

Sales and Delivery Conditions

General

The following conditions apply to all our offers and deliveries, even if there is no order confirmation. Differing or verbal agreements are only valid if they have been confirmed by us in writing.

Delivery Deadlines

Expected delivery dates are supplied for information only and without commitment. We can postpone the delivery deadline without penalty if:

- a) the payment terms are not adhered to;
- b) in case of circumstances and events, which prevent or affect the completion of the contract;
- c) the information required to complete the contract have not been supplied in time or have been changed later.

The buyer is not authorised to withdraw from the contract claim for any damages if there is a possibility that the delivery deadline might be missed.

Delivery

All deliveries are made at the buyer's account and risk, even if the delivery is carried out franco. Partial deliveries are always permitted.

Rates

Rates are in CHF or EURO, excl. delivery, insurance, VAT and packaging from Wila.

We reserve the right to adjust rates accordingly, even for confirmed orders if salaries or material cost increase or any additional financial liabilities or strong currency fluctuations occur.

Payment Conditions

Our invoices must be paid within 30 days from the date on the invoice without any deductions, unless otherwise agreed. Consequences for arrears will be initiated immediately and without prior warning. We can demand securities or advance payment if there are any doubts about the buyer's ability to meet financial obligations, especially in case of outstanding payment. If the security or advance payment is not submitted within the specified deadline, then we are authorised to withdraw from the contract.

Settlements | Retentions | Cessions

The buyer is not allowed to invoice us for any settlements, or retain any of our property, nor can he transfer any receivables to third parties.

Returns

Our written agreement is required to return any goods that were properly ordered and delivered. For returns, we credit 80% of its value, as long as the goods are faultless and no loss of value has been incurred. The remainder is kept as reimbursement for expenses incurred by us.

Guarantees

We guaranty for our products for the duration of 6 months from the delivery date. The guarantee extends to verifiable material or production faults. Any liability beyond this, with regards to the quality of the goods delivered or its suitability for a purpose is hereby excluded.

Fault excluded from the guarantee are those due to unclear information as to the intended purpose, mechanical, thermal, chemical, biological or any other requirements, as well as improper handling by the customer. The demands a buyer is able to make are restricted to the invoiced amount of the relevant delivery.

Notifications of Defects

Notifications of defects must be submitted no later than 8 days after the goods were received. Any products that have already been used or installed, any liabilities regarding aesthetic faults are excluded.

Shortfalls: These have to be reported to the delivery driver and to us immediately after receiving the goods.

Any missing products that are reported at a later time cannot be accepted due to the increasing number of thefts that occur.

The Buyer's Rights in Case of Defects

If a guaranty is used due to faulty goods, then the buyer has the right for the products to be repaired free of charge and may specify an appropriate deadline for the repair or replacement. Only if the goods have not been repaired within the agreed deadline has the buyer the right to take exhibitory action or claim for any loss.

Reservation of proprietary rights

The goods remain the property of Formtech AG until the full purchase price has been settled. In case of any garnishment, retention or arrest, the customer must point to this reservation of property rights and has to contact us immediately. The buyer authorises us explicitly to register this reservation of proprietary right.

Applicable Law

Swiss law applies.

Place of Execution and Jurisdiction

Place of execution and jurisdiction is Wila.