



Conditions of sale and delivery

01.2007

1. Confirmation of order: Orders cannot be considered as having been accepted until this has been confirmed in writing.
2. Drawings, etc.: The Purchaser alone shall be responsible for ensuring that any drawings, sketches, models, etc. sent to us may be used without contravening the law. We are not responsible for any error on drawings.
3. Quantities: In the case of goods specially manufactured to specifications provided, we reserve the right to supply the quantity ordered plus or minus 10 %, since such variations are unavoidable for technical reasons.
4. Annual requirement: The prices quoted in our offer have been calculated on the basis of the quantity required over a period of 1 year. Should the quantity called for during the course of this period be less than the quantity given as the annual requirement, we reserve the right to increase the unit price and subsequently to invoice for the difference in price.
5. Cancellation of an order: In case of entire or partial cancellation of an order we reserve the right to invoice minimum 10 % of the agreed price of the cancelled goods.
6. Prices: Our prices are not to be considered as binding for subsequent orders. Unless expressly stated otherwise, they cover for delivery ex works without packing, payment being due within 30 days in Swiss currency, net and without discount, per post or bank remittance, free of any charges for us. Should any of the factors on which our prices are based (cost of materials, utilities, wages etc.) increase, we shall be entitled to adjust the price correspondingly.
7. Cost of tooling: When such costs arise in the case of new items, we invoice the Purchaser for a onceonly contribution, payable after delivery and approval of the first outturn samples. Tooling remains our own property under all circumstances and is not surrendered.
8. Payments: Payments are to be made to us in Studen, net and without discount, within 30 days of the invoice and delivery date, per post or bank remittance, free of any charges for us. Any collecting charges are invoiced. Should payment not be made within the period of time laid down, interest will be charged at current rates, though in no case less than 6 % per annum. If, after the order has been placed, the results of any enquiries made as to the financial position of the Purchaser are unsatisfactory, or should subsequently the financial position of the Purchaser undergo a significant change, we shall be entitled to ask for security to cover the purchasing price in whole or in part. Should this not be provided, we shall be entitled to terminate the contract, without the purchaser being relieved thereby of his obligation to accept goods already manufactured.
9. Delivery date: The delivery date quoted is such that there is every probability that we shall be able to meet it. No compensation can be paid, however, in the case of delayed deliveries. The Purchaser shall not be entitled to cancel an order even if the delivery date has not been met. We shall be released from our obligations with regard to delivery by cases of force majeure, interrupted production, withdrawal of labour and lock-outs.
10. Dispatch: Depending upon the weight of the consignment, goods will be dispatched by lorry or by post. Goods will be normally insured. All expenses incurred by us in this respect shall be borne by the recipient.
11. Packing: Packing is invoiced at cost price. Returnable cases, etc., must be returned to us free of charge at an early date.
12. Claims: Claims and returned goods will not be accepted after 14 days following receipt of goods. After the validity of any claim has been accepted by us, returned goods will be credited to the Purchaser and replaced under a fresh invoice. Faulty goods must be returned in their original condition. Any modification which may be undertaken (including nickel-plating, hardening, blueing, etc.) shall release us from our obligation to accept goods back. The Purchaser shall not be entitled to rectify defects himself at our expense without our agreement, or to have such defects rectified by third parties; nor shall he be entitled to claim either a reduction in price or damages because of any defects in the goods.
13. Place of performance: For the purposes of delivery and payment Studen shall be considered as the place of performance.
14. Jurisdiction: Any disputes arising between the parties shall be decided by the judicial authorities at Biel-Nidau. Any other terms and conditions shall be valid only if expressly accepted by us.