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General Terms and Conditions of Supply of ASKOMA AG Bützberg

1. General

The following General Terms and Conditions of Business shall apply to all business transactions with ASKOMA AG, subject to any deviations contained in any specific confirmation of order. Any differing general terms that the contractual counterparty may use shall have no application even if they have not been expressly rejected.

2. Offers and prices

All offers shall be free and non-binding. Unless anything to the contrary is agreed, all prices shall apply ex-works and subject to the addition of Value Added Tax, transport and packing costs, and charges. If the value of the goods is less than CHF 50 a small-quantity surcharge of CHF 20 shall be levied.

3. Terms of Payment

Invoices from ASKOMA AG shall be due for payment within 30 days net of any deductions. From the due-date onwards, and without prejudice to any other claims for damages on the grounds of arrears of payment, interest shall be charged on the arrears at the rate of 8% p.a. Goods delivered shall remain the property of ASKOMA AG until the relevant invoice amount has been paid in full.

4. Delivery dates

Delivery dates confirmed by ASKOMA AG shall be binding. If a delivery date is missed by more than 30 days the customer shall be entitled to set an appropriate extension period and to cancel the contract if it expires fruitlessly but shall have no other claims on the grounds of delayed deliveries.

5. Delivery

ASKOMA AG shall select the lowest-cost form of delivery. A surcharge of CHF 25.-- shall be levied for express deliveries. Packaging shall not be taken back.
In case of EXW, the collection and export processing shall be handled by the customer. Permits and documents are also to be obtained by the customer.
Benefit and risk shall pass to the customer at the latest upon dispatch of the delivery ex works.
Insurance against damage of any kind is the responsibility of the customer.

6. Guarantee

ASKOMA AG hereby guarantees that the goods delivered shall be free of defects. The guarantee period shall be 24 months from the date of delivery. The customer shall inspect the goods immediately upon receipt and raise a complaint without delay and in writing if any defects come to light, otherwise the goods shall be deemed to have been accepted. In the event of any defects ASKOMA AG shall, at its free discretion, either (a) replace or repair the defective goods or (b) reimburse the purchase price of the defective goods. The customer shall derive no other claims from the defects in the goods.

7. Limitations of liability

ASKOMA AG's guarantee obligations are defined with finality in Clause 6 above. The customer shall under no circumstances have any claim for compensation for damage except that sustained by the delivered goods themselves, meaning specifically that there shall be no claim on the grounds of production defects, production breakdowns, loss of use, forgone profit, or any other direct or indirect losses. This limitation of liability shall not apply if ASKOMA AG has acted with intent or in gross negligence, but shall apply if any of ASKOMA AG's vicarious agents has acted with intent or in gross negligence.

8. Applicable law

All legal relationships between ASKOMA AG and the customer shall be subject to Swiss law. The Vienna Convention on merchant law (UN merchant law) shall have no application.

9. Place of execution and jurisdiction

The place of execution and jurisdiction shall be Bützberg, Switzerland. ASKOMA AG, however, shall also be entitled to sue the customer at his place of business.