

General Terms and Conditions 2019

Validity

The "General Terms and Conditions" applies to all price quotation offerings and deliveries made by MEWASA AG to its customers. Upon acceptance of the price quotation offering, the customer accepts these General Terms and Conditions to the exclusion of other conditions of purchase or other conditions of third parties. Deviating conditions shall only be binding if agreed in writing and in a binding offer or in an order acknowledgment explicitly stated.

An offer shall only be binding if it is explicitly designated as being such.

Binding price quotation offerings shall remain valid until the expiration of the acceptance period. If no deadline is specified, an offer designated as binding shall be valid for two (2) month.

Scope of Delivery

For the delivery and execution, the order confirmation shall be binding. Additional performance will be charged separately.

Technical Documents

Technical documents shall remain the property of Mewasa AG and may not be copied or disclosed to third parties.

Price and Payment

If not explicitly defined otherwise in the offer, the prices are quoted EXW Wangs (Switzerland) including standard packaging in Swiss Francs, exclusive of VAT. All additional expenses, such as for example the cost for permits, import, export, freight, insurance, bank charges shall be exclusively the customers responsibility.

If not mutually agreed otherwise in the order confirmation, all invoices shall be due within thirty (30) days of invoice date, without any discount or price deduction. With the due date, the customer will also be in payment default without warning. The default interest corresponds to the usual bank interest in the event of delay.

Mewasa AG reserves the right to request adequate down payment upon acceptance of orders.

Cancellation

If an order is cancelled with consent of MEWASA AG, the customer will be invoiced for the reasonable costs which accrued until the date of cancellation. The customer is obligated to indemnify Mewasa AG to this extent.

Retention of Title

All deliveries shall remain the property of MEWASA AG until payment in full has been received.

The customer commits himself to take any suitable measures for the protection of the property of MEWASA AG should this prove to be necessary.

Delivery Time

Delivery time shall only be binding if agreed upon in writing. If the delivery time cannot be met, MEWASA AG shall have the right to a reasonable additional grace period. Compensation for damages based on late delivery is excluded.

Warranty

The warranty period begins on the date of shipment from the factory in Wangs, Switzerland and expires when the guaranteed life cycles have been exceeded or after twelve (12) months, whichever is reached first, except when the order confirmation is explicitly defined different.

Upon written request from the customer, MEWASA AG undertakes to repair or replace, at our option, within a reasonable period of time; any or all components and parts that are deemed to be defective or inoperative, that can be proven that is the direct result from inadequate raw materials, bad workmanship or faulty design from MEWASA AG; such defective parts shall become the exclusive property of MEWASA AG. Any further liability, in particular abatement of the purchase price, cancellation or compensation for damages is excluded.

The warranty shall lapse if the customer or third parties carry out modifications or repairs without the consent and written approval of MEWASA AG.

The customer shall be obligated to examine the delivery on receipt and in the event of any defects, must send a written notice of defect within ten (10) working days. Hidden defects must be reported in writing within ten (10) working days of their discovery.

Damage as a result of normal wear and tear, non-compliance with operating instructions and/or installation manual, inadequate maintenance, unsuitable operational supplements, chemical or electrolytic influences or for other reasons for which MEWASA AG is not be held responsible shall be excluded.

Liability

MEWASA AG is liable for the properties guaranteed within the scope of the described specifications. MEWASA AG shall not be liable for claims of faulty advice or the similar. Generally, liability is excluded to the extent permitted by law. In particular, the liability for auxiliary personnel shall be entirely excluded.

Sake of good order it is pointed out that the Mewasa AG will not be liable for any errors that may arise due to inadequate information from the customer or incorrect approval of drawings or samples by the customer.

The customer's duty of care includes the examination of the offered products for their suitability for the intended application and use.

Any cases of violations of the contract and the corresponding legal consequences as well as any claims asserted by the customer, irrespective of the reason, are deemed conclusively regulated within these stipulations. In particular, any claims for compensations, price reductions or cancellations of the contract or rescission not expressly stated herein, are excluded. In any case, the customer is not entitled to compensation of damages not involving the delivered items, such as production downtimes, losses of affectivity, lost orders, lost profits as well as other direct or indirect losses. Additionally, this exclusion of liability does not apply if mandatory law is opposed to it.

Exchange

The delivery may only be returned or exchanged if this has been agreed upon in writing in advance.

Place of Performance, Place of Jurisdiction

Place of performance is Wangs, Switzerland. Place of jurisdiction shall be Mels, Switzerland.

Swiss Law shall apply to business relationship between the customer and MEWASA AG, CISG (United Nations Convention of the International Sale of Good of April 11, 1980) is barred.