreed delivery dates and delivery periods will be adhered to where possible. They are however subject to the proviso of unforeseen events (e.g. shortage of raw materials or energy, business interruptions etc.). The client will be notified of any delays as soon as these are foreseeable. Call orders must be defined as such and delivery requested in such a way that the final consignment is completed no later than 12 months after the order date.

Benefit and risk

Pass over to the purchaser on despatch, i.e. as soon as the goods leave our company. The insurance of the goods against damage and loss during transportation is the responsibility of the purchaser. If the client is in default he/she is liable for the accidental loss of the goods.

Packaging

The packaging will be invoiced separately by the supplier and not taken back. However, if it has been labelled as the property of the supplier it must be returned carriage paid to the place of despatch by the party ordering.

Responsibility for inspection and complaints

The client is required to inspect the quality and quantity of the goods within 5 working days calculated from the date of receipt and to notify us immediately in writing of any deficiencies, otherwise the goods will be deemed to have been accepted. The labels from the original packaging must be enclosed with notices of complaint.

Liability

In the event of the goods being defective these will either be replaced free of charge with new goods in perfect condition, or repaired - at our discretion. The right to conversion and reduction is excluded. Any further claims are excluded. Our advice is provided to the best of our knowledge but without any guarantee. The client has no claims against Tschudin + Heid AG with regard to losses and damage caused by the freight forwarder.

Warranty

Insofar as a warranty has been agreed it commences on receipt of the goods. If these goods have to be taken back during the warranty period they will be replaced, making allowance for the natural wear and tear resulting from use. The right to conversion or reduction is excluded. We do not accept any further liability.

Moulds and tools

These remain our property and in our ownership even where the client has contributed towards the costs in whole or in part and we are under no obligation whatsoever to hand over these moulds and tools. However, we give an undertaking to use these moulds and tools exclusively for the corresponding client as well as to treat and store these with care. Costs arising from wear and tear shall be met in any event by the client. These moulds and tools will be kept for 5 years after their final use.

Retention of title

We retain ownership of the supplied goods until receipt of payment in full. We are entitled at any time to record this information in the Retention of Title Register.

Industrial property rights

Trademarks, drawings and projects remain our property. It is not permitted to use, reproduce or forward these to third parties without our express consent.

Applicable law / place of performance / jurisdiction

Swiss law applies exclusively to this contract, to the exclusion of the Vienna Convention on the International Sale of Goods. Place of performance and exclusive jurisdiction for all disputes arising from or in connection with this contract (including with reference to the question of the realisation of the contract and its validity) is Waldenburg BL (Switzerland).