

## General Sales Conditions

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The present General Sales Conditions are binding and exclusively applicable, if no deviating or additional conditions have been mutually agreed between the buyer and Mechafin AG. Any deviations need to be stipulated accordingly in writing.

### General

The published pictures, dimensions and weights within catalogues and drawings are for information only without obligation regarding the supplied goods. Literal errors excepted.

### Offers

Our offers are valid for a period of 3 months unless other terms have been stipulated. Extraordinary price changes for raw materials are excepted.

### Prices / Packaging / Conditions of Payment / Surcharges

If nothing else is stipulated our prices are quoted in Swiss francs CHF for delivery ex works (INCOTERMS 2010, EXW Geroldswil) exclusive packaging and value-added tax (VAT) .

Total order values below CHF 100 will incur an order processing charge of CHF 20.

Packing is charged according actual cost.

The general payment terms are 30 days net as of invoice date.

We reserve the right to charge interest of 5% on late payments.

### Transfer of Gain and Risk, Shipment and Insurance

Gain and risk is transferred to the buyer with dispatch of the consignment ex works. Shipment is carried out with invoice and at the consignee's risk. Transport insurance is taken out by us only upon written request of the consignee. The cost of the insurance is borne by the consignee.

### Delivery periods / Delivery date

Delivery periods given in our offers begin with the receipt of the order. The delivery time is deemed as achieved if on its expiry, the consignment is prepared and ready for dispatch from the factory. We make every effort to adhere to delivery dates given in our order confirmations. However, they are non-binding, and overruns cannot be taken as reason for damages claims or for cancellations of concerning orders.

Lack of raw materials, defects on tools, transport/logistic problems and comparable influences could decisively raise cost and reduce the feasibility of the products. If this makes it impossible for us to comply with our delivery commitment we are released from our delivery obligations without any compensation claims.

Recognisable delays will be communicated immediately.

### Documents / Samples

Our catalogues, drawings, sketches, etc. are our intellectual property, and shall not be modified or used for purposes other than intended without our written acceptance.

Samples are provided at a charge.

### Testing and Acceptance of the Consignment

The buyer is requested to inspect/test the consignment on receipt and report any defects that are found in writing within 10 days to Mechafin AG. If no failures or irregularities are reported the consignment is deemed to be approved by the receiver.

If more extensive tests and reports (such as factory- or inspection certificates) are requested by the buyer, it must be agreed on in writing and mentioned within the concerning orders. The costs must be borne by the buyer.

Products assessed as defective are not supposed to be returned without our agreement. Otherwise developing delivery cost will be charged accordingly.

Parts which are found to be unusable due to material defects or production failures will be either replaced or repaired, as we consider appropriate.

### **Property Rights**

The delivered goods remain our property until the full purchase price has been paid. The buyer assures participation for adequate arrangements in order to protect our property accordingly.

### **Cancellation / Returning goods**

The cancellation of contracts requires our written agreement.

Cost for pre-processed or finished parts will be charged in any case.

Raw materials specially purchased for a customer will also be charged.

Complaints regarding a consignment do not entitle the purchaser to cancel the remainder of an order. Produced and delivered goods cannot be returned to the supplier.

We are authorized to withdraw from delivery obligations if the financial situation of the buyer markedly deteriorates or appears different than originally presented to us.

### **Warranty**

During the warranty period Mechafin AG is obligated to replace or repair, all parts that are defective or unusable as a result of material defects or of design/production failures, as Mechafin AG consider necessary, as soon as possible. Warranty claims require a written request from the buyer. The warranty period is 12 months after receipt of the consignment as far as no other legal regulations are effective. Excluded from the warranty are damages due to incorrect storage, natural wear, faulty processing and disregard of regulations, etc.

Modifications or repair of products without our written acceptance as well as not following our operating instruction exculpate us from product warranty.

Our liability is limited on the replacement of defective goods or on reimbursement of the invoiced value.

### **Exclusion of other Liabilities**

Possible claims by the purchaser are fully covered within these „General Sales Conditions“. All not expressly mentioned claims for damages, reduction, cancellation of or withdrawal from the contract are excluded.

### **Jurisdiction**

The place of jurisdiction for any direct or indirect differences/disputes is Zurich, Switzerland only. The legal relationship is subjected to substantive Swiss law.

The General Sales Conditions valid at the purchase date are mandatory and considerable.

The current and up-to date sales conditions are explicitly published on [www.mechafin.com](http://www.mechafin.com)

### **Final Provisions**

The General Sales Conditions have been update as per *January 1st, 2013*. They replace all previous versions and are integrated part of all our offers and order confirmations.

With this edition all previous versions are void. In case of discrepancies between the German text and any other-language version of these General Terms of Business, the German original text shall prevail.

*Geroldswil, December 2012*