

For SCHURTER group companies with their place of business in Switzerland

1. General

Unless otherwise agreed, these General Terms and Conditions of Purchase shall govern all contractually agreed orders placed with its Sellers by Schurter group companies (hereinafter called the Buyer or Party). Through the acceptance of the order the Seller took note of and accepted these General Terms and Conditions. Schurter group companies do not accept Seller's General and Conditions unless otherwise agreed in writing.

2. Quotation

2.1 The quotation, which is free of charge, must be valid for at least 60 days from the date of receipt by the Buyer.

2.2 The quotation must specifically mention whether any deduction (discount, special reduction, quantity bonus) is made or whether the prices are net. The cost of any appliances, templates, tools, etc. that need to be specially manufactured must be listed separately.

3. Order

Orders are binding only when submitted in writing. All verbal or telephone arrangements must be confirmed in writing. The same applies for all modifications, supplements, specifications, ect.

4. Prices

The prices shall be deemed firm as per the INCOTERM 2000 agreed between the Parties for the relevant order. Prices shall be deemed inclusive of transportation packaging costs and of any rental, user or exchange fees for transport equipment. Prices shall be deemed exclusive of VAT, but inclusive of all other foreign charges and levies for international deliveries.

5. Materials supplied by the Buyer

The materials that the Buyer provides free of charge to the Seller for the purpose of executing the order, remains the property of the Buyer (until installed or used) and, if necessary, must be labelled and separated as such. The Seller must inspect such materials upon arrival and immediately notify the Buyer in writing of any damage.

6. Samples, drawings, templates, tools

The samples, drawings, and means of production, such as test devices, templates and tools, made available by the Buyer remain the property thereof and may only be used for the purpose of submitting a quotation or executing the order. As a rule, these must be returned to the Buyer upon completion of the order. All means of production held by the Seller must be inventoried and appropriately stored and maintained. Upon Buyer's request a written proof of insurance has to be shown.

7. Delivery dates

7.1 The delivery dates specified by the Buyer are binding, even in the case of part deliveries. These dates are deemed to have been met if the goods are received by the Buyer by the agreed date and can subsequently be accepted. Imminent delays in deliveries have to be notified immediately.

7.2 In the event that delivery is effected earlier than arranged, the Buyer reserves the right to postpone payment of the corresponding invoice until the credit period of the agreed delivery date and to charge for storage and/or maintenance costs incurred.

7.3 If a delay in despatching the goods necessitates the use of faster transport (express delivery, courier service), the Seller will bear the additional carriage costs. Likewise, the Seller will bear the extra charges incurred for express deliveries not specifically requested by the Buyer.

8. Buyer's right of withdrawal

8.1 The Buyer may fully or partially withdraw from the order at any time. The Buyer will notify the Seller of such withdrawal in writing.

8.2 In this case the Seller is entitled to compensation for work done or expenses incurred and also an appropriate profit margin unless such withdrawal is made on the basis of defective or non-performance on the part of the Seller.

8.3 The Seller must fully substantiate and furnish documentary evidence of the cost incurred as a result of withdrawal. The payment due must not exceed the amount that the Seller would have received for fulfilment of the complete order.

8.4 The Seller is not entitled to lost earnings for the part of the order that has been cancelled.

8.5 The Buyer's obligation to pay in accordance with Section 8.2 only exists insofar as the unfinished work transferred by the Seller is free of third-party rights or claims.

8.6 If the goods delivered do not comply with the order, or if the delivery dates are not met, the Buyer may fully or partially withdraw from the order after granting additional time. Instead of withdrawing, the Buyer may also demand a replacement delivery or rework from the Seller. The costs of transporting return shipments or replacement deliveries will be borne by the Seller. The Buyer reserves the right to claim for damages.

9. Shipping instructions

9.1 The shipping instructions are given by the Buyer. Each consignment must be accompanied by a dispatch note indicating the relevant order number. If the goods are not shipped directly to the Buyer, a separate copy of the dispatch note must be sent to the Buyer. Furthermore, the Seller must issue all the necessary shipping documents.

9.2 Unless freight prepaid has been agreed, the freight charges for part-load consignments within Switzerland are exclusively debited to the Buyer's account, as authorized.

9.3 Shipments sent via courier services at the Buyer's expense are only permitted by prior written arrangement.

9.4 Transport insurance at the Buyer's expense may only be taken out by prior written arrangement.

10. Safety and environmental protection

10.1 The Seller must ensure that its product complies with all safety and environmental protection regulations in force at the time of the sale, including the EU-regulation 2002/95/EC "Restriction of the use of hazardous substances in electrical and electronic equipment". The ordering party may request to see documentary evidence of compliance free of charge at any time.

10.2 The Seller of chemical substances, preparations containing chemical substances and products containing chemical substances in accordance with the EU's REACH Regulation (1907/2006) are obliged to inform the ordering party about the registration status or intended registration of the substances and to supply existing registration numbers in compliance with the REACH Regulation within the agreed deadline or not later than the date of delivery. The Seller must also provide all information about chemical substances it supplies by themselves, in preparations or in products if such information is needed for REACH-compliant business transactions.

10.3 Furthermore, the Seller must automatically provide the ordering party with up-to-date material safety data sheets for all the hazardous substances it delivers. These data sheets must include the UN number for labelling purposes.

10.4 The applicable packing and transport regulations must be observed. The Seller is liable for any breach of applicable regulations and has to indemnify the ordering party against any third-party claims, including the claims of government agencies.

10.5 The provisions of this paragraph apply mutatis mutandis to work carried out by Seller or third parties subcontracted by it (e.g. on-site installation).

11. Testing and acceptance

11.1 The Seller must test all goods delivered to the Buyer and ensure they comply with the order. The Buyer's inspection of the goods may be on the basis of accompanying certificates or an acceptance control. ISO-900x-certified Sellers automatically enclose with each consignment the corresponding certificates and reports or those specifically requested by the Buyer. The cost of such documents is included in the price agreed. The consignment is considered to be accepted when the materials delivered and tested are found to be in order.

11.2 The submission of a test report with notice of defects is recognized as a complaint.

11.3 Upon presentation of due identification, the authorized representatives of the Buyer will have free access to all rooms in which the goods ordered are manufactured, tested or stored for the purpose of carrying out inspections or audits. All information and documentation requested by these staff concerning the goods ordered will be made available to them.

11.4 The same applies for representatives and quality inspectors of our customers of official quality inspectors commissioned by our customers.

12. Damages

The Seller is liable for all damages arising as a consequence of defective or non-performance of the order, even if the Buyer withdraws from the order. This applies also for damages as a result of following-up damages which are in the supplier's responsibility. Product recall- as well as assembly and disassembly costs have to be paid by the supplier if he is responsible for the defective performance.

13. Product liability

The Seller expressly indemnifies the Buyer in full against third-party claims for damages and will compensate the Buyer for all such claims asserted against the Buyer on the basis of product liability with respect to its goods.

14. Invoicing

The invoice, which should include the order number and references, will be sent to the Buyer's address.

15. Payment

15.1 Payment will generally be made upon invoice within the agreed term of payment after acceptance of the goods delivered.

15.2 In the case of late deliveries, the Buyer reserves the right to extend the term of payment in accordance with the delay.

16. Assignment and pledging of claims

Claims raised against the Seller on the basis of the order may not be assigned or pledged without the prior written consent of the Buyer.

17. Secrecy

17.1 The contracting parties will treat as confidential all information that is neither common knowledge nor available in the public domain. The obligation to maintain secrecy begins before the order is concluded and remains in place after termination of the contractual relationship, subject to legal disclosure obligations.

17.2 The Seller requires the written consent of the Buyer to publicize this contractual relationship or use it for publicity purposes.

18. Warranty

18.1 As a specialist, the Seller warrants that the material displays the warranted properties and is free of any physical or legal defects that restrict its intended function.

18.2 The term of the physical warranty is generally 24 months from the date of acceptance of the materials. Any defects found must be reported by the Buyer in writing within 30 days. Even after expiry of the physical warranty, the Seller is liable for defects that occur within the warranty and have been reported.

19. Governing law and place of jurisdiction

Swiss substantive law shall apply. Place of jurisdiction is CH-Lucerne.