

General conditions of sale

General

The terms and conditions of Zürcher-Technik, hereinafter known as 'ZT', apply exclusively for all business relationships. Deviations from these terms and conditions always require express written confirmation from us, and do not apply for other previous or subsequent cases.

All quotes are subject to change, and are non-binding. Agreements on prices, dates etc. are only binding once a written order confirmation has been issued by us. Services not stated in the order confirmation are charged separately.

Technical documents

Changes up to the time of delivery, particularly changes serving product development, are excepted. Brochures, catalogues, diagrams etc. remain ZT's property, and must not be made accessible to third parties.

Pricing

In the event of significant changes to the manufacturing costs, we reserve the right to adjust the prices, even for confirmed orders. Unless otherwise expressly stated in writing, the listed prices are understood as being net in sFr, excl. VAT, ex-works in Sissach, unpackaged.

Payment conditions

The agreed payments are made 30 days net without cash discount. Cash discounts are charged later. If the payment deadline is exceeded, the conventional bank interest must be paid later.

Delivery deadlines

The delivery deadlines are upheld as far as possible. Any responsibility for non-compliance with the delivery deadlines as a result of unforeseeable circumstances is rejected. *In no case can the purchaser derive a compensation claim or cancel the order as a result of non-compliance with the delivery deadline.* Part-deliveries are permitted at our discretion.

Transportation & insurance

If transportation to the customer's domicile (only in CH) is arranged by ZT, the conditions are considered as being insured CIP according to Incoterms, excl. way, strikes etc. In the event of collection by the customer, the responsibility for transportation and insurance is automatically transferred to the purchaser ex-works in Sissach, in accordance with the EXW Incoterm.

Complaints

Complaints regarding transport damage or lost deliveries must be **immediately** lodged by the purchaser with the company responsible for the transportation. Complaints about quantities or the quality of the delivered item must be reported to us within 8 days of receiving the delivery.

Cancellation

Placed orders can only be cancelled with ZT's consent. If it withdraws from the contract, the purchaser commits to bearing the actual costs incurred or a flat processing fee.

Warranty

Our products have a **warranty of no more than 12 months**. However, this does not release the purchaser from its duty to accept items and report defects

according to Art. 370 OR (Swiss Code of Obligations). At the written request of the purchaser, ZT commits to either repairing or replacing, at its discretion, all parts proven to have been damaged or made defective as a result of poor materials, defective construction or faulty design during the warranty period as quickly as possible. *Transformation and reduction are not permitted.*

Replaced parts become ZT's property. The warranty period for the main delivery is not extended by individual warranty work or deliveries.

ZT only bears the costs incurred through repairs or replacement of damaged parts at its own workshop. If the damaged parts cannot be repaired or replaced at ZT's workshop for reasons not caused by ZT, all resulting additional costs are borne by the purchaser.

The purchaser must provide any assistants and implements without reimbursement. For items not installed by us, the assembly and dismantling costs are borne by the purchaser.

Warranty exclusion

Expendable and wear parts such as seals etc., as well as damages resulting from natural abrasion, defective maintenance, disregard for operational regulations etc. are excluded from the warranty.

The warranty expires if the purchaser or third parties change or repair the delivery without ZT's written consent, or if the purchaser does not immediately take measures to ensure the damage does not become greater/does not give ZT the opportunity to remove the defect.

ZT is entitled to refuse removal of defects insofar as the purchaser has not complied with its obligations completely or at all.

Liability

Any further claim by the purchaser or third party for defective delivery, particularly for compensation of financial losses, as well as dissolution of the contract, is excluded. Liability extending beyond the warranty services is excluded in the event of delivery as per the contract.

Place of jurisdiction and applicable law

The legal relationship is subject to Swiss law. The place of jurisdiction and fulfilment is Sissach.