

1. **General**
 - 1.1 The general sales and delivery terms stated here are valid for all offers and deliveries as well as services between H. Lüdi + Co. Ltd („supplier“) and the client („buyer“).
 - 1.2 The general sales and delivery terms stated here are also valid when they have not in a specific case been delivered with the related goods, but the terms have nevertheless been brought to the attention of the buyer in another manner.
 - 1.3 Deviations from the general sales and delivery terms or special arrangements between the supplier and the buyer are only valid when they have been confirmed in writing by the supplier.
2. **Conclusion of contract**
 - 2.1 The contract is concluded when the supplier confirms in writing that he will carry out the order (order confirmation) resp. with the issue of the invoice.
 - 2.2 Differences in the order from those stated in the order confirmation resp. the invoice will be considered part of the contract, as long as the buyer does not contradict said differences in writing within 5 working days from receipt of the contract confirmation. Rights are reserved in relation to simple invoicing errors.
3. **Trade mark rights**
 - 3.1 The entire intellectual property, including know-how, used in relation to the manufacture and delivery of the product, remains the sole property of the supplier. The buyer has no rights of intellectual property or know-how with exception of rights issued according to compulsory legal requirements.
 - 3.2 Drawings, technical descriptions, set up, delivery and maintenance diagrams, dispatch plans and other documentation are the property of the supplier. They are not allowed to be copied, distributed or supplied to third parties or brought attention to in any form without the express written agreement of the supplier.
4. **Delivery**
 - 4.1 The scope of the delivery responsibilities is without exception related to those stated in writing in the order confirmation. Supplementary agreements and changes require the written confirmation of the supplier.
 - 4.2 Should on call deliveries be agreed upon then the product must be retrieved at the latest three months following the arranged disposition. The supplier has the right after this deadline to demand full payment and to provide an invoice for any additional storage and possible damage to the product.
 - 4.3 The terms of delivery and deadlines are estimates and are not legally binding except when the delivery agreement includes a binding delivery date.
 - 4.4 Delivery deadlines begin with the date of the contract confirmation from the supplier, nevertheless not before clearing up of all individual issues relating to the contract and the provision if need be of any permissions, certificates, releases as well as an agreed pre-entry payment. The delivery deadline is adhered to at the point in time of readiness ex-factory or following notice of readiness to ship, partial delivery is permitted.
 - 4.5 Should it not possible to ship products for reasons lying outside the suppliers' sphere of influence, then the products will be stored at the buyers cost and risk.
 - 4.6 Any liability of the supplier for late delivery of the product is excluded within the legally permitted scope.
 - 4.7 The delivery deadline will be extended in a related manner when
 - a) the supplier does not receive the necessary details to fulfill the contract within a reasonable period of time, or when the buyer subsequently changes the details of the contract and as a result causes the delay of the delivery.
 - b) obstacles occur that the supplier, in spite of due care taken cannot anticipate, irrespective of whether these originate by the supplier or a third party (i.e. subcontractor);
 - c) the payment terms are not adhered to.
- 4.8 Should the delivery be late, the buyer has no right of compensation or other services' he is also not permitted to withdraw from the contract.
5. **Shipping and passing of risk**
 - 5.1 The shipping and transport to the agreed location will be at the risk and invoiced on the buyer account. Complaints relating to shipping or transport must be carried out immediately by the buyer to the last transport company involved on receipt of delivery. Insurance against damages of any type are carried by the buyer.
 - 5.2 Benefit and risk are transferred to the buyer at the latest point following delivery ex-factory. Should the delivery be delayed for reasons beyond the control of the supplier, then the risk must already be carried by the buyer at the preparation of the goods, at the latest however on sending of notification that the goods are ready to be shipped to the buyer. In this case the goods will be stored at the cost and risk of the buyer.
6. **Checking and acceptance of the delivery**
 - 6.1 The buyer must check the delivery within ten days of receipt and report any possible defects in writing within this period. After the deadline has passed the goods are to be considered as accepted.
 - 6.2 The supplier must according to point 6.1 either fix, or should he prefer, replace the goods which he has been informed of and is responsible for.
 - 6.3 The buyer has no right of claim for defects of any type on deliveries, other than those terms listed and expressly specified in items 6 and 7.
7. **Warranty and liability for defects**
 - 7.1 The warranty period (guarantee period) amounts to 12 months. It begins with the release of the goods from the factory resp. from readiness to ship.
 - 7.2 The buyer only has entitlement to replacement resp. reparation of the faulty goods. Annulment and mitigation are excluded.
 - 7.3 The warranty will dissolve prematurely, when the buyer or a third party carries out unprofessional changes or repairs to the goods, when partially exchanged or foreign materials are added, or when the buyer notices that a fault has occurred but does not provide the supplier with sufficient opportunity to correct the fault.
 - 7.4 Liability for defects is not valid following unsuitable handling procedures or maintenance, non-adherence to the terms of operation, unsuitable operating facilities, unprofessional assembly,(so long as not carried out by the supplier), during normal wear and tear and for other grounds which are not within the suppliers sphere of influence.
 - 7.5 The buyer will be forwarded a construction manual with the delivery. Should in an exceptional case these manuals be missing, then they must be ordered in advance of operation. Any warranty demands can only have validity upon adherence to the assembly and operational instructions.

- 7.6 A performance guarantee for engineering contracts (construction and system design) refers to the fulfillment of the technical functionality of a facility in relation to the revised and mutually signed and confirmed manual of responsibility. Should the functionality agreed upon not be achieved, then the supplier is liable to correct the cause of the fault. The cost of the reorganization must be carried by the buyer as long as the product is located outside Switzerland. When the origin of the problem is a fault within the product, then the warranty regulations according to paragraph 7.1 to 7.5 come into effect. Should the buyer be the source of the error then he must carry the reorganization costs and those incurred in investigating the source of the fault. In the case of compensation for reorganization and working hours incurred then the current supplier pricing will be used. The warranty period (guarantee period) begins on the day of operational start, in the case that this is initiated by the supplier, otherwise according to paragraph 7.1.
- 7.7 Rights of warranty are only available to the actual buyer and are not transferable.
- 8. Liability limitations**
- 8.1 Liability of the supplier for indirect damages or consequential loss (including claim for such damages from clients of the buyer) for example, loss of profit, turnover, production or reputation, damages due to late delivery, return costs, fines or other asset damage are excluded within the legally permitted framework. Claims from the buyer for replacement due to consequential damage caused by defect are also excluded so far as they have their origin in subsequent rectification efforts.
- 8.2 Claims for damage replacement deriving from positive injury of contract, from fault at the contract signing and from forbidden activities are excluded, so long as their origin does not lie in willful or grossly negligent behavior. In the case of assisting persons this exclusion of liability is also valid in the case of willful or negligent behavior.
- 8.3 The liability of the supplier is excluded in the case of acts of God, for instance in situations of war, revolt, fire, flooding, work conflicts, decisions by legal authorities, coincidence, behavior of the buyer or his clients, transportation difficulties, delivery problems relating to raw materials or other causes which cannot be avoided and occur in spite of the usual taking of due care by the supplier, independently of whether the act of God has occurred at the location of the supplier, the buyer or a third party.
- 8.4 Should the supplier be claimed against and made liable for damages by a third party in a case of product liability whose origin is not relating to damage which the supplier is responsible for, then the buyer is liable to provide compensation for any resulting costs incurred by the supplier.
- 9. Prices and payment conditions**
- 9.1 All prices when not otherwise stated are to be understood as net, ex-factory, not including packaging and set-up at shipping destination, without deductions of any kind.
- 9.2 Various incidental costs i.e. for packaging, freight, shipping, export, transit, import and other permits as well as certification (certificates, references, confirmation etc.) are on the account of the buyer.
- 9.3 Should the price structure change between the contract signing and the delivery as result of unforeseeable events (particularly currency variations, increases in customs prices, supplier prices) then the supplier is permitted to alter the prices in a related manner.
- 9.4 The pricing for re-orders is not binding. The supplier reserves the right to carry out changes of price in printed catalogues.
- 9.5 The cost estimate at the point in time when the expenditure occurs will be valid and the one used for costs relating to engineering, set-up, start of operations and maintenance.
- 9.6 Payments to an amount value of CHF 25'000.00 must be paid within 30 days of the date of invoice at the domicile of the supplier, net, without deductions for discounts, expenses, tax, contributions, charges, customs and similar. Payments to an amount value of over CHF 25'000.00 will be carried out in the following manner:
- 1/3 on receipt of the buyers order;
1/3 on readiness to ship;
1/3 within 30 days of receipt of invoice
- Other payment conditions are only valid when they have been confirmed in writing.
- 9.7 Should the rights of the supplier be endangered as the supplier has become incapable of the carrying out of payment or does not comply with the payment conditions stated in the contract, then the supplier is permitted to delay the delivery and the fulfillment of the contract until such times as the conditions of the contract have been met. The supplier is permitted to withdraw from the contract when its conditions have not received guaranteed fulfillment within a reasonable period of time.
- 9.8 Offsetting of charges by the buyer is excluded.
- 10. Reservation of proprietary rights**
- 10.1 All goods purchased remain the property of the supplier until contract fulfillment and adherence to all payment terms and responsibilities.
- 10.2 The supplier is authorized to register the reservation of proprietary rights with the Swiss proprietary rights register or the related authority register in other countries resp. the buyer is responsible to participate in carrying out the required steps for such a registration.
- 11. Returns**
- Returns which are not related to wrong shipments require the advanced agreement of the supplier. Any resulting costs for control, cleaning and re-storage of the goods are for the buyers account.
- 12. Place of execution**
- The place of execution for all mutual responsibilities is the domicile of the supplier.
- 13. Partial nullity, severability clause**
- Should a clause within these conditions of business, or a clause within the framework of other agreements be, or become ineffectual, then this shall have no effect on the efficacy of the other stated conditions or agreements.
- 14. Applicable law, court of jurisdiction**
- 14.1 Swiss law to the exclusion of the Vienna purchasing law is valid exclusively in relation to these sales and delivery terms as well as for our entire legal relationship with the buyer.
- 14.2 The court of jurisdiction for all negotiations or disputes arising between the contract parties is without exception Dielsdorf, Switzerland.