

General Terms and Conditions (GTC)

1. General and Validity

An agreement between ZUM WALD, Maschinen- & Apparatebau, 3762 Erlenbach i.S. (UID: CHE-107.201.735) (hereinafter referred to as "ZUM WALD") and the customer shall only come into effect if there is a written order confirmation from ZUM WALD. Deliveries, services and quotations from ZUM WALD shall be made exclusively on the basis of the relevant order confirmation and these GT&Cs. Customers' contradictory terms and conditions (in particular terms and conditions of purchase or procurement) as well as deviations from these GT&Cs shall only be valid if they are expressly agreed by the parties in writing.

The customer undertakes to send ZUM WALD all information and documents that ZUM WALD requires or may require for the provision of the contractually agreed service. The order confirmation shall be verified by the customer as representing an accurate rendering of the information provided, and any deviations shall be reported to ZUM WALD in writing without delay.

ZUM WALD may include in its work the technical information provided by the customer without further verification. Any contradictory written agreements between the parties shall apply notwithstanding.

2. Prices and Terms of Payment

The prices stated in the order confirmation from ZUM WALD are decisive. These prices are understood to exclude packaging, insurance, transportation and sales tax, unless agreed otherwise.

The customer shall pay the amounts invoiced by ZUM WALD within 30 days of receiving the invoice without any deduction. If this payment deadline is not met, the customer shall be regarded to be in default of payment, without requiring any further reminder. The customer expressly waives the right to offset any receivables it may be entitled to from ZUM WALD against receivables that ZUM WALD claims against the customer.

If the goods delivered by ZUM WALD came under the ownership of the customer before payment and if the customer is in default of payment, ZUM WALD shall be entitled to withdraw from the agreement and demand that the goods handed over be returned.

3. Reservation of Title

ZUM WALD is authorized to register a reservation of title until full payment of the amount invoiced by it for the goods that it delivered. The customer shall notify the client of any change in domicile, if such is made before the full payment of the amount invoiced.

4. Delivery, Place of Delivery and Deadlines

The registered office of ZUM WALD shall be the place of delivery and the provision of the goods at this location shall be deemed as the delivery.

Unless agreed otherwise, the delivery and service deadlines specified by ZUM WALD shall be binding. If a delay occurred to delivery and service deadlines agreed as binding, and ZUM WALD is not responsible for this delay, ZUM WALD shall be entitled to an extension to the agreed deadlines in accordance with the delay. If the delay lasts longer than three months, the customer shall have the right to withdraw from the agreement, subject to setting a period of grace of at least 14 days.

5. Acceptance

The customer undertakes to examine and test the goods delivered for defects immediately on receipt. Any defects detected in this process shall be reported to ZUM WALD without delay.

6. Transfer of Risk

The risk relating to the goods to be delivered shall be transferred to the customer as soon as the customer has been notified that the goods have been made available at the place of delivery in accordance with Item 4 above. If transportation is additionally agreed for the goods to be delivered, the risk shall be transferred as soon as the goods are handed over to the persons executing the transport regardless of who is responsible for the transportation.

7. Warranty, Liability

All warranty claims are excluded, insofar as legally permissible. In particular, the customer shall have no right to claim rectification of defects that are not attributable to ZUM WALD and of which ZUM WALD was unaware. Insofar as the grounds for warranty claims are not rectified, ZUM WALD shall have the right of rectification in the event of claims being asserted due to defects. The rectification shall take place at the registered office of ZUM WALD, while the transportation necessary for this and the costs associated with it shall be borne by the customer. Only after failed rectification shall the customer be entitled to claim other statutory rights in the event of a defect.

Warranty claims are not allowed to be assigned to third parties by the customer.

The liability for any losses incurred by the customer in the process of the contractual services shall be ruled out to the legally permissible degree. In particular, the liability for damage shall be ruled out in the event that the customer sustains damage due to slight negligence by employees as well as representatives of ZUM WALD. ZUM WALD shall be expressly liable for the damage that is caused by employees or representatives through deliberate or gross negligence.

ZUM WALD shall only be liable for the damage sustained by the customer by the delay to the delivery and service deadlines if the delay was caused by ZUM WALD through deliberate or gross negligence.

Information from ZUM WALD on the properties and potential uses of the products and services offered by it do not contain any guarantees within the meaning of an assured property, deviating written agreements of the parties remain reserved. The information is based on the general experience and knowledge of ZUM WALD and is a mere guideline or identification. The product specifications as well as any explicitly agreed performance characteristics/applications do not release the buyer from its responsibility to check and test the technological and legal qualification for the intended use of the product.

8. Non-Assignment Clause

The customer shall not be authorized to assign its receivables against ZUM WALD in full or in part, nor may the customer assign to a third party a contractual relationship entered into with ZUM WALD in full or in part. Written approval from ZUM WALD remains reserved in any event.

9. Choice of Law

Swiss law applies exclusively to all contractual relationships between ZUM WALD and the customer - and consequently also to deliveries or services to or in foreign countries. The substantive law of Switzerland (Code of Obligations and Civil Code) has been declared applicable.

If any provisions of these GT&Cs are or become legally invalid or unenforceable in full or in part, the validity of the other provisions shall not be affected.

10. Place Performance, Jurisdiction

The place of performance for all deliveries and services both of ZUM WALD and the customer shall be at the registered office of ZUM WALD.

Jurisdiction for all disputes potentially arising directly or indirectly from the contractual relationship between ZUM WALD and the customer shall be the regional court Oberland in 3600 Thun, Switzerland (Regionalgericht Oberland in 3600 Thun, Schweiz).

01.01.1995

01.01.2005 confirmed (renewed)

01.01.2015 confirmed (renewed)