

W-Mesh GmbH - General terms of Sales

1. General

1.1 These terms of delivery are binding on all supply contracts and any contractual negotiations relating to such contracts, if declared applicable in the offer or order confirmation. Terms of the customer to the contrary shall only apply insofar as they have been expressly approved by W-Mesh GmbH in writing.

1.2 The contract shall be concluded on confirmation by W-Mesh GmbH that it accepts the order. Bids by W-Mesh GmbH which do not contain any acceptance deadlines shall not be binding.

1.3 Objections to confirmation have to be asserted in good time (before the start of production).

1.4 All agreements and legally relevant declarations between the customer and W-Mesh GmbH have to be in writing in order to be valid.

2. Technical documentation, tools and samples

2.1 Technical documentation is to be binding without any further agreement.

2.2 Each party to the contract shall retain all the rights to technical documentation, tools and samples which it has granted to the other party. The receiving party to the contract will recognize such rights and will not, without having obtained the prior written authorization of the other party to the contract, place these goods, in whole or in part, at the disposal of third parties or use them for a purpose other than that for which they have been delivered.

2.3 The customer shall not acquire any title to these goods even by the remuneration of the costs of technical documentation, tools or samples, and in particular no rights of publication, duplication, revision and commercialization.

2.4 The customer gives a warranty to W-Mesh GmbH that the performance of orders following the samples and drawings of the customer will not result in infringement of the property rights of third parties.

3. Regulations in the country of destination

The customer is obliged to notify W-Mesh GmbH in good time of the legal, official and other regulations which apply to performance of the contract.

4. Inspection of the goods and services supplied W-Mesh GmbH will inspect the goods and services supplied within the normal limits of its process control system (ISO 9001:2008 Quality System). If the customer demands extensive inspections, a separate agreement is to be reached regarding them and they are to be paid for by the customer.

5. Delivery time

5.1 The delivery time shall start as soon as the order has been accepted by W-Mesh GmbH and all technical points have been settled.

5.2 The delivery time shall be reasonably extended:

- if the information required by W-Mesh GmbH for performance of the contract is not received in time, or if the customer subsequently changes it;

- if agreed terms of payment are not met, letters of credit are opened too late, or the necessary import licenses are not received by W-Mesh GmbH in time;

- if hindrances occur which Wängi Mesh AG cannot prevent despite using the required care, regardless whether they affect W-Mesh GmbH or the customer or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilisation, war, revolution, serious breakdown in the works, accidents, labour conflicts, late or deficient delivery by subcontractors of raw material, semifinished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities or public bodies, natural catastrophes, acts of God.

6. Packaging

W-Mesh GmbH will use uniform cardboard boxes. Any special packaging must be stipulated and will be charged for.

7. Delivery, transport and insurance Unless otherwise made agreements supply and transportation are on general risk of the recipient.

Freight and packaging costs are based on a separate written agreement.

8. Additional or short deliveries No objection can be made to additional or short deliveries within the agreed tolerance. The quantity actually supplied will be charged for.

9. Warranty, liability for defects

9.1 W-Mesh GmbH hereby warrants that the products delivered will be free from defects in material and workmanship.

9.2 The warranty for the specified characteristics will last for two years and shall commence on delivery. For organic products and products containing organic parts the warranty period shall be limited to the specified durability of such products.

9.3 The warranty shall be prematurely terminated if the customer or third parties undertake improper modifications or repairs or if, in the event of a defect occurring, the customer fails to take all the appropriate measures to minimize the loss and does not give W-Mesh GmbH opportunity to rectify the defects.

9.4 Objections relating to quantity and recognizable defects must be made in writing within eight days, while objections relating to non-recognizable defects must be made within eight days of discovery.

9.5 Only those characteristics shall be guaranteed which are confirmed as such in the technical documentation and/or in the confirmation of the order. The warranty shall at most apply until expiration of the warranty limitation period.

9.6 Any loss which is not demonstrably the fault of W-Mesh GmbH, such as losses due to natural wear, failure to observe operating instructions, overloading, inappropriate operating material, chemical or electrolytic effects, etc. are excluded from the warranty and liability of W-Mesh GmbH.

9.7 In case delivered products are defective during the warranty period, the customer may request for compensation delivery or elimination of defect by W-Mesh GmbH.

9.8 If a defect according to Article 9.7 is not eliminated or compensated by W-Mesh GmbH within a reasonable period, the customer may ask for price reduction or annulment of the contract.

9.9 Not mentioned claims for compensation, for reduction, for termination and for withdrawal of the contract are excluded. W-Mesh GmbH shall not be liable for any direct, indirect, consequential or incidental damages that are not arisen on the product, including damages for loss of business information, loss of profits, production interruption and the like, subject to the compelling product liability law.

10. Preservation of title

10.1 W-Mesh GmbH shall retain title to all the goods and services it supplies until it has received full payment according to the contract.

10.2 W-Mesh GmbH entitled, with customer's participation, to apply for registration of the reservation of the proprietary right.

10.3 The customer will keep the goods supplied in good order and repair at his own expense during the period of reservation of title. He will be liable to W-Mesh GmbH for theft, breakage, fire, water and other risks. He will, moreover, take all the measures necessary to ensure that the title of W-Mesh GmbH is neither impaired nor avoided.

11. Prices

11.1 The prices set only reflect the goods and services specified in the contract.

11.2 Additional expenditure caused by the customer owing to subsequent amendment of the order will be charged for in addition in accordance with the expenditure incurred.

11.3 Tools, samples, drawings and other preparatory work will be charged for separately even when no order arises out of the bid.

11.4 Inspection which is in excess of normal levels and special packaging must be agreed and paid for separately. Authentications of any kind (certificates of origin, supporting documents, confirmations etc.) shall be at the expense of the customer.

11.5 Wängi Mesh AG reserves the right to charge a reduced quantity supplement.

12. Terms of payment

12.1 The terms of payment shall be understood to be for 30 days net unless agreed and confirmed otherwise. In the case of payments which are not received in time, W-Mesh GmbH reserves the right to charge default interest.

12.2 Any foreign bank charges incurred shall be borne by the customer.

13. Non-performance of the supply contract

13.1 If the customer does not meet his obligations, W-Mesh GmbH shall be entitled, after having given prior written notification, to suspend work on other goods or services to be supplied to the same customer or to withdraw from the contract, and the customer shall be obliged to return goods and services already delivered. W-Mesh GmbH shall be entitled to claim the following compensation: a) All debt enforcement and copying fees and legal, withdrawal and transport costs. b) Default interest on the total amount of the contract for the period from the due date up to resettlement. c) Compensation for the reduction in the value of the withdrawn goods. W-Mesh GmbH expressly reserves the right to assert further claims to restore its position under the contract and make good any loss owing to defect.

13.2 The customer can only withdraw from a contract with the written consent of W-Mesh GmbH.

14. Place of jurisdiction and applicable law

14.1 The place of performance and place of jurisdiction for all disputes arising from the contract or these terms of delivery shall be Horgen. W-Mesh GmbH shall, however, be entitled to safeguard its rights before any appropriate court or any authority in Switzerland or other countries.

14.2 The legal relationship shall be governed by substantive Swiss Law.