

# General Terms and Conditions

GTC



**iepco ag**

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SWITZERLAND

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## Scope of application

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- Machines
- Spare parts
- Microblasting agents
- Additives + Raw Materials
- Process materials
- Accessories

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### Sales / Research

Hofstrasse 21  
CH-8181 Höri  
Tel. +41 44 861 16 16  
Fax +41 44 860 63 86

### Production / Storehouse

Steiächerweg 10  
CH-5316 Leuggern  
Tel. +41 56 268 80 40  
Fax +41 56 268 80 50

### Center for Surface Treatment

Schiffmüliweg 31  
CH-5316 Gippingen  
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## 1 General scope of application

These General Terms and Conditions govern the business relationship between the customer (hereinafter referred to as “the customer”) and the supplier iepco ag (Steiächerweg 10, CH-5316 Leuggern, hereinafter referred to as “the supplier”). Unless otherwise contractually agreed, the following conditions apply. All verbal communications must be confirmed in writing to be considered as legally binding.

## 2 Pricing

All pricing is in net Swiss Francs, and does not include transport, packaging and insurance. The supplier reserves the right to adjust the prices, if additional costs are incurred as a result of changes, additions or parts that are not in line with the drawing or samples, incidental expenses such as export, transit, import and any other authorizations or certifications shall be borne by the customer. Likewise, the customer is responsible for any taxes, duties, delivery fees and any associated administrative costs. Insofar as such costs, taxes etc. are charged to the supplier or any subcontractor, these must be reimbursed by the customer upon presentation of the corresponding documents.

Reference prices are not binding.

## 3 Packing

Packing shall be charged for separately by the supplier and is not returnable.

## 4 Shipping, transportation and insurance

The supplier must be notified well in advance of any special requirements regarding shipping, transportation and insurance. Once the product leaves our building in CH-5316 Leuggern, the customer is responsible for all transportation costs and arranging any insurance, including insurance costs. Any damage or losses during transportation are to be reported by the customer immediately to the carrier.

## 5 Terms of delivery

The supplier makes an effort to meet the specified delivery deadline. Delivery time starts on receipt of the submitted order and an advance payment as agreed on, respectively after clarifications of all relevant technical and commercial details and eventual receipt of sample parts. The delivery time shall be extended reasonably if the customer subsequently changes any of them and thus causes a delay in delivery or services, if obstacles occur which the supplier cannot avert despite exercising due diligence, regardless of whether they arise at the supplier, the customer or a third party. Such obstacles are, for example, incorrect supply of the necessary raw materials, semi-finished or finished products or rejection of important workpieces.

The delivery deadline shall be deemed met when, up to its expiration – providing the customer has fulfilled the above contractual obligations – the buyer has been advised the delivery is ready for shipment.

Exceeding the delivery deadline cannot result in liability on our part or rescinding an order.

## 6 Complaints

Any complaints must be received in writing within 14 days of receipt of the products or delivery of the services. If the customer fails to do so, the supplies and services shall be deemed to have been accepted.



## 7 Terms of payment

Payments shall be made by the customer in net Swiss Francs within 30 days. Any other terms are only permitted upon written agreement of the supplier. The withholding of payment or offsetting of any payments due to any counterclaim or complaint is not permitted.

## 8 Reservation of title

The supplier shall remain the owner of all supplies until full payment has been received in accordance with the contract.

## 9 Data protection

The supplier is entitled to raise, store and process the personal data of the customer in order to perform the contract. In particular, the customer agrees that the supplier can also make this kind of data known to third parties in Switzerland and abroad for the purposes of the handling and cultivation of business relationships between the parties.

## 10 Plans and technical documentation

Brochures and catalogs are not binding unless otherwise agreed. Technical documents are only binding if explicitly guaranteed. Each contracting party reserves all rights to plans and technical documentation which were handed over. The receiving party acknowledges these rights and will not make the plans and documents accessible to third parties without the prior written authorization of the other party or use outside the purpose to which they have been handed over.

The customer acquires no intellectual property rights, such as patent and copyright, samples and model rights or trademark rights of iepco ag along with the acquisition of iepco products and services. The intellectual property of iepco products, solutions, documentations etc. as well as all related rights remain with iepco ag subject to the rights of use granted to the customer.

## 11 Software

If the products and services delivered by the supplier include software, the customer is granted a non-exclusive right to use the software together with the delivered product, unless otherwise agreed. The customer is not entitled to copy (except for archival purposes, troubleshooting or to replace corrupt data carriers) nor to edit the software. In particular, the customer may not disassemble, decompile, decrypt or reverse engineer the software without the prior written consent of the supplier. In case of infringement, the supplier may withdraw the right to use the software. For third-party software, the conditions of use of the licensor apply, and the licensor, as well as the supplier, may also make a claim in the event of infringement.

## 12 Warranty

For warranty claims the guidelines of the association Schweizer Maschinen-, Elektro und Metallindustrie (SwissMEM) apply. The warranty period for machines is by default 24 months in a single-shift operation.

For multi-shift operation the warranty period is reduced as follows:

Operation mode	Warranty period
single-shift operation	24 months
two-shift operation	12 months
three-shift operation	6 months



The warranty period begins from the date of departure from our site or, in the case of installation by the supplier, the date of completion. The supplier shall bear only the costs for any repair or replacement of defective parts in their workshop. If the defective parts are unable to be repaired or replaced at the workshop of the supplier for reasons that the supplier is not responsible for any resulting costs will be charged to the customer.

Any further claim from the customer due to defective delivery, in particular to compensation and cancellation of the contract, is excluded. The warranty does not cover damages due to natural wear and tear, deficient maintenance, disregard of operating instructions, excessive use, unsuitable equipment, chemical or electrolytic influences, not by the supplier executed construction and assembly, as well as due to other reasons that the supplier does not represented.

The warranty expires if the customer or third parties make changes or repairs without the written consent of the supplier, furthermore, if the customer or third parties do not immediately take suitable measures, so that the damage does not increase and the supplier can remedy the defect. The warranty can only be guaranteed if using our IEPCONORM microblasting agents or working with agents approved by us in written form.

The supplier accepts liability for bought-in goods only within the scope of the warranty liability of the sub-contractor, yet the supplier has to inform the customer about it.

For microblasting agents and other consumables the warranty is 12 months for products with unlimited shelf life. For products with a limited shelf life the warranty expires on the expiration date or after a maximum of 12 months. Prerequisite for receiving the warranty is a professional storage by the customer.

## **13 Assembly**

Assembly and implementation are not included in our prices. Any installation, implementation and training of your staff by our technician can be provided and will be charged separately.

## **14 Exclusion of further liability on the supplier's part**

In the event that the customer has a claim in relation to or in connection with the contract or the breach thereof, the total amount of such claims is restricted to the fees paid by the customer. In particular any claims not explicitly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case, whatsoever shall the customer be entitled to claim for damages other than compensation for the costs of remedying defects in the supplies. This refers in particular, but shall not be limited, to loss of production, loss of use, loss of orders, recall costs, loss of profit and other direct or indirect or consequential damage. Liability is also excluded for compensation claims from third parties against the customer for infringements of intellectual property rights. This exclusion of further liability on the supplier's part does not apply to unlawful intent or gross negligence on the part of the supplier but does apply to persons employed or appointed by the supplier to perform any of his obligations. This exclusion of liability does not apply as far as it is contrary to compulsory law.

## **15 Severability clause**

Should a provision of these general terms and conditions or parts of the concluded contract with the customer prove to be fully or partly invalid or unenforceable, this will not affect the effectiveness and enforceability of the remaining provision. Both parties are obliged to replace the invalid provision with one which is as similar both legally and economically as the invalid provision.



## **16 Jurisdiction and applicable law**

Both parties agree to submit to the jurisdiction of the location of the registered office of the supplier (CH-5330 Bad-Zurzach). The supplier, however, has the right to sue the customer at their registered address. The contract shall be governed by the substantive and procedural laws of Switzerland.

## **17 Translation**

This document is a translation of the original German version for information purposes. If there are deviations between the content of the German version and the translation, the German version is solely authoritative. In questions of interpretation, the German version of the general terms and conditions shall be binding.