

General Terms and Conditions of delivery and payment

1. Application

For all our sales, deliveries and services the below mentioned conditions, in the order named, are decisive in compliance with all mandatory legal and regulatory requirements:

- 1.1 The description of deliveries and services as per our offers or our order confirmations.
- 1.2 Where applicable, for individual contracts specifically and expressly agreed contract terms.
- 1.3 For the delivery of software the delivery conditions of the manufacturers apply, in particular with respect to usage- and license rights.
- 1.4 The below mentioned general conditions of delivery and payment.
- 1.5 The General Terms of Delivery of the Association of the Electrical Industry Switzerland.

These general conditions are an integral part of each purchase contract and take precedence over any conditions of purchase of a customer.

2. Validity of our offers

- 2.1 We reserve the right to change our price lists and conditions of sale at any time without notice, effective immediately.
- 2.2 Unless otherwise agreed we keep bound on specially prepared offers for four weeks.

3. Pricing terms

The prices of our price-list and offers are to be understood as net prices, without VAT (legal value added tax). The minimum order value is CHF 100,-. Pricing term is ex works Schaffhausen, costs for packing and despatch excluded. Packing will be charged at net cost price. Disposal of the transport packaging is done by the customer. The stated packaging costs are balanced by the disposal costs. The despatch takes place "freight collect". Prices are calculated on basis of the herein mentioned terms and conditions. Raw material and currency related adjustments remain reserved.

4. Payment conditions / Regulations

- 4.1 Products of the technical delivery business: 30 days net. Longer payment terms as per separate agreement remain reserved.
- 4.2 Customer services, services, software 30 days net
- 4.3 Systems, plant engineering, projects:
40% 8 days after order confirmation, net
60% 30 days after delivery, net

5. Categories of deliveries and services

- 5.1 Vetter GmbH >EUROTHERM< Catalogue products
K 1: Individual devices of the technical delivery business, Measuring-, control- and regulating systems, process control systems and services in connection with the delivery of the mentioned components and systems.
K 2: Repairs, customer services, spare parts, construction parts, components, consumables, external products and not catalogue products, as individual product or as a part of plants.
K 3: e.g. Computer, Electronic-modules, contactors, relays, transformers

6. Warranty

The warranty period on the supplies and services rendered by us is, from the date of transfer of risk for goods and services, according to category

- K 1: 24 Months
- K 2: 3 Months
- K 3: 12 Months or original manufacturer warranty

The extent of warranty is limited, at our option, to free repair/ replacement of the product in our factory. The warranty obligation for software is limited to reproducible defects. Vetter GmbH >EUROTHERM is not liable for damages of any kind arising from the usage or the utilization of the Software and/or its documentation. The warranty does not extend to application technology-related errors as well as on devices and systems, where, by non-authorized persons (not delegated by us), interventions were made, especially not on the adaptation of the control response to the application-specific properties of the controlled system (e.g. controller optimization).

7. Contract cancellation by the customer

Properly ordered and delivered goods are, as a basic principle, not taken back. In case of cancellation of the buyer, 25% of the net sales prices plus any expenses for the work-up will be charged in the technical delivery business.

Difficulties arising after acceptance of the order entitle us, depending on our choice, to change the terms of payment, extended delivery time or withdrawal from the contract, without compensation consequences of any kind. In case of contract cancellation by the customer, however, any configuration costs are fully payable.

8. Additional services and advice

If the customer takes advantage of our customer service, our customer service conditions and charging rates are valid and applicable. We provide compensation-free advice and services (this does not apply to warranty claims under point 6), to the best of our knowledge and ability, however, liability and warranty claims of any kind are excluded, if we are not mandatorily liable according to law.

9. Prices, errors, Modifications

The price list means an offer without engagement. Deviations and changes of prices and configurations are possible. The prices will become binding only by a written offer and confirmation.

10. Exclusion of further liability

All claims of the customer except those in these conditions, regardless of which legal justification they are, in particular, any claims not expressly mentioned for damage-compensation, reduction or cancellation of the contract, are excluded. In no case there exist rights of the customer for compensation of damages that did not occur with the delivered item itself, such as loss of production, loss of use/effectivity, loss of orders, loss of profit as well as other direct or indirect consequences (consecutive damages).

11. Applicable law:

The contract is subject to Swiss law, place of performance and jurisdiction: CH-8200 Schaffhausen.

Services and repairs

1. Commercial basis of contract

The services are based on our general delivery and payment conditions that also regulate warranty claims.

2. Services

2.1. Repair prices are available on request at the factory Schaffhausen

2.2 Quick run of repairs

- Express repair CHF 200.-

2.3 Cost estimate quotation without repair order

- Device returned without repair CHF 80.-

2.4 Loaned device during repair upon request

2.5 Repair charge on a time and material basis CHF 170.-/h

3. On-Site service

Work- and set-up times on time and effort:

Service engineer	CHF 170.-/h
Sales / Consulting / Training	CHF 170.-/h
Service technician	CHF 130.-/h

Travel times:

-Travel costs to and from the customer CHF 120.-/h

Surcharge in the time from:

- 19.00 to 7.00 h	+ 50 %
- Saturday	+ 50 %
- Public Holiday	+ 100 %

Travel expenses / Surcharges:

- Costs to and from customer, car-use	CHF 1.-/km
Triggering and smaller ancillary costs in case of absence:	
- more than 6 to 10 hours	CHF 35.-
- more than 10 hours	CHF 70.-/day

Overnight stays:

- lump sum at least CHF 140.- per overnight stay or proven costs.

4. Payment conditions:

30 days net

5. Warranty:

3 Months

6. Conditions and cost rates for services foreign countries:

on demand