

General Terms and Conditions of Delivery of Rüegg Cheminée Schweiz AG

1. General provisions

The following terms and conditions shall apply to all deliveries of Rüegg Cheminée Schweiz AG or any other subsidiary of Rüegg Cheminée Holding AG, CH-8340 Hinwil (hereinafter referred to as „Supplier“) within Switzerland and the EU. The Purchaser acknowledges these terms and conditions by placing the order with the Supplier. Any deviations are only legally valid if confirmed by the Supplier in writing. As regards deliveries outside of Switzerland, the Purchaser shall notify the Supplier of any statutory or other provisions or guidelines and standards, etc. which are to be observed when fulfilling the contract.

2. Order confirmation, changes in the order, annulment, reservation of title

The Supplier's written confirmation of order shall be decisive for the scope and performance of delivery. Materials or additional services that are not included in the confirmation of order will be charged separately. The Supplier's written consent is required for any changes in the order and annulments. The resulting costs are to be borne by the Purchaser.

The Supplier retains the ownership of its deliveries until full payment and, in the event of late payment by the Purchaser, is entitled to rescind the contract and to demand return of any unpaid products already delivered. In addition, the Purchaser authorises the Supplier to enter a corresponding reservation of title in the register of ownership or any other public books and registers and it undertakes to cooperate in this registration and any other measures that are necessary to protect the property of the Supplier.

3. Prices and terms of payment

The prices listed in the Supplier's documents are subject to change without notice. Otherwise, the prices and terms of payment indicated in the offer shall apply. In the event of a price increase, the prices specified in the confirmation of order are valid for not more than 3 months from the effective date of the price increase. The payment dates confirmed are to be adhered to even if any delays occur after dispatch of the shipment ex works. It is not permitted to reduce or retain any payments due to complaints, credit notes not yet issued or counterclaims not recognised by the Supplier. The payments are also to be made if unimportant product parts are missing, but if use of the delivery is not made impossible, or if rework in the delivery is required.

4. Illustrations, dimensions, weights and design

Illustrations, dimensions and weights are non-binding. Warranted properties are only product properties that are explicitly designated as such in the order confirmation or in the product specifications of Rüegg (assembly/operating instructions and measurement sheets). A warranty applies no longer than by the end of the warranty or guarantee period. We reserve the right to make design changes. Materials can be replaced by any other equivalent materials. Binding measurement sketches are to be requested in particular cases. Drawings and other documents remain the property of the Supplier who reserves the copyright.

5. Delivery period

The delivery date will be indicated in the order confirmation as accurately as possible and complied with. The Supplier cannot be held responsible for delays in delivery caused by force majeure, strikes and delays in deliveries from sub-suppliers.

The confirmed delivery date is conditional upon the agreed payment terms having been met. Claims for compensation or annulments of orders due to late deliveries are not accepted. In any case, the day of delivery is the loading date ex works, whereby the Supplier is also entitled to make part deliveries.

6. Shipment

If no other type of shipment is indicated in the order confirmation or has been agreed upon in writing, all deliveries are effected „ex works“ (EXW) according to the INCOTERMS 2010 (i.e. ex works in Esztergom, Hungary or ex other locations of the Supplier in the EU or in Switzerland).

Unless the Supplier has agreed to delivery „carriage paid to“ (CPT, the Supplier is entitled to choose the means of transportation. Such deliveries are made to the place of destination specified in the order confirmation (purchase order address or building site). If this place is not accessible by lorries, the Purchaser shall designate an alternative place of delivery in due time. The Purchaser has to bear any additional transportation costs if these were caused by any special requests of the Purchaser (express, specific arrival times, etc.). A reasonable small quantity premium will be charged on small deliveries of accessories and spare parts.

In any case, i.e. regardless of whether the parties have agreed upon EXW, CPT or any other type of delivery, (1.) the benefit and the risk shall pass to the Purchaser on departure of the shipment ex works, (2.) complaints due to transport damage must be made immediately with the forwarder (Camionneur, post service, etc.) (with a copy to the Supplier), (3.) the Purchaser is responsible for the unloading from the lorry's loading ramp.

7. Inspection and acceptance of the delivery

The Purchaser is obliged to inspect the goods immediately after their receipt. If the goods do not correspond to the order confirmation or the delivery note or if they have visible defects, the Purchaser is obliged to declare this in writing within 8 days from receipt; otherwise the delivery is deemed to be accepted by the Purchaser. Later complaints are not accepted by the Supplier.

The Purchaser shall notify us of any defects that cannot easily be detected as soon as they are identified, but at the latest before expiry of the warranty or guarantee period. Complaints have no impact on the term of payment and give the Purchaser no right to unilaterally reduce the purchase price.

8. Warranty

The statutory warranty obligations or the Supplier's separate written warranty provisions shall apply to the flawless condition of the products delivered.

The warranty or guarantee does not include any damage caused by force majeure, system concepts, designs and operating methods on the part of the end user, which are not in line with the state-of-the-art technology, non-compliance with the Supplier's technical guidelines, material requirements, assembly and operating instructions for project planning, assembly, operation and maintenance as well as improper work of third parties. In addition, components and operating materials that are subject to natural wear or tear (seals, electrical components, etc.) are excluded.

The Supplier will perform its warranty or guarantee obligations at its option by either repairing defective parts or providing spare parts ex works at no additional cost. Any other rights for defects and claims for compensation on the part of the Purchaser are explicitly excluded. In particular, the Purchaser is not entitled to claim reimbursement of replacement costs, damages, costs for the determination of damage causes, expert opinions, consequential damages, except in the event of the Supplier's unlawful intent or gross negligence.

The aforementioned obligations only apply if the Supplier is notified promptly and properly of any damage incurred. The warranty and guarantee claims shall lapse if the Purchaser or a third party performs changes or repairs in the delivered goods without the Supplier's written consent.

9. Applicable law and place of jurisdiction

The legal relationship between Rüegg and the Purchaser shall be subject exclusively to substantive Swiss law, to the exclusion of the Vienna Sales Convention. The exclusive place of jurisdiction shall be Hinwil (Switzerland), but the Supplier is also entitled to pursue its claims at the general place of jurisdiction of the Purchaser.

Hinwil, 23.3.16. Replaces all previous versions.