



General Terms of Business of the HAKAMA AG

1. General Rules

All statements or agreements between the contracting parties departing from these terms of business require our explicit written confirmation in respect of their validity. These terms of business are also applicable for orders to be carried out short-dated that are normally not confirmed specially or in writing.

2. Scope and Object of the Services

Our written order confirmation is definitive for the contract. The billed invoice can take the place of a written confirmation in case of short-term deliveries. Statements of any kind or sub-agreements made by our staff, verbal, telephonically or by teleprinter, require our written confirmation to be valid. All offers are without engagement.

All documents delivered for processing purposes and services performed such as written, calculated, graphical or verbal proposals, sketches and so on that deal with the assemblage, construction, grouping, machining, finishing, assembling and support of calculations are not object of the offer respectively of the sales agreement. These documents may not be passed to third persons without our permission. We are only responsible for possible faults of the above mentioned services in case of gross negligence. That applies for illustrations, drawings, indications of weight and dimensions, too.

3. Changes of Measures

If the production follows measures according to customer indications, changes of measures are possible without additional costs if allowed from the production condition. In cases of that kind delays of the delivery are to be reckoned with.

4. Manufacturing Tolerances

Our general manufacturing tolerances apply for the contract. If required the appropriate form can be requested. It is subject to changes that are not announced automatically to external offices. The agreement of a different manufacturing tolerance is possible, but presupposes increased testing expenses. The additional expenditure must be billed accordingly. Our test instructions can be inspected if desired.

5. Prices

All prices are given including transport and packing without any deduction unless stated otherwise on the offer. Other additional charges such as the costs for insurance, export permit, transit permit, import permit or other permits as well as verifications (among others certificates for raw material, test certificates and so on) go to the debit of the customer. The customer has to meet the costs for all kinds of taxes, duties, charges and custom duties as well. The agreed prices are not binding, i.e. unforeseen increases of material and production costs in the period between conclusion of a contract and the delivery of the goods are charged separately to the customer. Price basis is the inquired quantity and structure. If inquiry and offer deviate more than 10 % from the order we reserve the right to correct the price. The minimum net order value is 200.- Swissfrancs. For single orders below the minimum order value, a processing fee will be charged.



6. Delivery

The terms of delivery are calculated from the incoming orders at HAKAMA to the day of preparation respectively completion and are kept if possible. An execution of the orders on schedule requires among other things:

1. trouble-free delivery of material of our suppliers,
2. undisturbed operational procedure,
3. any external occurring incidents that influence an organised order settlement,
4. Fulfilment of the obligations on the part of the buyer.

Respective impediments release us completely, partially or for the period of interference from the obligation to fulfil the contract. Part deliveries are allowed. Orders on call must unless agreed otherwise be accepted within one year from date of order. If a date of delivery is agreed and postponed by the buyer, we have the right to demand payment not exceeding the amount of the already completed service respectively of the prepared goods. At large scale manufacture deviations up to 10 % are allowed for our deliveries, in fact with regard to the entire final quantity as well as to individual part deliveries. The Incoterms 2010 apply for the interpretation of the commercial conditions.

7. Passage of Risk and Delivery

Risk passes to the customer as soon as the goods leave the factory or the stock, even if free-hauled respectively FOB or CIF delivery is agreed. If delivery or shipping are postponed through fault of the buyer the risk passes to the buyer at the time of being ready for shipment. In case of shipment by train or external forwarding agent the claim for compensation is to be announced directly at the Bahn or at the forwarding agent. This does not influence the due date of our invoices and entitles in no case to a deduction. Deviations from the delivery note respectively from the invoice must be notified in writing immediately at receipt. Without a certain instruction for the shipment, the dispatch department will effect the cheapest and fastest shipping method at our discretion.

8. Packing

Simple packing made of paper, cardboard and the like are normally included in sales prices but not taken back. Boxes and crates are to be rendered with replacement. The packing is determined according to our choice. Customer rights of recourse due to packing damage are excluded.

9. Terms of Payment

Payments must be made within 30 days net from invoice date. A different way of payment requires a special agreement. If the goods are stored for any reason, the day of completion is accepted as shipping day. Not acknowledged or from us contested counterclaims can neither be compensated from the customer nor may the payment be retained for this reason. If the customer gets into default of payment with an invoice or if any circumstances become known after conclusion of a contract that are suitable to lower the creditworthiness of the customer, all claims become due regardless of date of payment granted or of validity of any bills of draft taken in. Such circumstances enable us to carry out open deliveries only against guarantee, if necessary to withdraw from a contract and / or to make the customer liable for damages due to non-fulfilment.



10. Warranty

The customer must check the delivery immediately after receipt for completeness, quality and other faults and notify in writing contingent defects to the supplier without delay. Provided that no notification of a defect arrives within 8 days after receipt of the delivery at the customer, the consignment is considered as approved. If the fault proves substantiated, a substitute is delivered free and gratuitously to the original shipping place. The term of warranty is 6 months. The period begins with leaving ex factory. If the delivery is delayed for reasons the supplier is not answerable for, the term of warranty ends at the latest 9 months after notification of readiness for delivery. The term of warranty for replaced parts starts anew, it ends at the latest 12 months after the start of the term of warranty for the principal delivery.

11. Title of Ownership

The supplier reserves his proprietary rights according to Art. 715f ZGB for all goods delivered until they have been paid in full.

12. Obligations of contracts

Should any provision of this contract be unviable this does not affect the effectiveness of the contract in other respects. The contracting parties bind themselves to replace the unviable provision by a provision through which the economic success aimed at with the contract and the general terms of business can be obtained most likely in judicially allowed manner.

13. Place of Performance and Jurisdiction

Place of performance and jurisdiction for delivery and payment as well as for all obligations resulting by any chance from the contractual relation is the domicile of HAKAMA AG.

The law of Switzerland shall apply.