



General Terms and Conditions of Sale and Delivery (GTCS)

1. Scope of application

These General Terms and Conditions of Sale and Delivery (GTCS) shall apply to all transactions for which Blattmann Schweiz AG ("seller") has drawn the buyer's attention in writing to the validity of the GTCS. A corresponding note on the contracts (framework agreements), the order confirmation, the invoice or a similar document shall suffice. The GCS apply exclusively; the seller does not recognize any deviating terms and conditions of the buyer. The GCS can be accessed on the seller's homepage (www.blattmannschweiz.com).

2. Offer, conclusion of contract, amendment of contract

An offer from the seller is valid for 5 working days after receipt by the buyer. Contracts require the written confirmation of the seller to be valid. Amendments to the contract must be confirmed in writing by both parties. In writing means by post, fax or e-mail.

3. Prices, shipping, transfer of risk, adjustments

The Incoterms 2010 shall apply. Unless otherwise agreed in writing, prices are EXW Wädenswil (ex-works), packed. Transportation shall be at the risk of the buyer; the benefit and risk of the goods shall pass to the buyer when the goods are made available to the seller. If DAP (delivered at place) or DDP (delivered duty paid) is agreed, the benefit and risk of the goods shall pass to the buyer when the goods have been made available for unloading at the buyer's premises. The buyer may not resell the goods to third parties without the seller's written consent. All prices are based on applicable taxes; if these change in the period between offer and delivery, the seller has the right to adjust the prices accordingly.

4. Delivery dates

The seller shall meet confirmed delivery dates to the best of its ability. If a delivery is delayed, the buyer shall grant the seller a reasonable grace period. If the seller has not delivered by the end of the grace period, the buyer is entitled to withdraw from the purchase. Failure to meet the delivery date shall in no case entitle the buyer to compensation.

5. Force majeure

If the seller is prevented from fulfilling its contractual obligations due to force majeure, it shall be released from the fulfillment of the affected contractual obligations for the duration of the force majeure and to the extent of its effects. Force majeure shall include Circumstances beyond the seller's control, namely war, riots, fire, explosions, labor disputes, embargoes, legal regulations and sovereign orders. The seller shall inform the buyer immediately of the beginning and end of the circumstances based on force majeure. If the duration of the force majeure is more than two months, either party may withdraw from the contractual obligations affected thereby. Prior to this, either party may withdraw if adherence to the affected contractual obligations is unreasonable. If damage to the machines not caused by the seller prevents the seller from fulfilling his contractual obligations, the buyer may withdraw from the contract if the failure lasts for more than two months. Compensation for damages by the seller is excluded. If the quality of the raw materials is inadequate due to natural influences and through no fault of the seller, the parties shall jointly seek a solution in good faith. Compensation for damages by the seller is excluded.



6. Warranty, claims for replacement

The seller warrants only that the delivered goods comply with the specifications according to the stated measuring methods and are suitable for the intended use. Any information provided by the seller regarding the use, application or purpose of the goods is given to the best of the seller's knowledge, but does not constitute a warranty or guarantee. The seller gives no guarantees and is not liable for damage caused by improper or incorrect use of the goods or their use contrary to the seller's instructions. The seller is not liable for damage caused by the processing of defective goods. The buyer must inspect the goods for transport damage within 5 working days of receipt of the goods and report any complaints to the seller in writing. If no complaint is made within this period, the corresponding claims are forfeited. The buyer must check the quality of the goods within 30 days of receipt and before using them and report any complaints to the seller in writing. If no complaint is made within this period, the corresponding claims are forfeited. Any complaints do not release the buyer from the obligation to pay the purchase price. The seller shall endeavor, together with the buyer, to remedy any defects. If a defect proves to be justified and cannot be remedied, the seller shall, at the buyer's discretion, either supply a replacement or reimburse the reduced value. Any claims for compensation for indirect or consequential damage are excluded. The buyer is responsible for damage to returnable containers which are the property of the seller and are used by the buyer.

7. Payment

Payment must be made net after invoicing in accordance with the offer. If this payment deadline is not met, the buyer shall owe the seller default interest of 5% on the outstanding amount without a reminder. In addition, the seller may refuse to fulfill further deliveries and other services if the buyer is in default of payment. If there are indications that the creditworthiness of the buyer has deteriorated since the conclusion of the contract, if the buyer refuses to make a due payment or is in arrears with a payment, the seller has the right to demand securities or advance payment from the buyer. If the buyer is not prepared to do so, the seller is entitled to withdraw from the contract without setting a further deadline and to demand compensation from the buyer for the damages incurred due to the non-fulfillment of the contract.

8. Applicable law and jurisdiction

Swiss law applies to all contracts, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Horgen.
