

1. Validity

These General Terms and Conditions of Sale and Delivery of REWAG are binding insofar as they are declared applicable in the offer or in the order confirmation. Any conditions of the Purchaser to the contrary shall only be valid if expressly accepted by REWAG in writing.

All agreements and legally relevant declarations of the contracting parties must be made in writing in order to be valid.

2. Offer and conclusion of contract

Offer and conclusion of contractThe contract shall be deemed concluded if REWAG has confirmed acceptance of the order in writing by means of an order confirmation after receipt of the order.

Offers without validity are non-binding.

3. Scope of delivery

The order confirmation is decisive for the scope and execution of the delivery and service.

Changes in the scope and execution of the delivery and service compared to the order confirmation already sent to the customer require a new order confirmation.

4. Regulations in the country of destination

The Buyer shall draw REWAG's attention to the statutory, official and other regulations and standards relating to the execution of deliveries and services at the latest when placing the order.

5. Prices

The prices are based on the scope of delivery and services described or on the corresponding specifications, specifications or specifications available to us at the time the order is placed. Deviations from the specified scope are the subject of a separate consideration and are shown in a corresponding supplement to the order or, in the case of guide prices, are fixed after completion of the order.

Unless otherwise agreed, REWAG's prices are net ex works, in CHF (Swiss francs), excluding packaging, transport, measurement reports, insurance and any goods turnover taxes.

REWAG shall be entitled to make reasonable price adjustments if the total costs have changed by more than 2% in the meantime between conclusion of the contract and the point in time.

6. terms of payment

The payment period for the customer in Switzerland shall be 30 days net from the invoice date. Unless otherwise agreed in writing, payment for deliveries to other countries shall be made by means of an irrevocable letter of credit confirmed by a reputable Swiss bank.

Payments are to be made by the purchaser at the domicile of REWAG without deduction of cash discount, expenses, taxes and fees of any kind. Different terms of payment must be specially agreed upon.

In the event of default in payment, REWAG reserves the right to immediately suspend planned deliveries and is entitled to charge default interest of 6% p.a..

7. Delivery dates, delivery

Compliance with the delivery dates presupposes the fulfilment of all contractual obligations by the purchaser.

The delivery period promised by REWaG in the order confirmation shall be extended appropriately if, despite all due care, unavoidable hindrances occur at REWaG or at third parties, such as machine defects, considerable operational disruptions, labour disputes, import and export difficulties or force majeure.

All deliveries by REWaG are made ex works 9205 Waldkirch at the expense and risk of the purchaser. (EXW according to Incoterms 2010).

8. Delivery, transport and insurance

The products are carefully packed by REWaG. The packaging will be charged to the customer.

REWaG must be notified in good time of any special requests regarding dispatch and insurance. Transport shall be at the expense and risk of the customer.

Complaints in connection with the transport must be addressed by the purchaser to the last carrier immediately upon receipt of the delivery or the freight documents.

The insurance against damages of any kind, as well as the conclusion of a transport insurance is incumbent on the customer.

9. Inspection and acceptance of the delivery

The Purchaser must inspect the delivery within a maximum of ten (10) working days of receipt and immediately notify REWaG in writing of any defects. If he fails to do so, the deliveries and services shall be deemed approved.

If the Purchaser does not carry out an incoming inspection and thus delegates quality control to REWaG, responsibility for quality shall only be deemed to have been assumed if this is expressly stated in the order confirmation.

10. Warranty and Liability

REWaG guarantees that the products it delivers are free from manufacturing and material defects.

Warranted characteristics are only those which are expressly designated as such in the order confirmation. The warranty is valid until the end of the warranty period at the latest.

If the products are defective, the customer may demand replacement delivery during the warranty period of two (2) years from delivery or notification of readiness for dispatch, respectively, or rectification of the defect by REWaG. If a defect is not remedied within a reasonable period of time by replacement delivery or elimination of the defect by REWaG, the Buyer may demand a reduction in the purchase price or rescission of the contract.

The warranty expires prematurely if the Buyer or third parties make improper changes or repairs or if the Buyer, if a defect has occurred, does not immediately take all suitable measures to minimize the damage and gives REWaG the opportunity to remedy the defect.

Excluded from REWaG's warranty and liability are damages that are not demonstrably caused by bad material, defective workmanship or other reasons for which REWaG is not responsible.

The purchaser has no rights or claims on account of defects in material, construction or execution or on account of the absence of warranted characteristics.

All cases of breaches of contract and their legal consequences as well as all claims of the customer, irrespective of the legal grounds on which they are based, are conclusively regulated in these terms and conditions. In particular, all claims for damages, reduction, cancellation of the contract or withdrawal from the contract not expressly mentioned are excluded. Liability for consequential damages shall be excluded, unless mandatory product liability provisions prevent this.

11. Language and interpretation

The contract language is German. Only the German text is authoritative for questions of interpretation of these General Terms and Conditions of Sale and Delivery of REWaG. Translations into foreign languages are informative.

12. Severability clause

Should one or more provisions of these General Terms and Conditions of Sale and Delivery be invalid or void, this shall not affect the validity of the remaining provisions.

The void or ineffective provisions of these General Terms and Conditions of Sale and Delivery shall be replaced by a provision that is effective in accordance with the meaning and purpose of these General Terms and Conditions of Sale and Delivery.

13. Place of performance and jurisdiction

In any case of disputes, the parties undertake to first try to reach a solution through an open discussion. Place of performance and jurisdiction for both parties is 9205 Waldkirch. The legal relationship is subject to Swiss law.