



## General Terms and Conditions of Sale and Delivery

All deliveries by Oscar Föh AG shall be made exclusively under the present General Terms and Conditions of Sale and Delivery, the content of which is deemed accepted by placement of an order and in particular by acceptance of the quotations, order confirmations and invoices by Oscar Föh AG. Any ancillary or subsidiary agreement must be in written form.

Any deviating, conflicting or additional terms and conditions or other agreements of or with the Customer shall become part of the contract only if and insofar as Oscar Föh AG has explicitly consented to their validity.

### 1. Prices

The prices offered shall become binding only if the qualities and quantities stated in the offer are likewise accepted unchanged. The prices are calculated on the basis of the costs applicable on the date of the offer. In case of any substantial change in the cost factors, Oscar Föh AG reserves the right to adjust the prices for pending deliveries to the new circumstances. Offers are subject to change and shall not oblige Oscar Föh AG before their confirmation. The prices are exclusive of VAT.

### 2. Transport, shipping costs, packaging, surcharge for minimum quantities

Delivery shall regularly take place from the domicile of Oscar Föh AG, the transport costs being openly charged to the Customer in the invoice. The transport will be performed according to the specifications of the Customer, otherwise in the way and manner which is cheapest and fastest for the Customer. For orders below CHF 80.- (excl. VAT and shipping), a minimum quantity surcharge will be levied. The surcharge shall be CHF 80.- minus the order price (excluding VAT and shipping).

### 3. Blanket orders may be concluded

For blanket orders, the following conditions shall apply:

- Duration: 12 months from the 1<sup>st</sup> delivery, max. 14 months from the order
- In case of exceedance of the term, a surcharge of 12 % for storage and logistics costs will be levied on the invoice amount.
- Goods may be stored for max. 6 months beyond the agreed term.
- The goods will then be delivered at an appropriate cost to the Customer's shipping address.

### 4. Risk and use

Risk and use of the goods shall pass to the Customer when the shipment leaves the domicile of Oscar Föh AG. Deliveries with any transport damage are to be accepted with reservations and reported to the transport organization concerned within the statutory term.

### 5. Return of Goods

Goods ordered and correctly delivered may be returned only after prior agreement by phone and within 10 days from the delivery date. The goods must be returned free domicile to Oscar Föh AG in original condition and in the original packaging, together with the shipping documents. Oscar Föh AG reserves the right to make a deduction of up to 30 % of the value of the returned goods from the credit for the same to account for restocking costs. Goods produced and / or ordered specifically for the Customer will not be taken back.

### 6. Specially designed products

For orders which are not based on list or quotation prices, the Customer expressly acknowledges pricing by result. Moulds and tools produced shall remain the property of Oscar Föh AG. For special items (serial production), Oscar Föh AG shall be entitled to production-related quantitative under- or over-deliveries of up to 10 %.

### 7. Extent of the obligation to deliver

The estimated date of delivery shall not be binding; Oscar Föh AG will make its best endeavours to keep it. In case of force majeure and other circumstances outside the control of Oscar Föh AG, the same shall disclaim any responsibility for such failure or delay of delivery. Force majeure shall primarily include total or partial shut-down of suppliers, mobilization, war, strike, fire, entry into force of import prohibitions and quota restrictions and any substantial increase in import duties.



## 8. Payments

The invoices shall be due within 30 days from the date of issuance without any deduction, unless expressly agreed otherwise. After elapse of these 30 days, Oscar Föh AG shall be entitled to charge the Customer default interest, fees and collection costs in addition to internal costs amounting to CHF 150.-/h.

## 9. Retention of Title

The materials supplied by Oscar Föh AG shall remain property of the same until full payment of the agreed purchase price. By signing the purchase contract, the Customer authorizes Oscar Föh AG to take all necessary measures in order to establish the retention of title in legally valid form, in particular to enter it into the appropriate register without any participation on the part of the Customer.

## 10. Warranty and quality control

Oscar Föh AG warrants the quality of its goods only insofar as it answers for defects in material or workmanship during the statutory warranty term by repair or replacement at its own discretion. Claims for damages, rescission of the purchase or reduction of the purchase price are excluded. Defects shall be notified in writing immediately upon receipt of the goods, but no later than within 8 days after delivery of the same; in case of hidden defects, the notification is to be made immediately upon discovery of the defects.

## 11. Guarantee

Because of the manifold applications which cannot be controlled by Oscar Föh AG, the same cannot guarantee the lifetime of its products. The components sold by Oscar Föh AG are subject to the manufacturer's warranty.

## 12. Copyright, patents and trademarks

All patent, trademark and other intellectual/industrial property rights, as well as know-how and practical experience, as manifested, inter alia, in drawings and descriptions, shall remain the property of Oscar Föh AG. They must not be reproduced, used or disclosed to third parties without express permission.

## 13. Applicable Law and Venue

The exclusive venue for all disputes arising from the contractual relationship of Oscar Föh AG and its customers shall be the court of competent jurisdiction at the domicile of Oscar Föh AG. The present contract shall be governed exclusively by Swiss law, excluding the CISG (United Nations Convention on Contracts for the International Sale of Goods of April 11<sup>th</sup>, 1980).

Oberbüren, March 3<sup>rd</sup>, 2017/GL