

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. GENERAL TERMS AND CONDITIONS OF SALE

These general conditions apply to all orders. When the customer places an order, they shall be deemed to have been accepted.

2. DELIVERIES

Our offers are informative and non-binding. The sales contract is only valid with the order confirmation of HILBA. Changes to the contents of the order confirmation require written approval. Partial deliveries are permitted. The estimates, drawings and other documents that we provide to our customers remain the property of HILBA. Our intellectual property rights are expressly reserved. The customer undertakes not to disclose the same to third parties. The relevant documents must be returned on simple request or automatically if the contract is not awarded. Delivery deadlines: The agreed delivery dates are ex works. A precondition for compliance is that all documents which the customer is required to submit are received by us in a timely manner. We expressly retain our right for reasons of prevention which do not depend on our will, such as force majeure, the partial or total destruction of production facilities, strikes or delays in delivery by our suppliers. Any liability for delayed deliveries is excluded.

3. FREIGHT FORWARDING

The freight forwarder of the goods is at the customer's expense and risk.

4. PRICE

The price is net ex works; VAT and packaging are not included. In the event of a change in the costs of the goods and wages in the period from the order confirmation to the scheduled delivery, we reserve the right to adjust the price. All additional costs, especially freight, insurance, export documentation, shall be borne by the customer.

5. PAYMENT CONDITIONS

30 days all net. In addition to the terms of payment contained in the order confirmation, the customer also acknowledges the following provisions: any fees and collection charges shall be borne by the customer; any complaints or claims shall not entitle the customer to withhold expired payments; if there is any doubt as to the customer's solvency, we shall be entitled to amend the terms of payment and to lay down new conditions, for example by requesting an advance payment or guarantees or by not carrying out delivery. Checks and bills of exchange will only be regarded as payment after definitive collection has taken place. In the event of late payment, we shall be entitled to charge the customer interest on arrears from the due date until the effective date of receipt of payment, as well as the costs of the delay in payment.

6. RESERVATION OF PROPERTY

The goods delivered by us remain our property until full payment of our claims. The goods may not be seized prior to full payment, nor may they be the subject of a transfer of ownership.

7. TOOLS

The tools, equipment and apparatus which the customer pays for in part shall remain our property. If the customer does not place any further orders within five years of the last delivery, we shall be free, unless otherwise agreed, to dispose of the tools and equipment or to destroy them at will.

8. RESPONSIBILITY FOR FAULTS

Notices of defects of any kind must be made in writing within 8 days of receipt of the goods. Complaints will no longer be accepted after this period. If a notice of defects is made in a suitable form and within the prescribed period, we are obliged, at our option, to remedy the defects free of charge by replacing the goods with faultless products or by reimbursing the customer for the reduced value of the goods, always at our discretion. Other claims for compensation of damages, cancellation of the contract or damages of any kind, in particular for damages occurring at a later stage, are excluded.

9. WARRANTY

The service life of our products essentially depends on the surrounding conditions and operating data of the drive system. A wide range of possible applications therefore does not allow a general statement to be made about the service life. For long-term operation, the suitable drive can be selected taking into account the relevant factors.

10. PLACE OF FULFILMENT

The place of fulfilment and place of payment are the company headquarters of HILBA. For both parties the competent court is the place of jurisdiction of HILBA, i.e. Villmergen. Swiss law applies. Should any provision of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid clause would have to be replaced by another clause that is compliant with the law.