



General Terms of Sale and Delivery

General

The following General Terms of Sale and Delivery shall exclusively apply to all material deliveries. In award of his contract, the Customer shall expressly confirm his acceptance of these General Terms of Sale and Delivery. Any deviations from these General Terms of Sale and Delivery, any verbal agreements, or any conditions set by the Ordering Party shall become legally valid only upon their confirmation in writing by SITAG AG. At any time, and without prior notice, SITAG AG reserves the right to implement modifications or improvements in its products. Obvious errors such as writing mistakes, invoicing errors, or arithmetic mistakes shall not be binding. We reserve the right to make price changes at any time without prior notice. Details of the payment process can be forwarded to the Swiss Creditreform Association.

Offers and prices

All prices are in Swiss francs (CHF), excluding VAT, ex our business domicile in Sennwald. The prices stated in our order confirmation may vary. Should increases in material prices, new or increased customs duties, transport costs, wage increases, exchange rate fluctuations, etc., occur after an offer has been made or following order confirmation, thus resulting in higher prices of the goods we offer or sell, we shall be entitled to make corresponding adjustments to the purchase price charged to the Customer. Unless otherwise agreed, all prices are net without any deductions and are not binding for subsequent orders.

The delivery and assembly prices offered are for delivery and assembly without delays. Additional expenses incurred due to circumstances attributable to the Customer will be charged additionally.

Product modifications

For all products depicted and described in our sales material, we reserve the right to make modifications or changes in technical details, in prices, and in formal execution of Orders.

Orders and conclusion of sales contracts

In awarding his Order, the Ordering Party thereby accepts these General Terms of Sale and Delivery. A verbal or written Order shall be considered as accepted once it has been confirmed by us in writing. Verbal agreements shall be valid only upon subsequent confirmation in writing. Our Confirmation of Order shall determine the extent and the manner of execution of our deliveries. After we have provided our Confirmation of Order, cancellation of or modifications to the Order are possible only in accordance with our written agreement, and only with application of any additional costs that may arise as a result thereof. The Customer must, within the agreed period, accept on-call goods that he has ordered for delivery upon issue of release order (Abruf). If the Customer does not accept such Orders within the agreed period, we reserve the right to invoice the goods and to charge warehouse fees.

Changes in Orders

Modifications to Orders with regular delivery scheduling are possible only within the first five (5) working days after Confirmation of Order. Such modification shall, however, extend the delivery period by approx. two (2) weeks. Additional costs that arise as a result of order modifications shall be invoiced as they occur. In case of shorter delivery schedules agreed in deviation therefrom, changes shall not be possible. Customized Orders cannot be changed. In the event of cancellation of an Order, the Ordering Party shall be obligated to reimburse all additional expenses and all costs arising up to the point of cancellation of the Order.

Delivery schedules

We make every effort to observe agreed delivery dates. Delays in delivery shall not entitle the Ordering Party to cancel the Order, or to request reimbursement for any damages whatsoever that may arise from such delay. The delivery date begins on and not before that date at which definitive finalization of all qualitative and technical details takes place. Shortages of raw materials, production trouble, and cases of force majeure shall release us from our agreed delivery commitments during the period of such obstructions. The Customer shall not be entitled to lodge any claims whatsoever for reimbursement of damages for late delivery, or claim any penalty for delay in fulfilment of contract, that may arise from delays in delivery. If the Ordering Party does not accept the goods at the agreed delivery date, the day of readiness for forwarding shall be considered as the day of delivery. In such cases, SITAG AG will be entitled to invoice the goods, including any additional costs that may have arisen thereby (e.g., by storage, with all risks thereby to be borne by the Ordering Party), with payment of such invoices to be due immediately.

Forwarding of goods

Goods shall be forwarded in accordance with the valid agreement as reached, whereby we reserve the right to select the mode of forwarding. Additional expenses for special types of forwarding – such as air freight, fast delivery, or express service – shall be additionally invoiced. In case of lorry (truck) delivery, the signature of the Recipient or his agent (e.g., his employee) shall be considered as confirmation for complete and satisfactory receipt of goods. Incomplete or incorrect deliveries, as well as transport damages, must be reported in writing within twenty-four (24) hours of receipt of goods. Other shortcomings must be reported in writing within a period of eight (8) working days after receipt of goods. Transport damages caused by Swiss National Railways (SBB) must be reported to the responsible freight distribution centre. Unloading shall take place onto ground level, or onto a ramp, according to the instructions and under the responsibility of the Ordering Party. The Ordering Party shall at his own cost provide the required staff for unloading goods.

**Transfer of risks and use**

The transport of our deliveries takes place at the risk and at the danger of the Receiving Party. Any damages or losses that may take place must be reported immediately after receipt of the goods to the responsible transport company, to enable submission of a Report of Damage or Loss.

Payment

Prices shall be considered net, without any discounts or deductions, and shall be payable within thirty (30) days from the date of invoice, insofar as other conditions have not been agreed. In the event of delay in payment, we reserve the right – without issuing notice of default in payment – to invoice five percent (5%) interest on arrears. The Ordering Party must observe the payment dates, even if transport, delivery or unloading, equipment assembly, equipment commissioning, or official turnover of the delivery are delayed or prevented by causes for which SITAG AG is not responsible. If the Ordering Party makes unauthorized discounts or similar deductions from the amount paid, these deducted amounts shall be subsequently invoiced to the Ordering Party.

Samples

Only in exceptional cases, only after special agreement, and only for a maximum period of three (3) weeks can we provide products as samples. If the provided goods are not returned within this period, the goods shall be considered as sold and shall be invoiced. In the event that the goods are returned, the stipulations given below for "Return of goods" shall in all cases apply.

Return of goods

With the exception of cover material defined as "samples", there is basically no right of return of goods. Returned goods shall be accepted only after prior written agreement, in all cases of which the goods must be returned with delivery free of charge to our registered home office in Sennwald, Switzerland, and with a copy of the bill of delivery. Credit notes arising from return of goods shall not be paid to the Ordering Party; instead, they shall be credited against other goods ordered. No return whatsoever is possible for customized goods, or articles especially procured.

Reservation of title to goods pending payment in full

Delivered goods remain our property until payment in full has been performed. The Ordering Party shall be obligated to contribute to those measures required for the proper protection of our property. During the period of reservation of title to goods pending payment in full, the Ordering Party shall maintain the goods delivered in good condition and shall ensure them on our behalf against theft, breakage, fire, water, and all other risks. The Ordering Party shall further take all measures to ensure that our claim to title shall be neither impaired nor annulled.

Quotations, plans, and technical documents

The information in brochures and catalogues, without the reaching of supplementary agreements, is not binding. Plans, engineering and design documents, and other quotation materials, remain the property of SITAG AG. Without our express prior consent, they may not be copied, provided to third parties, or used for purposes other than those for which they were intended. All materials and documents must be returned to us upon our request. Quotations with an expiry date shall be valid as stated; otherwise, quotations shall remain valid for a period of ninety (90) days after their issue date.

Place of performance and legal venue

Sennwald SG, Switzerland, is place of performance for both Parties. Any disputes arising herefrom shall be settled in the regular court of jurisdiction in Sennwald SG, Switzerland. We shall be entitled, however, to initiate legal proceedings against the Ordering Party at his registered place of business.

Guarantee conditions

The applicable version of the guarantee conditions can be found under the hyperlink <https://sitag.ch/en/terms-of-business/>

Applicable law

Swiss law shall exclusively apply, under exclusion of the Vienna Sales Convention (Wiener Kaufrecht: United Nations' convention regulating contracts for international sales of goods: SR 0221.211.1).

This version:

Sennwald, SG, Switzerland, 01 October 2022