

General

Unless special written agreements are made, the following terms and conditions apply as an integral part of the contract. All agreements must be in writing in order to be valid.

Unless otherwise stated in the special agreements and the following conditions, the General Terms of Delivery for Machines and Spare Parts of the Association of Swiss Machinery Manufacturers (VSM) also apply, in each case in accordance with the edition valid at the time the contract was concluded.

The ineffectiveness of individual points of the general offer and delivery conditions does not cause their total ineffectiveness.

Offers

Our offers are subject to change in all respects. The contract is only concluded by our order confirmation.

Documents and drawings

These remain our property and may not be made accessible to third parties, in particular competitors, without our written consent. In case of infringement, all remedies under copyright and damages remain reserved.

Conditions

The ordering party must define kawe ag on the order and the manufacturing documents all requirements relevant to the delivery.

Secrecy, rights

Business and trade secrets, which are known to kawe ag due to their activities, as well as the documents provided by the purchaser are neither made available to third parties nor passed on nor used.

The customer assures kawe ag of having all necessary rights to the documents made available to kawe ag (in particular patent rights, copyrights, design and model protection).

Should kawe ag be confronted by third parties with claims for infringement of rights, the customer undertakes to indemnify kawe ag in full and to carry out any litigation in its own name or on behalf of kawe ag and for its own account.

Prices

Unless otherwise agreed, these are net ex works ex VAT and refer to the contractual scope of delivery. Unless specifically mentioned in the scope of delivery, all ancillary costs, in particular costs for packaging, freight forwarding, customs clearance, insurance, bank charges, VAT, etc. shall be borne by the purchaser.

For long-term contracts (> 6 months), we reserve the right to adjust prices by mutual agreement if material prices (eg alloy surcharges), significant currency fluctuations or other changes in import / export costs occur.

These risks are usually contracted with a floating price formula.

Payment

For orders < CHF 50'000.-, 100 % of the agreed price must be paid net within 30 days after invoicing.

For orders over CHF 50'000.- you have to pay:

- 30% of the agreed price within 15 days after receipt of the order confirmation, or 30 days after signing the contract.
- 70% net within 30 days of delivery and invoice

The payment must be made in freely available CHF or EUR on the account specified on the billing document.

If agreed, for the remaining 70 % of the agreed price upon order, an irrevocable, confirmed credit line must be opened with a first class bank together with the bank designated by us. The letter of credit must be set up within 15 days of receipt of the order confirmation or 30 days after signature of the contract. The validity of the letter of credit exists at least until 30 days after the last agreed payment.

Delivery date and other terms of delivery

The delivery period starts after the order has been received, or after the adjusted order confirmation approved by the customer (duty sheet, delivery conditions) or after the opening of the agreed credit line.

Kawe ag is also entitled, upon special agreement, to postpone the delivery date,

- if payment conditions are not met;
- if, without our fault, events of any kind occur which adversely affect the orderly progress of work for us and or our supplier;
- if the information required to execute the order does not arrive in time or is subsequently changed.

In addition, the corresponding numbers in the General Terms of Delivery of the VSM apply.

Delivery

Each order is wrapped according to the quality assurance system ISO 9001 and treated accordingly upon delivery. After agreement, acceptance takes place in our factory. Test plans, acceptance records, etc. are issued and supplied in accordance with the contractual agreements.

The tools, workpieces and fixtures required for acceptance - unless stipulated in the order confirmation - must be provided by the customer free of charge.

If the client is not present at the time of acceptance, the test report will be sent to him when the system is sent.

With the acceptance or the delivery, the benefits and risks are transferred to the customer.

Warranty

The warranty begins on the day of delivery and covers only the performance share of kawe ag and lasts 12 months.

All verbally agreed changes require the written consent of the company kawe ag, otherwise they are not valid.

In the case of warranty work outside the home, the travel time and travel expenses shall be borne by the customer, the labor and material costs shall be borne by the company kawe ag.

If defined requirements are not fulfilled straight away, kawe ag commits itself to do everything in its power to meet the requirements. However, the additional expenses after delivery can be charged separately if the company kawe ag is not at fault.

Incidentally, the warranty and liability for defects shall be determined in accordance with the relevant figures of the General Terms of Delivery for machines and spare parts of the VSM.

Regulations at destination

The customer shall inform kawe ag of the legal, official and other regulations that relate to the execution of the delivery, the assembly, the operation as well as the disease and accident prevention.

Place of fulfillment, applicable law and jurisdiction

In any case of dispute, both parties undertake to reach a solution first through open discussion.

Place of performance is CH-5417 Unterschuggenthal.

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 recognized by the company kawe ag in writing.