

1. Terms and conditions of business

With every order placed (by telephone, letter, fax, e-mail, Internet), the Purchaser shall accept all the points of our General Terms and Conditions of Business (hereinafter GTB).

A customer's general terms and conditions of business, as well as divergence from our GTB shall require our consent in writing for validity.

If a factual situation shall not be regulated by our GTB, the provisions of the Swiss Federal Code of Obligations (OR) shall apply for the purchase.

2. Price inquiries / Order

On inquiry, you will receive our lowest offer by telephone or in writing. Without any agreement in writing to the contrary, the prices stated in our offer shall be valid for 60 days. Our prices are exclusive of VAT.

Every order shall be acknowledged by Schnyder SA (hereinafter also called the Seller) in writing (by letter, fax or e-mail). The acknowledgement of an order shall be authoritative for the scope and execution of the delivery.

All the documents and specimens delivered with the offer shall remain the Seller's property. Without the Seller's consent in writing, no access to the offer documents may be granted to third parties, in particular to competitors of Schnyder SA.

3. Terms of delivery

Our deliveries shall always be made for the account and risk of our customer EXW Biel (in accordance with Incoterms, 2010 version). Freight and packaging shall be invoiced at cost price.

4. Times for delivery

These shall be kept as short as possible. Any delivery dates stated shall apply ex works Biel and shall not on any account represent a transaction on a fixed date. They shall be regarded as a guiding date (so-called approx. date). Any claims for damages on account of delayed or wrong delivery cannot be accepted.

In the case of a delay in taking delivery, the Customer shall bear all the costs connected with this.

5. Terms of payment

The payments are to be made by the Purchaser in accordance with the agreed terms of payment, without any deduction of discounts, expenses, taxes, levies, fees, customs duties and suchlike. The place of performance for the payment shall be CH-2504 Biel. The statutory interest payments on arrears shall be owed as of the due date. The Purchaser shall be liable for all expenses incurred through delayed payment.

6. Reservation of ownership

Deliveries shall be made subject to a reservation of ownership until complete payment of the goods. The Purchaser shall empower the Seller to carry out the registration of the reservation of ownership at the Purchaser's expense.

7. Warranty, liability

The liability in the case of defects of quality or deficiencies in title shall be limited to the indemnification mentioned below, at the most, however, in each case to the value of the defective performance. Apart from that, any obligation under warranty and liability shall be expressly completely ruled out.

Properties shall be regarded as not warranted in so far as they have not been expressly confirmed in writing.

We shall make replacement for goods with demonstrable material or construction faults (by remedying the defect or replacement of the defective goods, or reduction in price for the depreciation in value) for 6 months after delivery, subject to the reservation of complaint in good time in accordance with clause 8 below. However, we shall expressly reject any other or more extensive liability and claims for damages.

In addition, defects and malfunctions, for which the Seller shall not be responsible, such as, for example, normal wear and tear, force majeure, faulty storage, excessive stress, improper use or treatment, third-party coating, interventions by the Purchaser or a third party, unsuitable operating materials or extreme environmental influences shall be completely excluded from the warranty.

8. Inspection and complaint

Provided no special acceptance procedure has been agreed, the Purchaser shall have to inspect the products supplied himself and report any possible defects in writing. The check of the consignments shall have to take place immediately after receipt. Complaints are to be lodged in writing within 10 days after receipt of the delivery at the latest. Otherwise the products shall be regarded as being free of defects in all points and functions, and the delivery as having been approved. Defects appearing later are to be notified within the same period of time. The temporal and substantive scope of the liability for defects notified in good time shall, however, exist solely in accordance with the provisions of clause 7 above.

In addition, the case of damage or loss, the recipient shall be obliged to make representations to the carrier and to have the facts of the matter taken down in writing before acceptance of a consignment.

9. Return consignments

Return consignments can only be accepted after prior agreement in writing and in suitable packaging. The delivery condition shall be DDP Biel. The material shall have to be in a perfect, cleaned state. Special productions and goods which we do not keep in our range of stocks cannot be taken back.

In the case of return consignments, it is indispensable to state the invoice number and date. A deduction of at least 20 % of the selling price shall be made for expenses incurred.

10. Changes to orders and cancellations

These shall presuppose our written consent. Costs already incurred shall have to be borne by the Purchaser and shall be set off. Orders for goods to be delivered on demand cannot be changed and delivery of the goods ordered must be requested within one year or the agreed period.

11. Drawings, dimensions

Technical documents, such as illustrations, weight and dimensions details are only approximately decisive, in so far as they have not been expressly designated as binding.

12. Incorporeal, ownership and further rights / Maintenance of secrecy

All incorporeal rights, in particular copyrights shall be protected and shall be in the Seller's ownership. Every exploitation or adoption of designs, pictures, drawings, texts or numbers and the passing on of the catalogues to third parties shall be forbidden without consent in writing.

Ownership of tools shall remain with Schnyder S.A., even if the Customer has been charged a share of the costs. The assertion of further rights, in particular in this connection, shall remain reserved.

The Customer shall fully guarantee that the manufacture of objects, which have been produced in accordance with his details, does not infringe third parties' proprietary rights.

The Purchaser undertakes to use the products bought only in his own business and to maintain secrecy on their structure and specifications towards third parties, in particular companies in competition with Schnyder SA.

13. Exclusion of liability for advice – Observance of the duty of care

In so far as we shall advise the customer on application technology, this shall be done expressly with the denial of any liability. In particular, our advice shall not exempt the Customer from his responsibility of inspecting the products bought for their suitability for the intended processes and purposes. In addition, the Customer undertakes to ensure that when using our tools, the accident prevention regulations for the machines used shall be strictly observed.

14. Applicable law and legal venue

Swiss Law shall apply exclusively and the legal venue shall be Biel/Bienne, Switzerland.