

# **SAUTER EDELSTAHL**

## **Conditions of Purchase**

### **1. Validity**

1. These general terms and conditions of purchase are valid for all - also future – orders Orders for goods, services and Contract work and its processing to companies. Conflicting or of these conditions of purchase deviating terms of the seller we do not recognise, unless in these conditions of purchase or in the contract with the seller has something else in mind. If we take the goods without express the opposition, this may result in no case can be deduced, we would have the Conditions of the seller accepted.

2. Verbal agreements of our Employees are only made aware of our written confirmation binding.

3. The preparation of offers is for us free of charge and without obligation.

4. Decisive for the interpretation of Commercial clauses are the Incoterms in their respectively valid version.

### **2. Prices**

1. The agreed price is a fixed price

2. If the price is "free domicile", "free destination" and other 'free/frank' destinations deliveries, the price includes the freight and packaging costs. With unfree delivery we determine the method of dispatch.

3. The Incoterms shall otherwise apply in their respectively latest version

### **3. Payment**

1. In the absence of any other agreement or more favourable conditions of the seller payments are made within 14 days less 3% discount or within 30 days net.

2. Payment and discount periods expire Invoice receipt, but not before receipt the goods or, in the case of services, not before their acceptance and, if documentation, Test certificates (e.g. works certificates) or similar documents on the scope of services, not before their to us in accordance with the contract.

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3. Payments shall be made by Bank transfer. The payment is on time, if the transfer is made on the due date at of the bank was commissioned.

4. maturity interest cannot be claimed will be. The default interest rate is 5 %- points above the base rate. In any case we are entitled to charge a lower Damage caused by delay than demanded by the seller can be proven.

5. rights of set-off and retention we are entitled to the statutory extent.

### **4. delivery periods / delay in delivery**

1. the agreed delivery dates and periods are binding. Imminent delays in delivery must be communicated to us in writing without delay. At the same time suitable Countermeasures to avert the consequences to propose.

2. decisive for compliance with the the delivery date or the delivery period is the Receipt of the goods by us, as far as nothing Other arrangements have been agreed in writing.

3. if the seller is in default of delivery, the following shall apply we are entitled to the statutory claims. In particular, we are entitled to claim according to the the unsuccessful expiration of one of our reasonable grace period compensation instead of of the performance. Our claim to the delivery is only excluded if the seller pays the damages has.

4. the absence of necessary the seller can obtain the necessary documents from the only if he is able to produce the documents has not received a written reminder.

### **5. retention of title**

1. with regard to the rights of retention of title the seller's conditions apply with the proviso that the ownership of goods shall pass to us upon payment and, accordingly, the extension form the so-called current account reservation does not apply.

2. due to the reservation of title the seller only reclaim the goods, if he has previously withdrawn from the contract.

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### 6. execution of the deliveries and Transfer of risk

1. the seller bears the risk of the accidental loss and the accidental Deterioration, also for "carriage paid" and "free house" deliveries, until the handover of the goods at the place of destination. In addition, the Incoterms in their latest version.
2. partial deliveries require our Okay.
3. excess or short deliveries are only permitted in customary in the trade.
4. packaging costs shall be borne by the seller, if unless otherwise agreed in writing was. In individual cases we bear the costs of the packaging, this is the cheapest way to send us the calculate. The costs for the return transport and/or the disposal of the packaging the seller.

### 7. declaration of originating status

1. at our request the seller shall provide us with a supplier's declaration concerning the preferential origin of the product for Order.
2. in the event that the seller Declarations on the preferential or non-preferential originating status of the following applies:
  - a) The seller undertakes to Verification of proofs of origin by to enable the customs administration and both to provide the necessary information as also any necessary confirmations to teach.
  - b) The seller is obliged to pay the damage which arises from the fact that the declared Origin due to incorrect certification or lack of the possibility of verification of is not recognised by the competent authority, unless he is not responsible for these consequences represented.

### 8. liability for defects and limitation period

1. the seller has delivered the goods free of material defects and defects of title. He shall in particular guarantee that its deliveries and services to the recognized rules of technology and the contractually agreed properties and standards.

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2. the goods will be delivered to us after receipt in the reasonable and technically possible for us Scope on quality and completeness checked. As reasonable within the In the absence of a concrete inspection Indications of defectiveness only examinations of the external, with mere visible to the eye, whereas not investigations of the internal Nature of the goods. Notification of defects are in time if they are delivered within ten days with the seller by e-mail. The period for the notice of defects begins with the time at which we - or in the case of drop shipment business our customers – the have or would have found a defect ...that you have to realize...
3. if the goods have a material defect the legal rights according to our Election closed. A rectification of defects by the seller applies already after the first unsuccessful Try as failed. The right to We are also entitled to withdraw from the contract if the respective breach of duty of the seller is only insignificant.
4. we can also request the seller to replace the goods. of those expenses in connection with with a defect, which we demand in relationship to our customer if the defect has already been detected at the danger was passed on to us.
5. the following shall apply to our claims for defects statutory periods of limitation.
6. the seller already now assigns to us - on account of performance - all claims which he is entitled against its suppliers on the occasion of and in Connection with the delivery defective goods or such goods to which guaranteed characteristics are missing. He's going to make us of such claims, all claims for damages hand over the necessary documents.

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### **9. place of performance, place of jurisdiction and proper law**

1. the place of performance for the delivery is, provided unless otherwise agreed, our Company headquarters in Möhlin.

2. place of jurisdiction is the seat of our Company headquarters in Fehraltorf. We can sue the seller also at his place of jurisdiction.

3. for all legal relations between us and the seller is valid in addition to these Conditions Swiss law