



# Sales and delivery conditions

**Hartchromwerk Brunner AG**

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July 2017 version



## **1. General**

- 1.1. Our delivery obligations are based on our order confirmation. The purchaser is not entitled to withdraw from the order under any circumstances.
- 1.2. Our terms of delivery and sale shall apply even if they are not explicitly acknowledged or other terms are invoked against them.

## **2. Offers and prices**

- 2.1. Our offers and prices are understood to be ex works St. Gallen, without any deductions of any kind.
- 2.2. Our price settings are non-binding and are dependent on current costs for salaries, materials, energy, etc. If these were to change significantly at the time of delivery, we reserve the right to make an amendment.
- 2.3. We reserve the right to invoice the customer for any additional costs incurred, in particular for any additional work arising due to poor material (e.g. where there are deformations, cracks, etc.).

## **3. Material**

- 3.1. The customer must supply the workpiece to our factory in St. Gallen in perfect condition suitable for finishing, along with the associated technical documentation. This must be done on time and at their own expense.
- 3.2. Where possible, workpieces that do not conform to the agreed condition will be pre-processed at the customer's expense. The required work will only be carried out after the customer has given their written agreement.
- 3.3. We do not accept liability of any kind for damage arising from or caused by the effects of chromic acid.

## **4. Delivery / Insurance**

- 4.1. Our deliveries are made ex our St. Gallen works (EXW according to Incoterms 2010), for the account and at the risk of the customer.
- 4.2. The agreed delivery deadlines can only be adhered to if there are no disruptions to manufacturing facilities. Overruns of the given deadlines do not entitle the purchaser to demand compensation or to withdraw from the contract.
- 4.3. Transport insurance for incoming and outgoing transport is not covered by us.

## **5. Terms of payment**

- 5.1. Unless otherwise agreed in writing, payment is to be made net within 30 days as from the date of the invoice, without any deduction, by transfer to our bank account.
- 5.2. Reduction of credit worthiness shall result in payment being due immediately. In this case, we reserve the right only to make further deliveries in return for cash on delivery or advance payment.



## **6. Warranty**

- 6.1. We guarantee that our finishing work will be completed to an impeccable standard.
- 6.2. We do not accept any liability for damage which is due to material defects.
- 6.3. Where poor base material is supplied, any responsibility to achieve quality hard chromium-plating does not apply.
- 6.4. Before work is started, we must be made aware of processing exhibited by ground or honed surfaces, along with workpieces designed with metals that are sensitive to chromic acid or seals.
- 6.5. The warranty period is 12 months as from the date of delivery, ex works St. Gallen.
- 6.6. We must be notified in writing of any complaints at the latest within 3 days of receipt of the goods. If the workpiece that is the subject of the complaint has undergone modifications of any kind without our approval, any claim is invalid.
- 6.7. We must be given the opportunity to carry out an in-depth follow-up inspection. If we accept the complaint, we will carry out reworking at our factory free of charge. We must be granted a reasonable period of time to do this.
- 6.8. Any further claims for damages, and in particular claims for loss of profit or production downtimes, are explicitly excluded.
- 6.9. Compensation for material which has become unusable during processing is excluded.

## **7. Place of performance / applicable law / place of jurisdiction**

- 7.1. The place of performance for all obligations arising from this contractual relationship is St. Gallen.
- 7.2. Swiss law shall apply to all our deliveries.
- 7.3. The place of jurisdiction is St. Gallen.