

Imoberdorf AG General Terms & Conditions of Delivery

The following General Terms & Conditions of Delivery apply unless otherwise stipulated in writing. Different terms & conditions of the Customer are only valid if they have been expressly accepted by Imoberdorf AG in writing.

1. Delivery lead time

- 1.1. The delivery lead time commences from the issue date of the order confirmation and once the finalised requirements specification can be submitted.
- 1.2. The delivery lead time can be extended in a commensurate manner
 - if Imoberdorf AG does not receive the details in time from the Customer or if the Customer stipulates retrospective changes or additions and therefore causes a delay in the delivery of goods or services;
 - if obstacles occur over which Imoberdorf AG has no influence such as government measures or oversights, delayed receipt of payments, civil unrest, war, strike action, accidents and other operational impediments, epidemics, natural events or terrorist activities. In such cases, the parties to the contract shall adapt the contract by mutual consent.
 - Stipulated delivery lead times relate only to the build of the machine. Any supplementary processes and work are offered in addition and can give rise to changes to the delivery lead time and the price.

2. Payment terms

- 2.1. For machines, in accordance with the quotation.
- 2.2. For spare parts and repairs:
Order value up to CHF 20,000: 100% after completed delivery
Order value greater than CHF 20,000: 50% at time of order; 50% after completion of delivery
- 2.3. For service-related services
Order value up to CHF 20,000: 100% after end of service-related service
Order value in excess of CHF 20,000: Weekly invoicing of effective costs
- 2.4. Generally applicable payment term: 30 days net, without deduction
- 2.5. Bank guarantees are only valid up until delivery of the goods and must be sent back by registered letter on demand.
The costs for issuing bank guarantees shall be invoiced separately.

3. Retention of title

Until payment has been made in full, the goods, machines and spare parts remain the property of Imoberdorf AG.

4. Minimum order value of goods

The minimum order value of goods is CHF 200.-.

5. Incoterms 2010

FCA Oensingen applies for deliveries, without packaging and preservation unless agreed otherwise.

6. Form of order

Orders are generally only accepted in written form. Specifically the incurring of additional costs for service interventions or express deliveries must be confirmed in advance by the Customer in writing.

7. Currency

- 7.1. Prices in foreign currencies are based on the existing daily exchange rate. If the exchange rate on the date of invoice varies by more than 2%, the price will be adjusted accordingly.

8. Validity of quotation, delivery deadlines

- 8.1. Quotations are valid in technical and price terms for 3 months from date of issue.
- 8.2. In the case of delivery dates for spare parts and services, the deadlines are advisory in nature. With regard to spare parts, the right to prior sale is reserved. Delivery deadlines for machines are defined in contractually binding terms in the concluding negotiation.

9. Guarantee

- 9.1. Unless otherwise stipulated elsewhere, the guarantee term for machines is 2000 operating hours, and a maximum of 12 months for the start of test operations on the Customer's premises. An extension to the guarantee period is only possible if our optional 'Extended guarantee' has been ordered. The guarantee for spare parts or sub-assemblies is 3 months, and starts on the date that goods leave the factory.
- 9.2. The guarantee expires prematurely if the Customer or a third party makes modifications or repairs without prior notification and approval, or if the Customer fails to take all appropriate measures immediately when a fault arises to limit the scale of damage, and gives Imoberdorf AG the opportunity to remedy the defect.
- 9.3. Imoberdorf AG undertakes, at its own choice, either to rework or to replace all parts that are found verifiably to have defective material, defective design or defective craftsmanship that renders them defective or unusable. Replaced defective parts become the property of Imoberdorf AG and must be returned by the Customer at their own expense.
- 9.4. The guarantee is restricted to materials and hours of labour. The guarantee does not cover wearing parts such as belts, gaiters, shock absorbers, hydraulic pressure accumulators and comparable parts, as well as components with limited service lives such as HF spindles. It also does not cover the costs for travel, accommodation and catering as well as transport costs, packaging and insurance. Spare parts and wearing parts are defined in the operating instructions for the system.
- 9.5. For replaced parts, and for parts repaired under guarantee, and for the repair work carried out, the guarantee period recommences and lasts for a further 3 months from delivery, replacement or completion of repair work.

10. Limitation of liability

More extensive liability than defined in 9., in particular production downtime or resultant outsourcing of production and all other material damages are expressly excluded here.

11. Execution

Imoberdorf machines are manufactured in accordance with EC directives. Adaptations and/or additional features extending beyond the scope of EC directives are billable items.

12. Technical modifications

The company reserves the right to make technical modifications resulting from further developments and adaptations to the current state of technology that do not detract from contractually agreed services.

13. Technical availability

To assure the contractually agreed level of availability, the Customer must keep the package of spare parts in stock that is proposed by Imoberdorf AG.

14. Acceptance of test operation

Prerequisite for test operation and qualitatively functional parts. Test operation can only be performed by personnel from Imoberdorf AG or specifically trained personnel of the Customer and not until a Safety Officer has logged, completed and signed off a prior safety commissioning check. During test operation, the system must not be operated by the regular production personnel.

15. Component production (acceptance or series operation)

The prerequisites for initiating series operation include completion of a prior safety commissioning test and signing off of the applicable acceptance test reports by the Project Manager and the Safety Officer.

16. Sample material and measuring equipment

A sufficient volume of test material and the measurement equipment needed to test the part being acceptance-tested must be supplied in good time by the Customer. The costs for delivery including customs duties and insurance are at the expense of the Customer.

17. Export Control

The products delivered by Imoberdorf AG are subject to Swiss export controls (Goods Control Act GCA SR 946.202, Goods Control Ordinance GCO SR 946.202.1). Without the express consent of Imoberdorf AG, the product may only be used for the purposes described in our documents, used in the country of destination corresponding to the place of delivery and not made available to third parties for use or sold to third parties.

18. Court of jurisdiction and applicable law

18.1. The court of jurisdiction is at the head office location of Imoberdorf AG. Imoberdorf also reserves the right to initiate legal proceedings at the head office location of the Customer.

18.2. All legal relationships entered into with Imoberdorf AG are governed by Swiss Law.

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