

## **General Terms and Conditions of Sale and Delivery of HWZ International AG**

### **1. Scope of application**

All offers, sales and deliveries of **HWZ International AG** (hereinafter also referred to as "Seller") are exclusively subject to the following General Terms and Conditions of Sale, Delivery and Payment.

Deviations from these conditions, in particular also general purchasing conditions of the purchaser, shall only become part of the contract if the Seller expressly accepts them in writing.

In case any provision of these General Terms and Conditions of Sale and Delivery and other further agreements be invalid, this shall not affect the validity of the remaining provisions and agreements. In place of the invalid provision, an effective provision shall be deemed to have been agreed from the beginning which comes as close as possible to the economic provision intended by the parties.

### **2. Prices**

Prices are quoted in CHF (Swiss francs), USD (US dollars) or EUR (Euro) ex works or FOB seaport. The costs for shipping, packaging, transport, value added tax, customs duties, insurance and similar costs will be invoiced according to the INCOTERMS 2018 stated on the invoice/offer. Prices are subject to change without notice. In case changes occur during the order processing due to cost increases at the Seller or price increases at its suppliers of any kind, additional fiscal burdens, burdens due to official measures, customs increases or currency fluctuations, the Seller expressly reserves the right to increase the price accordingly without the Purchaser having the right to withdraw from the contract.

The dimensions and specifications determined at shipping are decisive for invoicing.

Express surcharges are additionally invoiced for all deliveries.

### **3. Package sizes / dimensions**

The quantity per package depends on the supplier and can therefore vary.

Unless otherwise indicated, thicknesses and formats are given in mm.

### **4. Goods on commission**

Under-/over-deliveries of up to 10% of the ordered quantity cannot be objected to. Invoicing is based on the actual commission quantity delivered.

### **5. Offers**

All information provided by the Seller on prices, goods, delivery and other conditions, whether general or specific with regard to an inquiry by the Purchaser, shall be non-binding unless the Seller expressly makes a binding offer.

Commissions and orders are only deemed as being accepted when the Seller has confirmed them in writing. The information on the quality of the goods and other conditions contained in the order confirmation shall take precedence over any deviating information in commissions and orders. The Seller expressly reserves the right to make changes to the design of the ordered goods.

Information in quotations and order confirmations regarding delivery times, weights, freight charges etc. are stated to the best of our knowledge, but are non-binding. Samples supplied shall always remain type samples, i.e. the properties of these samples shall not be deemed as guaranteed by the Seller unless expressly warranted to the contrary, provided that the delivered goods are suitable for the intended use.

## **6. Retention of title**

The contractual objects remain the property of the Seller until the purchase price has been paid in full. The Seller is entitled to have a corresponding reservation of title entered in the public register. The Purchaser is obliged to assist in the registration at the request of the seller.

Prior to full payment of the purchase price, the Purchaser may neither sell nor pledge the purchased goods or assign them to third parties for security purposes. In the event of seizure or other claims by third parties, the customer has to inform the Seller immediately.

## **7. Delivery**

Benefit and risk of all deliveries shall in any case pass to the Purchaser upon dispatch of the delivery ex works, storage location or in accordance with the INCOTERMS 2018.

The promised delivery periods and dates are given by the Seller to the best of Seller's judgement and are adhered to as best as possible, but are non-binding and do not entitle the Purchaser to withdraw from the contract, to compensation for damages or other claims in the event of non-compliance.

The Seller expressly reserves the right to make partial deliveries and to invoice these separately.

In the event of force majeure and/or similar disruptions - irrespective of whether they occur at the Seller or its suppliers and auxiliary persons - which hinder or unreasonably impede the production or delivery of the goods, the Seller is entitled, without liability consequences, to withdraw from the contract in whole or in part at its own discretion or to change the delivery periods and delivery dates accordingly. The Seller rejects any liability due to delayed performance or withdrawal from the contract.

If the delivery of goods on call by the Purchaser has been agreed, the latter is obliged to call off the goods within the agreed period. If dispatch or delivery is delayed at the request of the Purchaser so that temporary storage of the goods is necessary, the relevant storage costs will be charged to the Purchaser. If the planned quantity is not called within the agreed period, the Seller may invoice such quantities in total.

If the seller takes over the delivery of goods and the goods are not accepted during the agreed or usual delivery times, additional costs of a further delivery shall be reimbursed by the Purchaser. Any storage costs, loss of interest and other additional costs resulting from the delayed acceptance shall be borne by the Purchaser.

Special transports are fully charged to the Purchaser.

## **8. Inspection and acceptance of the delivery**

The Purchaser is obliged to inspect the delivery upon receipt and notify the Seller in writing about any defects as soon as possible, at latest within 5 days after receipt of the delivery. If he fails to do so, the delivery shall be deemed as being approved.

All complaints must be made before any processing of materials. Defects that cannot be detected upon immediate inspection must be reported in writing immediately after their discovery.

Complaints and claims do not entitle in any case to refuse acceptance of the goods or payment of the agreed purchase price.

In the event of damage in transit, the carrier also has to be notified and an appropriate note has to be attached to the delivery note, which has to be signed. The damage has to be confirmed by the driver.

## **9. Packaging**

Packaging plates will be invoiced and not taken back. Crates and special plates can be returned free of charge and in perfect condition upon consultation with us. EURO pallets must be given to the lorry in exchange on delivery, otherwise they will be charged.

## **10. Deadlines**

The promised delivery dates will be adhered to as best as possible. Partial deliveries or late deliveries do not entitle the recipient to withdraw from the contract, to claim damages, contractual penalties or other costs. Force majeure releases us from our obligation to deliver.

## **11. Material warranty**

If there is a defect according to purchase law, which demonstrably already existed at the time of the transfer of risk, and if the Purchaser has complied with his obligation to examine the delivery and report defects, the Seller can, at his discretion, repair the defective part/object or deliver a replacement or, if he wishes to waive a repair or replacement delivery, grant the Purchaser a purchase price reduction. This obligation of the Seller and the corresponding right of the Purchaser shall be time-barred and shall expire 24 months after dispatch of the delivery. After this point in time, the Purchaser shall no longer have any claims, irrespective of whether the defects are obvious or concealed.

The aforementioned rights of the Purchaser do not apply in case of the following defects:

- ☐ natural wear-and-tear
- ☐ properties of the goods or damage arising after the transfer of risk or as a result of improper handling, storage, installation or maintenance, non-observance of installation and operating instructions or excessive stress or use
- ☐ properties of the goods or damage caused by force majeure, particular external influences not provided for in the contract or by the use of the goods outside the normal use provided for in the contract

There are no claims of the Purchaser in the event of usual and/or only insignificant deviation from the agreed quality of the goods or in the event of only insignificant impairment of usability.

If goods or parts thereof are defective, which the Seller has not manufactured on its own, the Seller can release itself from its liability by assigning its own warranty claims against the suppliers to the Purchaser.

All further claims of the Purchaser such as conversion, reduction, compensation (including liability for consequential damages) etc. are expressly excluded.

On request, the currently valid declaration of performance will be printed or made available digitally for all construction products supplied.

## **12. Cancellations and returns**

Cancellations of orders by the Purchaser require the written consent of the Seller. Complaints about a delivery do not entitle the Purchaser to cancel any remaining or other deliveries.

If the financial situation of the Purchaser deteriorates significantly or presents itself differently than presented to the Seller, the Seller is entitled to withdraw from the contract without further actions required. In the event of legal cancellation by the Seller, the Purchaser shall bear the costs incurred by the Seller.

Exchange and acceptance of returned goods by the Seller are only possible carriage paid and in absolutely perfect condition and only after prior consultation with the responsible sales department. Returns without agreement will not be accepted and credited. For the inconveniences, packaging and freight, the Seller will deduct 20% of the value of the goods from the credit note, but at least CHF 200.

## **13. Payment**

Unless otherwise agreed in writing, the Seller's invoices shall be paid in CHF (Swiss francs) USD (US dollars) or EUR (euros), depending on the information on the invoice, within 30 days of the invoice date without deduction.

With unused expiration of the payment term the Purchaser gets into delay without reminder. If the Purchaser defaults on payment, all claims of the Seller against the Purchaser arising from the business relationship shall become due for payment immediately. In the event of default, Seller shall be entitled to revoke any discounts granted.

Default in payment and other changes in the Purchasers circumstances, which endanger payment for the goods or service, shall entitle the seller to

- ☐ to withdraw from the contract at any time and to retain the goods or to demand their return from the Purchaser or not to provide any services.
- ☐ to assert all existing claims against the Purchaser immediately irrespective of their due date or to demand a security for the claims
- ☐ to make outstanding deliveries only against prepayment, irrespective of the agreements made before
- ☐ as well as to invoice besides 5% default rate a reminder fee of up to CHF 200 and in case of debt collection a contribution to expenses of CHF 150.

The Purchaser is only entitled to withhold payments or offset them against counterclaims if his counterclaims are undisputed or have become res judicata.

## **14. Place of jurisdiction**

The place of performance for the delivery and payment of the goods is according to INCOTERMS 2018 or the goods dispatch warehouse.

**15. Place of jurisdiction**

Sarnen (OW) is the place of jurisdiction.

**16. Applicable law**

The UN Convention on the International Sale of Goods ("Vienna Sales Convention") is not applicable to contracts concluded with HWZ International AG.

Alpnach, 8.2018