



General conditions of sales Jentschmann AG

1. Field of Application

Any deliveries and services provided by Jentschmann AG will be based exclusively upon these conditions. Verbal agreements which vary from them will be valid only if they have been confirmed in writing by both parties. If for legal reasons any particular condition cannot be enforced, all other conditions will remain in force, binding both parties.

2. Commencement of Contract

An order is considered to be accepted, when it has been confirmed by Jentschmann AG in writing. Any conditions contained in the confirmation of the order, constituting a supplement to these Payment Conditions and Terms of Delivery, are equally applicable. Any changes in the specifications of machines or the terms of delivery must be notified by the customer in writing within 8 days of confirmation of the order and must be acknowledged by Jentschmann AG before having effect.

3. Prices

Unless stated expressly to the contrary, prices are quoted in Swiss Francs. Charges will be invoiced at the rates quoted in the confirmation of order. Obvious errors in pricing or calculation will be rectified by Jentschmann AG and the effect borne by the customer.

4. Payment

Unless otherwise agreed, invoices in the net amount due, are payable within 30 days of the date of invoice. Letters of credit and bills of exchange can only be accepted as payment instruments following specific prior agreement. Any costs for payment commission, confirmation or discounting of bank cheques, bills of exchange or letters of credit will be charged to the customer.

5. Delivery

Delivery dates and times are to be considered approximate. They are subject to unforeseen circumstances that may adversely affect fabrication or delivery. The buyer may only revoke his order where Jentschmann AG are unable to fulfil the total scope of their commitment. In such cases no right to damages will accrue to the customer.

6. Shipment

Goods are dispatched at the buyer's risk. Jentschmann AG will normally arrange for transport risk insurance cover at the buyer's expense, unless informed by the buyer in writing that transport insurance cover has been arranged by him. The buyer may not reject a shipment solely on the grounds of damage. In such cases Jentschmann AG must be notified as soon as possible of any damage or loss in transit, and in any case no later than 8 days from receipt of the merchandise.

7. Retention of title

Delivered goods remain the property of Jentschmann AG until full payment or the encashment of cheques, bills of exchange or letters of credit tendered as payment has been effected.

8. Technical alterations

Jentschmann AG reserves the right to make technical alterations for the purpose of improvement or changes brought about by suppliers' changes without prior notice. These will not invalidate the contract.

9. Liability for defects

Defects must be notified to Jentschmann AG immediately upon delivery, and, in any case no later than 8 days after delivery. If this condition is not complied with, Jentschmann will be entitled to consider the merchandise to be fully in accordance with the customer's specification and the contract conditions. In the case of notified defects which involve possible failure to meet warranted standards, the Warranty Conditions of Jentschmann AG which form an integral part of the purchase contract, are applicable. Notification of defects does not entitle the buyer to withhold payment due under the terms of the contract

10. Place for performance and exclusive place of jurisdiction

The place of performance and the exclusive place of jurisdiction for both contracting parties, also for any transactions involving cheques, bills of exchange and letters of credit, is Zurich. Swiss law is to apply on all matters relating to the contract.