

Scope

These conditions of purchase apply to the purchase of goods or services by kawe, in accordance with the order submitted by kawe to the supplier.

Order

Our orders are valid even if they are not confirmed in writing by the supplier. Objections must be communicated to us in writing within 8 days after receipt of the order, otherwise our stated conditions regarding price, quality and delivery date are legally binding. Agreed prices are valid until completion of the whole order. Reservations due to price increases are only valid with our express written consent.

These general conditions of purchase become binding with this order. Changes and additions require the written consent of kawe ag.

Date of Delivery

If the delivery dates specified by us during the order are not immediately objected to, these shall be deemed binding. The pre-written delivery dates are for goods arriving in our factory. If required in the order, the operating instructions and the spare parts list are part of the delivery.

In the case of partial deliveries or advance deliveries, the remaining balance and the binding new delivery date must be explicitly stated on the delivery note and invoice. In case of overrun, we reserve the right to insist on the fulfillment or to cancel the order without setting a deadline. Para. 7 of the General Terms of Delivery for Machines and Spare Parts of the VSM shall not apply. Claims for damages due to delay remain reserved in any case.

Shipping

If necessary, our shipping and insurance instructions must be observed for transport.

Freight differences between Cargo Domizil / Cargo Rapid, Express or Airfreight arising as a result of late delivery shall be borne by the Supplier. Replacement deliveries must be delivered free of charge to kawe by the supplier.

The supplier has to pay for damage on the transport due to insufficient packaging. All parts must be adequately protected against mechanical damage and corrosion.

Each shipment must be accompanied by a delivery note with all information (in particular order number, subscription or identification number).

Partial and residual consignments are to be designated as such on the shipping documents and invoices.

Confidentiality

The contractor undertakes to keep all information and documents received secret unless they are generally publicly known. He must take all necessary measures for secrecy. He is liable for any misuse.

Retention of title

Drawings, calculations, models, dies, samples and other documents that we make available to the Supplier remain our property. Without our consent, these third parties may not be brought to their knowledge or used for the manufacture of goods for third parties. This also applies to parts to which we have paid a share in costs for dies, fixtures, tools and gauges. Unless otherwise agreed, any documents must be returned to us unsolicited after completion of the order. Joints, tools, gauges, fixtures, models, etc., paid by us, must be stored conveniently and free of charge and must be insured against all damage (including theft).

Warranty

For defects in the material or in the execution of the guarantee conditions, which commit us to our customers.

The warranty period is 12 months.

The ordered quality is binding for the supplier.

Quality changes of any kind may only be made if the supplier agrees to our written consent.

Defects resulting from the use of unsuitable or poor materials, improper execution or faulty design must be rectified by the supplier immediately and free of charge. If necessary, the defective goods must be replaced. Concealed defects must be remedied even if they are only discovered during processing or when using the goods.

In the case of subcontracts, the supplier has to pay for the replacement of the material as well as the work already done.

Incidentally, the statutory warranty claims (368 CO) apply. 10 of the General Terms of Delivery of the VSM is not valid.

Complaints

These are claimed as soon as possible after we have received a corresponding complaint from our customer. We do not recognize any such deadlines. Extra costs such as freight, customs, processing and post-processing costs, etc., which arise as a result of incorrect, incorrect or delayed deliveries, shall be borne by the supplier.

Value added tax

The VAT must be shown separately.

Issuing invoices and other documents

For each delivery a separate invoice has to be issued. In all correspondence, such as confirmations, invoices, delivery notes, etc., our order number, our account number, order date and reference must be noted. If the material is delivered before the date specified by us, the latter shall apply to the fixing of the payment date.

Origin of goods

Preferential proofs of origin as well as declarations of conformity and conformity markings of the country of origin or destination are to be given to the purchaser unsolicited per item on the relevant commercial invoice, non-preferential certificates of origin on request.

Customs number

For each invoice item, the customs tariff number of the country of origin must be indicated, for listed goods also the national list number as well as that of the USA, if the goods are to be printed. Re-export regulations are subject.

Payment

Unless otherwise agreed, the invoice is settled at the end of the month following the delivery with a 2 % discount or 60 days after receipt of the invoice net, provided that the goods have actually arrived at the destination and the required documentation in perfect condition is present.

Place of fulfillment, applicable law and jurisdiction

Place of performance is CH-5417 Unterschuggen.

The legal relationships of the parties are subject to Swiss law.

Jurisdiction for all disputes arising from or about the contract is the Commercial Court Aarau. A move to the Federal Court remains reserved.

Divergent general terms and conditions of the contracting party are only valid if they have been accepted in writing by kawe ag.

General Terms of Delivery

In addition to these terms and conditions of purchase, we accept the general terms and conditions of the Association of Swiss Machinery Manufacturers (VSM).