

General Terms and Conditions

GTC



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Scope of application

- Services on customer parts
- Galvanic coatings
- Treatment by microblasting process

Sales / Research

Hofstrasse 21
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Production / Storehouse

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Center for Surface Treatment

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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 service provider”). 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 service provider 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 service provider 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 service provider and is not returnable.

4 Shipping, transportation and insurance

The service provider 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 service provider 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 service provider cannot avert despite exercising due diligence, regardless of whether they arise at the service provider, 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 8 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 service provider. The withholding of payment or offsetting of any payments due to any counterclaim or complaint is not permitted.

8 Execution

The service provider undertakes to execute orders with due care and in accordance with the state of the art science and technology. If defects in material are identified, the service provider shall report them to the customer. The customer must then issue the necessary instructions for purposes of continuing the work. Insofar as the customer is at fault for the defects in material, the service provider may charge the customer for any additional costs arising from the customer's new instructions. For defective workmanship the liability of the service provider is restricted to an improvement.

9 Reservation of title

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

10 Documents and materials of the customer

Drawings, quality specifications, measurement points, materials and work specifications, standards, etc. shall be provided to the service provider by the customer and shall be regarded as instructions. In the absence of detailed documents, the service provider shall be required to provide a standard of workmanship and quality consistent with the industry standard. For the final dimensions required by the customer, the service provider must be supplied with workpieces whose gross sizes have been verified. The necessary gauges must be provided by the customer to enable tolerance finishing. Shafts, axles and similar parts must be supplied in concentricity condition. The service provider shall carry out a general inspection of the material provided by the customer. Material deviations from the specified weight and quantity, as well as apparent defects, must be reported to the customer in writing. The customer must then decide on the subsequent course of action within a reasonable time.

11 Data protection

The service provider 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 service provider 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.

12 Warranty

For warranty claims the guidelines of the association "Verband Galvanobetriebe der Schweiz" – SWISSGALVANIC apply.

The warranty of the service provider extends to a customary industry-quality standard, respectively to comply with the instructions for fulfilment of the contract. A further guarantee regarding the usability of the workpieces for certain purposes does not exist. Any further processing of the workpieces by the customer excludes any assertion of deficiency.

Excluded from the warranty are damages which are not detectable due to non-conforming fulfilment of the contract or to disregard of industry-quality-standard, such as native wearout, deficient maintenance, disregard of operating instructions, inaccurate handling, excessive use etc.

The service provider engaged himself the in time provided complaint by the customer to mend or to offset the invoice amount through deduction. The service provider bear the costs of the mend or the costs raising by substitution of complaint workpieces. If complaint workpieces are not be able to mend or to substitute by the service provider due to reasons not occurred by themselves, all hence resultant additional costs beared by the customer.

During the warranty time replaced workpieces become property by the service provider, without using the workpiece for original purpose.

13 Liability

The service provider's liability under a contract for work and services for damage to the product itself and any further damages shall be limited. In case of a loss or damage event, this liability shall be limited to the duty to remedy defects and to compensate for direct financial losses. The extent of financial loss includes only the compensation of direct losses, insofar as these were directly caused by a proven deliberate or grossly negligent breach of the contractual or pre-contractual duties or other duties of care by the service provider. The service provider's liability for damages is limited to no more than the amount of the refinement price for the damaged workpieces. The service provider shall not be liable for any indirect losses, such as lost profits, loss of output, loss of customers etc. If the refined product is designed for personal use, the service provider is liable under the Swiss Product Liability Act.

14 Exclusion of further liability on the service provider'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 service provider part does not apply to unlawful intent or gross negligence on the part of the service provider but does apply to persons employed or appointed by the service provider 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 service provider (CH-5330 Bad-Zurzach). The service provider, 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.