



## GENERAL PURCHASING CONDITIONS

### GENERAL

**ART. 1.** These general conditions are applicable, except for changes expressly agreed by both parties in writing.

**ART. 2.** By accepting our order, the vendor relinquishes all contrary stipulations contained in his general or special sales conditions, even if they stipulate that they are exclusively valid.

**ART. 3.** **Warranty certificates, prospectuses and publicity communications issued by the supplier or the producer form part of this agreement, insofar as they do not restrict the rights of the purchaser granted to him by the law and this agreement.**

### PRICE

**ART. 4.** The price given in the order may not be changed. It includes all costs, such as administrative costs, packaging, placement and connection, as well as the costs of the necessary accessories.

### DELIVERY DATE

**ART. 5.** The agreed delivery date is of strict application. If the vendor does not deliver the goods on the agreed delivery date at the latest, then the purchaser must, by registered letter, urge the vendor to observe his obligations within 8 days. If the vendor also fails to deliver the goods within this 8-day period, then the purchaser has the choice, again by registered letter, to demand the enforcement of the agreement, or to declare it immediately terminated by rights. In both cases, the purchaser shall be entitled to compensation for the damage suffered. If the purchaser terminates the agreement, the purchaser shall also be entitled to the reimbursement of all sums already paid. If the agreement is terminated by the purchaser, then as of that moment, he shall be entitled to be supplied from elsewhere.

**ART. 6.** In the special case of delivery after the agreed delivery date causing serious financial or non-material damage for the purchaser, or no longer fitting into the special framework for which the purchase was planned, he may, by registered letter, declare the agreement immediately terminated by rights, and supply himself from elsewhere. He shall also be entitled to reimbursement and compensation.

**ART. 7.** The purchaser may never be obliged to accept a partial delivery. The goods must be packaged in the correct manner. The goods must be delivered during normal working hours, unless otherwise agreed. The vendor must ensure that the goods are clearly identifiable at the place of delivery and must refer, in particular, to the specification of the order form.

The signature of the warehouse manager on the delivery chit or any other similar document shall only count as proof of receipt of the goods. It shall not, under any circumstances, count as acceptance of the quantity, quality or good condition of the goods supplied.

### PLACE OF DELIVERY

**ART. 8.** Delivery shall be made at the agreed location. If no place of delivery has been agreed, it shall be made at the specified address of the purchaser.

### QUALITY AND DEFECTS

**ART. 9.** The vendor guarantees that the merchandise supplied is ready for use and free from all visible and hidden defects. He declares that the merchandise corresponds to that stipulated in the agreement, to the normal requirements of usability, reliability and lifetime, to the existing safety standards and to the advertisements and advertising messages of the vendor, importer or manufacturer. Any non-compliance in this respect shall hereafter be termed a defect.

**ART. 10.** If the merchandise has a defect, the purchaser shall normally have a choice between its replacement by other merchandise of the same sort and type and a refund of part the price that is proportional to the defect. If on the other hand, it is a relatively small and rather unimportant defect that has not yet been repaired in vain, then the vendor may confine himself to a repair, provided that it does not harm the normal usability of the merchandise. If the purchaser chooses a replacement, and if the merchandise has been used for at least half the normal period of usage, the purchaser must give the vendor reasonable recompense for the usage thus far. In all these cases, the purchaser shall also be entitled to compensation for the damage caused by the defect.

**ART. 11.** Defects that existed upon delivery, and that the purchaser could reasonably establish after inspection, shall be deemed to have been accepted if the purchaser has not given written notice of objections to the vendor within the month. The vendor must be informed in writing of other defects within 2 months of the discovery of them. At the same time, he must inform the vendor whether he wants the repair, replacement, or refund of a part of the price or the cancellation of the agreement.

**ART. 12.** As soon as the agreement is definitive and the item sold has been adequately specified or defined, the purchaser shall become the owner. As long as the item has not been delivered into the possession of the purchaser, the risk of loss or damage shall remain with the vendor.

**ART. 13.** Within 8 days of the occurrence of an accident or force majeure that delays delivery or timely delivery, or makes it impossible, the vendor must inform the purchaser of this. In such a case, the purchaser shall have the choice to consider the agreement as terminated and to request repayment of all sums already paid or to allow a delay for delivery, insofar as this is still possible.

### METHODS

**ART. 14.** Our reference on the order form must be stated on the invoice, otherwise it shall be returned to the supplier.

### PAYMENT

**ART. 15.** We do not accept cash payments.

**ART. 16.** Payment shall be made in the currency stated in the order, net and without discount, 60 days after the date of receipt of the invoice.

### JURISDICTION

**ART. 17.** The court of the place of residence of the purchaser shall have jurisdiction, unless the law imperatively stipulates otherwise.