

Terms of delivery and payment

1 General

Swiss law shall be the basis for any offers and orders with national and international customers, with the below contract terms being exclusively decisive. Our offers are always non-binding; any orders placed, which the purchaser is bound to for four weeks, shall only become effective upon our written confirmation.

Quotations, drawings and any other documents will remain our property.

Partial deliveries are permissible. Any unforeseen impediments to delivery, such as cases of force majeure, strike, business disruptions or shortage of raw materials in our own field or in those of sub-suppliers, transport difficulties, etc., shall entitle us to suspend the delivery obligation in whole or in part or to withdraw from the contract in whole or in part. The purchaser shall not be entitled to claims for damages or a right of withdrawal. The occurrence of unforeseen impediments always extends a delivery period in reasonable manner.

Delivery periods and deadlines are rough estimations and non-binding. Any binding delivery periods and deadlines shall be subject to written agreement. A delivery period is met if by its expiry the delivery item has left our warehouse or if the purchaser has been informed of its readiness for dispatch, respectively.

Our written order confirmation shall be decisive for the scope of delivery, with excess and short deliveries of up to 10% remaining reserved. Any dimensions, weights, illustrations and drawings as well as other documents belonging to the offers are only rough estimations unless explicitly declared as binding.

Minimum order value = EUR 50.00, below we will invoice a minimum quantity surcharge of EUR 20.00.

Design explicitly subject to change. Export shall only be permissible upon our written consent.

We may withdraw from the contract or demand payment before delivery in spite of the agreed terms of payment if we receive a credit report about the purchaser considered unfavorable by us.

2 Prices

All prices apply ex contractor's factory/warehouse and are without obligation. Value added tax is charged additionally. In the event of price increases in the meantime, the prices valid on the day of delivery shall be regarded as agreed, without the purchaser being able to derive any rights therefrom. Any default of payment and insolvency proceedings make all rebates and discounts granted void.

Our buying price shall be decisive for the calculation of the copper surcharge.

3 Shipping and transfer of risk

Shipping is always made for receiver's account and on receiver's risk, even in the event of "post paid" deliveries, with the risk being transferred to the purchaser upon handing over the delivery item to the carrier, forwarder or collector and even in case of transport with our own vehicles at the latest when leaving our warehouse. On the purchaser's written request, we can insure the cargo against breakage, transport damage, fire and other damage at his/her cost. Unless otherwise stipulated, we will determine the shipping method at our own discretion. We charge packaging at cost price. We deliver orders with a net value of over EUR 150.00 free receiving station or port within the Federal Republic of Germany. Any extra costs due to a shipping method determined by the purchaser shall be borne by him/her.

4 Payment

Unless otherwise agreed in writing, payment of the purchase price must be made within 30 days from date of invoice without deduction. Bills of exchange of any kind will only be accepted on account of payment upon special agreement and subject to their discountability. The value date is the day on which the counter-value is available. Any discount charges, stamp duties and collection fees shall immediately be paid by the purchaser.

Late payments entitle us to demand a default interest of 4% above the respective Lombard rate or a contractual penalty of 1% per month, reserving the assertion of further claims for damages.

The deduction of discount is not permissible if unpaid invoices for previous deliveries are still due.

When accepting bills of exchange, we shall not be liable for timely submission of and passing on of charges for bill protests. In the event of non-compliance with the terms of payment or if we get to know any circumstances after conclusion of contract which in our opinion reduce the purchaser's creditworthiness, any receivables shall immediately become due irrespective of the period of possibly accepted bills of exchange.

In such a case, we are entitled to perform any pending deliveries and services only against prepayment and by way of security or to withdraw from the contract after expiration of a reasonable period of grace.

5 Retention of title

We reserve the ownership of all delivery items until full payment of any receivables due to us from the business relation with the purchaser. In the event of open accounts, the entire goods subject to retention of title shall serve as a security for the balance claim. If the value of securities in our favor exceeds the receivables claimed from the purchaser by more than 25% of the goods subject to retention of title, we are obliged to release securities at his/her option upon purchaser's request. The purchaser must neither give the delivery item in pawn nor pledge it as security. Attachment and seizure or any other disposition by third parties of the delivered merchandise must immediately be communicated to us with submission of an attachment record as well as an affidavit of the attached item. Any intervention costs shall be borne by the purchaser.

Resale of the goods subject to retention of title shall only be permissible in the regular course of business. The purchaser already assigns to us any claims due to him/her from the resale including any ancillary rights in full until fulfillment of all our claims arising from the business relation. On request, he/she shall state the names and addresses of buyers and quantify the respective receivables. We may request the purchaser to notify the customer of the assignment.

In the event of late payment or payment difficulties, we may demand immediate surrender of all goods not yet sold. Enforcement of the retention of title as well as attachment of the delivery item by us shall not be regarded as withdrawal from the contract unless barred by compelling legal stipulations. Goods will be taken back at the proceeds obtained in the open market, maximum, however, at the delivery price. Any further claims for damages shall remain reserved. We may demand provision or increase of securities at any time.

Retention of payments or setting off against purchaser's receivables disputed by us shall be excluded.

6 Warranty

AXING grants a 24-month warranty. We only deliver goods corresponding to our offer unless other terms have been agreed when placing the order. The purchaser must examine any delivered items immediately after arrival for external defects and for shortfalls. These must be communicated in writing within eight days after arrival of the goods specifying order number and delivery number. Failure to do so shall void any purchaser's claims.

In the event of justified notices of defect, we either take back the merchandise against credit note of the amount invoiced or deliver a substitute within a reasonable period at our discretion, also being entitled to grant the purchaser a credit note amounting to the reduced value instead of this.

Any further purchaser's claims derived from defects, particularly claims for compensation of any kind, shall be excluded. Notices of defect shall only be permissible within eight days after receipt. Any invalid term shall be replaced by a stipulation by which the economic purpose aimed at in the invalid term is accomplished in the closest possible way.

7 Call-off orders

Unless otherwise explicitly agreed, we grant a period of six months for call-off orders from the day of placing the order. If the buying period has expired, we are entitled either to deliver and invoice the merchandise or to withdraw from the contract or to claim damages for non-performance at our discretion.

8 Returns

Returns on the purchaser's part not attributable to our fault will only be accepted upon prior agreement.

The transport costs shall be borne by the purchaser in this instance.

In this case, a credit note for the returned goods is issued by deducting a processing fee.

9 Collateral obligations

Prior to and after conclusion of contract, we provide suggestions and advice and fulfill contractual collateral obligations to the best of our knowledge, for which, however, our liability shall be excluded, just as for possible failure to do so.

10 Place of fulfillment and place of jurisdiction

Regarding any rights and obligations resulting from the business relation with us, particularly also regarding any payments, the registered office of AXING AG shall be the place of fulfillment for both contractual parties.

The place of jurisdiction for any lawsuits, for whatever legal reason, even for lawsuits with regard to bills of exchange and checks, shall also be the registered office of AXING AG for both contractual parties.

We are also entitled to file actions against the purchaser at his/her general place of jurisdiction, even abroad.

The above also applies towards all those being liable for the purchaser's obligations.

Payments to our representatives and agents shall only be effective if they submit written authority to collect.

Should any of these contractual terms be or become legally ineffective, the order shall remain unaffected. The above stipulations will remain in force independently.

Effective May 2015