

General Terms and Conditions for Sales

- 1 General provisions**
- 1.1 This contract is considered final when our written order confirmation is received. These General Terms and Conditions for Sales and Delivery are binding.
- 1.2 Any other conditions on the part of the ordering party are only valid if they have been expressly accepted by us in writing.
- 1.3 All agreements and legally relevant explanations between the parties to this contract are only valid if made in writing.
- 2 Scope of the deliveries and services**
- 2.1 The order confirmation is binding for the scope and execution of the delivery and service.
- 2.2 We reserve the right to make changes to what is on the order confirmation.
- 3 Prices**
- 3.1 Unless otherwise agreed, our prices shall be understood as net from the factory, in Swiss francs, without VAT, packing, shipping, insurance, assembly, installation and commissioning. All additional costs and all types of taxes, levies, fees, customs duties and the like, which are raised in connection with the contract or its fulfillment, must be borne by the Buyer.
- 3.2 We reserve the right to change prices at any time. Prices in effect on the delivery date shall apply.
- 4 Payment terms and conditions**
- 4.1 Payment shall be made net 30 days from the date of the invoice.
- 4.2 For late payments, we reserve the right to withhold any planned deliveries and are entitled to charge interest at the prevailing interest rate for current account credit lines.
- 4.3 For deliveries to unknown recipients or for suspected non-compliance with payment obligations, delivery shall be made with payment on delivery or prepayment.
- 5 Reservation of ownership**
- 5.1 We reserve right of ownership of the delivered goods or service until full payment has been received for it. The Buyer shall undertake to take the necessary measures to protect our property at his own expense.
- 5.2 We shall be entitled to record our reserved right of ownership into the appropriate registry with the cooperation of the Buyer.
- 6 Tools**
- 6.1 For special tools for custom manufactured items, a pre-announced proportional price shall be charged. Such tools remain our property.
- 7 Time of delivery**
- 7.1 The delivery time begins with our acceptance of the order and after the complete clarification of any technical matters. Compliance with the delivery deadline subject to the fulfillment of the contractual obligations by the Buyer.
- 7.2 The delivery date shall be extended proportionally:
- if the data and information required for the execution of the order are not delivered to us on time,
 - or if these are later changed by the Buyer;
 - if payment deadlines are not met, letters of credit are not supplied on time or opened on time, or required import licenses are not delivered to us on time;
 - If there are unforeseen obstacles that the supplier cannot prevent despite applying the required care, irrespective of whether they occur at the supplier, at the Buyer or at a third party, such as epidemics, mobilization, war, civil war, terrorist acts, riot, political unrest, revolutions, sabotage, massive operational disruptions, accidents, labor conflicts, late or incorrect delivery of the necessary raw materials, semi-finished or finished products, rejection of important workpieces, measures or defaults by authorities, by state or by supranational bodies, embargoes, unforeseeable transport hindrances, fire, explosion, natural events (= Force Majeure).
- 8 Delivery delays**
- 8.1 The Buyer is entitled to make claims for losses resulting from delayed deliveries if it can be demonstrated that we are at fault for a delay and the Buyer suffered damages as a result of this delay. If the Buyer is helped out by a replacement delivery, the right to compensation for delay is void.
- 8.2 The maximum loss that can be claimed is ¼% for an entire week, and no more than 5% of the value of the delayed portion of the delivery in total. The first two weeks of a delay shall not apply as grounds for making a claim for damages. Further rights and claims other than those mentioned above are null and void.
- 9 Shipping and transfer of risk**
- 9.1 The transport is carried out at the expense and risk of the Buyer. Complaints in connection with the transport are to be directed immediately to the last carrier.
- 9.2 Packaging and shipping costs are invoiced at cost price. A handling fee is additionally charged for express shipments.
- 9.3 Insurance against damages of any kind is the responsibility of the Buyer. Even if it is to be taken out by us, it is at the expense of the Buyer.
- 9.4 Unless otherwise agreed, the transfer of risk shall take place upon delivery FCA (INCOTERMS 2020)
- 9.5 If dispatch is delayed at the request of the Buyer, the risk shall pass to the Buyer at the originally planned time of dispatch.
- 10 Checking and accepting the delivery**
- 10.1 The Buyer must check the delivery upon receipt and notify us of any defects immediately in writing. If he fails to do so, the delivery is considered approved.
- 11 Returns**
- 11.1 Credit is issued for returned goods where the value of the goods exceeds CHF 100.00 and if we have given prior approval for the return.
- 11.2 A handling charge of 10% of the value of the goods shall be deducted from the credit.
- 11.3 The goods must be received in perfect condition and in their original packing. Unusual items, which have been produced or assembled on special order, cannot be returned even if they are listed in the catalog.
- 12 Combating bribery and corruption**
- 12.1 We comply with all applicable laws and regulations regarding bribery and anti-corruption.
The Buyer undertakes to comply with these laws and regulations as well and to do everything in his power to do so.
- 13 Export controls**
- 13.1 We comply with all applicable laws and regulations regarding export controls.
The Buyer undertakes to comply with these laws and regulations. He notes that these may change and are applicable to the contract in the currently valid wording.
- 14 Secrecy and data protection**
- 14.1 Both we and the Buyer undertake to treat all documents, information, aids and software received in connection with this contract and not generally accessible as our own trade secrets, even after termination of the contract, and not to distribute them unnecessarily within the company and not to make them accessible to third parties - with the exception of subcontractors - either in whole or in part.
- 14.2 Each contracting party reserves all rights to designs and technical documents that it has handed over to the other party.
- 14.3 As far as personal data are processed when working on delivery and documentation, the underlying data protection laws shall be observed. The appropriate measures to securing such data against unauthorized access by third parties must be taken.
- 15 Termination of contract by Rauscher & Stoecklin**
- 15.1 If unforeseen events occur which significantly change the economic significance or the content of the deliveries or have a significant effect on the fulfillment of the contract by us, or if the execution of the deliveries subsequently proves to be impossible in whole or in part, the contract shall be adjusted accordingly. If this is not economically justifiable, we shall be entitled to dissolve the contract or the affected parts of the contract. If we intend to dissolve the contract, we must inform the Buyer of this immediately after recognizing the consequences of the event, even if an extension of the delivery period was initially agreed. In the event of termination of the contract, we shall be entitled to remuneration for the deliveries made. Buyer's claims for damages because of such contract termination are excluded.
- 16 Guarantee and liability**
- 16.1 Warranted characteristics are only those which are expressly designated as such in the order confirmation or instructions for use. The assurance is valid at the latest until the expiry of the warranty period.
- 16.2 The warranty for defective products is 24 months. It begins with the dispatch of the delivery ex works or with the agreed acceptance of the deliveries and services.
- 16.3 For replaced or repaired parts of the delivery, the warranty period is 6 months from the date of their replacement or repair, if the original warranty period of the delivery expires earlier. The warranty period ends in any case no later than 30 months after the start of the original warranty period.
- 16.4 If the products are defective, the Buyer may demand a replacement delivery or correction of the defect by us during the warranty period. Replaced parts become our property.
- 16.5 The warranty shall expire prematurely if the Buyer or third parties make improper modifications or repairs or if the Buyer, in the event of a defect, does not immediately take all suitable measures to reduce the damage and gives us the opportunity to remedy the defect.
- 16.6 Excluded from warranty and liability are damages which are not demonstrably caused by bad material, faulty construction or faulty execution or which are due to other reasons beyond our control.
- 16.7 Due to defects in material, construction or design, the Buyer has no rights and claims other than those expressly mentioned under Article 16.
- 16.8 All cases of breach of contract and their legal consequences as well as all claims of the Buyer, regardless of the legal grounds on which they are made, are conclusively regulated in these conditions. In particular, all claims for damages, reduction, and cancellation of the contract or withdrawal from the contract not expressly mentioned are excluded. Any liability for consequential damages is excluded, unless mandatory liability regulations contradict this.
- 17 Jurisdiction and applicable law**
- 17.1 The contract shall be governed by Swiss law. Place of fulfillment and jurisdiction shall be the courts of Sissach, Canton Baselland, Switzerland.