

# GTC General Terms and Conditions of SF-Filter AG

GTC General Terms and Conditions of SF-Filter AG, following named «SF-Filter»

## 1. Field of application

All our offers, sales and services in Switzerland and Lichtenstein are exclusively subject to the following "Terms and Conditions". They form an integral part of the contract. Different or additional terms are only valid if agreed upon in written form.

## 2. Offers

Offers, illustrations, materials and dimensions, in brochures and catalogues, are not binding. Offers without validity period are subject to alteration. An offer with validity period is valid for the period indicated; the offer is binding as long as the order is received by the supplier within this period.

## 3. Order / Delivery Date

All oral and written orders are accepted if they were either delivered or confirmed by the supplier. The supplier shall be entitled to make partial deliveries at any time depending on the availability of the product. Cancellations and claims for compensation for any delay in delivery or non-delivery shall not be permitted.

## 4. Prices

Unless otherwise agreed upon, the price at the day ordered shall be applicable. The supplier reserves the right to adjust prices at any time. All prices are net excluding VAT, packaging, transportation and delivery costs. The additional costs for special requests shall be borne by the customer. For orders below the minimum order value we charge a minimum quantity surcharge plus VAT.

## 5. Delivery

Delivery is from Bachenbülach. For all deliveries, the customer bears the risk of transportation. The benefit and risk of the product shall pass to the customer by leaving the warehouse. This also applies to partial deliveries. SF-Filter can refuse delivery if there are debts due.

## 6. Sale by sample

Sales by sample shall be charged, special arrangements are reserved. If the buyer returns the goods within 2 months, a credit note is granted depending on the condition of the returned goods.

## 7. Terms of Payment

Unless otherwise agreed upon in written form, invoices shall be paid within 30 days, net without any deduction. For installations from CHF 30'000, the General Conditions of Swissmem (Swiss association of mechanical and electrical engineering industries) shall be applicable. Unless otherwise agreed upon in written form, the price shall be paid in the following instalments: One third as advance payment within one month after receipt of the order acknowledgement by the customer, one third on expiry of two thirds of the agreed delivery time, the remainder within one month after supplier's advice that the supplies are ready for dispatch. The supplier shall remain the owner of all supplies until having received the full payments in accordance with the contract. Retention, set off or reduction of payments due to a defect, delivery delays or a counter-claim not recognized by the supplier are not allowed.

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## 8. Notice of defects

The customer must inspect the condition of the supplies as soon as feasible in the normal course of business and, if he discovers defects for which the seller is liable under warranty, must notify him without delay, but not later than within 8 days.

## 9. Guarantee, liability for defects

The guarantee period is 12 months. It starts after supplier's notification that the supplies are ready for dispatch. Excluded from suppliers' guarantee and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, building or erection work not undertaken by the supplier, or resulting from other reasons beyond suppliers' control. The supplier shall not become afflicted for secondary damages of any kind. Mobile filtration: The supplier guarantees for the quality of all filters delivered and is liable within the scope of the authoritative legal regulations for engine troubles provided that the sole defective cause lies evidentially by a delivered filter. The customer loses his guarantee if he or a third carries out repair work on the product without previous written approval of the supplier. Remedial action shall be conducted after choice of the supplier through rectification or additional delivery. Unless the customer or a third was authorised by the supplier to carry out the rectification no duty exists for the supplier to bear the costs of the assembly and the removal. If instructions provided by the supplier are not followed correctly by the customer or a third party, any liability of the supplier is excluded. Possible damages are to be announced within 24 hours. The rejected filters including the spare parts shall be made available to the supplier within 8 days to be checked. Industrial filtration: the General Conditions of Swissmem (Swiss association of mechanical and electrical engineering industries) shall be applicable for industrial filters, machines and constructions.

## 10. Return of goods

The customer has no right to return goods properly delivered by the supplier. A return needs our explicit approval. Goods and packaging are only taken back in flawless state. For treatment and storage expenditure the supplier can charge a fee.

## 11. Place of performance, jurisdiction and applicable law

The place of performance and jurisdiction for both the customer and the supplier shall be at the registered office of the supplier. The supplier shall, however, be entitled to sue the customer at any other jurisdiction the applicable law grants. The contract shall be governed by Swiss Law. The German version of this terms and conditions is authoritative.