

General terms and conditions of sales and delivery of Amacker + Schmid AG No. 1792

January 2019

1. General

The following listed "General terms and conditions of sales and delivery" are applicable to all our services and deliveries unless otherwise agreed in writing. Any conditions stipulated by the customer/buyer which are in contradiction of our general conditions of sales and delivery, shall be valid only if expressly acknowledged by us in writing.

2. Quotations

Quotations given by us are valid for 60 days, unless another term of validity is given in the offer. All offers or quotations are non-binding and will become effective only upon written order confirmation by us.

3. Prices

All prices are in the indicated currency and quoted strictly net on an ex works basis. Packing, transport and insurances are **not** included. The machines are typically packed on a wooden ground. The price of the wooden ground is already included in the offer. A crate will be used for packing when necessary or desired by the customer (for an extra charge of 3 %). A wooden box will be used for packing when necessary or desired by the customer (for an extra charge of 5 %). Depending on the country of destination and shipping method, Amacker + Schmid AG reserve the right to change the packaging so that the goods arrive at their destination free of damage. Amacker + Schmid AG will refer to recommendations from the freight forwarder or the packaging company and will inform the customer as early as possible.

4. Delivery times and shipment

Whilst we will do our best to adhere to any promise of delivery time, delivery shall not be deemed to be of the essence of the contract nor shall the delay be a ground for a claim in respect of damages or/and cancellation. Part shipments are allowed. The date given by us always represents the date of the acceptance test by the customer in our factory.

5. Conditions of payment

The following conditions of payment are valid, unless other conditions are given by us in writing:

- Machines
30 % of the invoiced amount by order and the remaining 70 % as soon as the machine is ready for shipment.
- Spare and wear parts or other parts/services
30 days from date of invoice, strictly net and without any discount

Our prices include only the machine version and scope of delivery which corresponds to our standard version or which is explicitly stated in the order confirmation.

6. Overdue accounts

If the customer delays in payment, a statement of account without any fees will be sent out as a first action. From the first reminder a fee of CHF 20.- will be raised. Amacker + Schmid AG reserve the right to stop any deliveries until the payment is made.

7. Acceptance and inspection of the goods

The acceptance of the machine occurs before delivery at Amacker + Schmid AG in Frauenfeld and will be performed by the customer with its qualified staff, in presence of Amacker + Schmid AG. The acceptance of the machine must be performed with material provided by the customer (sufficient quantity). Any other acceptance of the machine is not recommended and no claims may be asserted against Amacker + Schmid AG.

The customer has to verify the condition, quality and quantity of the goods immediately upon receipt. Possible defects or incorrect deliveries must be reported immediately or no later than 7 working days in writing and with pictures of the machine and/or packing. Otherwise the delivery will be considered as approved and any warranty will be cancelled.

8. Return material

Materials can only be returned after prior consultation and with our written agreement. Defective or incorrect deliveries assume prior information by the customer and can only be accepted if still in undamaged and new condition. The costs for the return shipment, unless the fault lies with Amacker + Schmid AG, shall be borne by the purchaser/customer. Material received without any prior authorization will be returned at the customer's expense.

9. Warranty

Within one year from shipment of the machine, we repair or replace all parts which has become unusable due to faulty workmanship or material free of charge (wear parts are not included). On request, the parts shall be returned to us free of charge. Transport, mounting or dismounting as well as costs for technicians/engineers etc. are not covered by warranty and will be invoiced. Any other costs, claims, liabilities etc. will not be accepted.

The guarantee expires prematurely if the customer or a third party undertakes inappropriate modifications or repairs (without our written agreement) or no original parts are used.

10. Technical documentation

Together with the goods a mounting and instruction manual in German or English will be delivered. Any other languages must be translated through the customer before operating the machine (no assumption of costs through Amacker + Schmid AG). Possible reorders of mounting / instruction manuals or drawings can be invoiced. Specifications, dimensions, figures, weights or other technical specifications are non-binding. We reserve the right to modify any specifications without notice.

11. Ownership of goods

Ownership of the goods sold shall, notwithstanding delivery, or attachment of these to other property, remain with us until we have received full payment for them. Design, procedure etc. remain always our intellectual property. Reproduction or copies by the customer and/or third parties is prohibited and may be legally tracked. Drawings or other documents relating to the project shall be returned on demand. All data delivered during offer or project phase must be treated strictly confidential.

12. Applicable law / exclusive jurisdiction

These "General terms and conditions of sales and delivery" and all contracts concluded between the parties shall be governed by Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980.

The ordinary courts of law in Frauenfeld (Switzerland) shall have exclusive jurisdiction regarding any disputes out of or in connection with these "General terms and conditions of sales and delivery".

13. Changes

We reserve the right to change the "General terms and conditions of sales and delivery" anytime and without any notice. The current version can be found on www.amackerschmidag.com.

Amacker + Schmid AG

Oberwiesenstrasse 92
8500 Frauenfeld
Switzerland

Tel. +41 52 720 70 30

Fax +41 52 720 70 71

E-Mail: info@amackerschmidag.com

Web: www.amackerschmidag.com