



# General Terms of Delivery

📁 Allgemeine Lieferbedingungen-E.doc

## 1. General information

- 1.1. This contract is entered into by the purchaser with the receipt of our Order Confirmation.
- 1.2. The General Terms of Delivery are a component part of the final contract, insofar as they are not supplemented or replaced by special written agreements.
- 1.3. Should any provision of this contract prove to be completely or partly ineffective, it is to be replaced by an agreement that will correspond as closely as possible to the legal and commercial intent of the replaced provision.
- 1.4. Any General Terms of Business of the purchaser will not apply in any case.

## 2. Quotations and prices

- 2.1. Our prices are quoted net ex-works Steinach, without any deductions of any kind.
- 2.2. We are entitled to make any appropriate price adjustments if a period of more than 6 months lies between the conclusion of the contract and the point in time of the fulfilment of the same contract, and costs for wages, materials or electricity have changed significantly in the meantime.
- 2.3. All additional costs - for example, for packaging, transport and other insurances, certifications, fiscal charges (fees, taxes, customs duties and so on) - will be charged to the account of the purchaser.

## 3. Currency clause

All prices are quoted on the basis of the Swiss Franc. If quotations/contracts are quoted in foreign currencies, the relevant exchange rate of the day will also be quoted (corresponding foreign currency against CHF). If the effective exchange rate varies by more than 5% from the quoted rate during the course of the project or over the period of validity of the quotation, Hartchrom AG reserves the right to adapt the foreign currency price according to the change in the exchange rate. If no foreign currency exchange rate is quoted in the quotation/agreement, the prices offered will be considered to be fixed prices.

## 4. Material

- 4.1. The purchaser must deliver the material to our factory in Steinach in a condition suitable for coating, together with the necessary technical documentation, with carriage prepaid and in accordance with the time schedule.
- 4.2. Material that is not in a faultless condition (for example, with porosity, blowholes, cracks, material laminations, inclusions, etc.) will be pre-processed, where this is possible, at the cost of the purchaser. The necessary work will be quoted to the purchaser and will only be carried out once the purchaser's agreement has been obtained.

## 5. Delivery dates, deliveries

- 5.1. The fulfilment of all contractual obligations by the purchaser is a precondition for compliance with the delivery dates.
- 5.2. The delivery period confirmed by us in the Order Confirmation will be extended appropriately if, despite all care on our part, unavoidable obstacles arise for us or for third parties, such as, for example, machine defects, significant operational disturbances, labour conflicts, acts of God, or import or export restrictions.
- 5.3. All our deliveries take place at the cost and risk of the purchaser from our factory in Steinach (EXW according to Incoterms).
- 5.4. The conclusion of the transport insurance is the responsibility of the purchaser.

## 6. Payment conditions

In the absence of any other written agreements to the contrary, payments are to be made net, without any deductions, within 30 days from the date of the invoice. The Value-added Tax (VAT/MWSt) is not included in the price.

## 7. Warranty, liability for defects

- 7.1. We provide a guarantee for the correct and careful execution of the work carried out and for the flawless adhesion of the layers applied to the base material, insofar as the material specifications that are required for the adhesion conditions have been made known to us in advance.
- 7.2. We accept no responsibility for damage that is the result of defects in the delivered material.
- 7.3. The warranty period comprises 12 months, calculated from the announcement of readiness for delivery from our Steinach factory.
- 7.4. Any defects must be reported to us within 8 days of the receipt of the goods at the latest, and hidden defects are to be reported in writing as soon as they appear.
- 7.5. We offer repair work free-of-charge if the defects are promptly reported to us. Claims for compensation for loss of profits, subsequent damages as a result of defects etc., are expressly excluded. We cannot provide any guarantee for any changes of shape arising during the processing, for cracks, impairment of the dimensional or fitting accuracy of moving parts. Any corresponding claims for compensation for damages are expressly excluded.
- 7.6. All claims under the warranty will be null and void if, without our express written agreement, changes have been subsequently carried out on the objects that we have processed.

## 8. Place of fulfillment, applicable law, place of jurisdiction

- 8.1. The place of fulfillment is Steinach.
- 8.2. The legal relationship towards the purchaser is only subject to Swiss law.
- 8.3. The place of jurisdiction is Steinach.