

General Terms and Sales Conditions

1 General

- 1.1 These general sales terms apply to all orders and contracts, provided nothing else has been explicitly agreed upon in writing. With the acceptance of the order confirmation, the customer acknowledges all these terms and conditions.

2 Offers

- 2.1 Price and delivery information is regarded as non-binding and can be modified if necessary.
- 2.2 With the order confirmation through SABATEC AG the offer becomes binding. Amendments must be confirmed in writing.

3 Prices

- 3.1 Prices are understood in Swiss Francs (CHF) or Euro and are quoted ex-works **without** packaging, VAT, legalisation documents, certificate of origin and customs clearance costs (Incoterms 2010)
- 3.2 Prices do not apply to quantities below the agreed amounts or to follow-up orders.

4 Delivery

- 4.1 Indications to the delivery time can be subject to alteration. SABATEC AG will inform the Buyer immediately in case of a delay. SABATEC AG is entitled to delay the delivery time in the event beyond its control.
- 4.2 The delivery time starts after all the technical and commercial details have been determined or a possible contract, down payment or pre-payment has been agreed to, between the Buyer and SABATEC AG.
- 4.3 If there is a delay in delivery, the Buyer has no right to terminate the contract.
- 4.4 If the Buyer withdraws from the contract, costs that have arisen up to that time including fees, will be invoiced.

5 Shipment

- 5.1 The method of shipment will be as per agreement with the Buyer. Shipments organised through SABATEC AG will be invoiced. Packaging will be chosen by SABATEC AG to best protect the goods and will also be invoiced.
- 5.2 Overseas shipments are insured through the SABATEC AG Transport-Insurance. Additional insurance is the Buyer's concern.

6 Payment terms

- 6.1 Payments must be made as per the agreed payment terms on the invoice. Payment must be effected as per the payment terms on the invoice.
- 6.2 Payment must be made in the currency given on the invoice. Unauthorised deductions will be re-invoiced with an additional fee.

7 Retention of title

- 7.1 SABATEC AG will stay owner of the sent parts until all claims have been settled in full.

8 Check and acceptance

- 8.1 The Buyer must check the goods on arrival. Deficiencies must be reported to SABATEC AG in writing. If no complaint is registered within 3 months, goods are then seen as accepted. Through this the Buyer has accepted the shipment and all claims are declined.

9 Intellectual properties

- 9.1 The Buyer commits not to pass on any drawings or samples to a 3rd party which SABATEC AG has given the Buyer/Customer.

10 Place of jurisdiction

- 10.1 The exclusive place of jurisdiction is Schafisheim, Switzerland.
- 10.2 The Swiss Law applies.