



# General Conditions of Supply.

## Heberlein Technology AG.

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Bleikenstrasse 11  
9630 Wattwil  
Schweiz

T +41 71 987 44 44  
F +41 71 987 44 45  
info@heberlein.com  
www.heberlein.com

#### 1. Offer

Unless a time limit for acceptance is indicated, our offers are not binding.

#### 2. Conclusion of Contract

An order will be regarded as accepted only when confirmed by us in writing. This applies also to transactions made by our representatives and agents.

#### 3. Scope of Delivery

The scope and execution of deliveries are determined by our confirmation of order. Any contract services not mentioned therein will be charged for separately.

#### 4. Prices

Unless otherwise clearly stated in our order confirmation, all prices are to be considered as being net, plus the Swiss Value Added Tax where applicable, ex works, without packing charges and without any deductions.

#### 5. Terms of Payment

Unless otherwise agreed, payment is to be made at the domicile of the supplier without deduction of discount, expenses, tax, charges, fees, duties or anything similar within the payment deadline stated in our commercial invoice. In the case of late payment, the purchaser is considered to be in default of payment without our explicit reminder. In such cases, we reserve the right to charge interest on arrears at a rate that is at least 4% above the 3 months Libor rate for the Swiss Franc. If payments are delayed we shall be entitled to withhold further deliveries.

#### 6. Reservation of Title

The goods remain our property until the agreed price has been paid in full. The lex rei sitae will apply in accordance with international private law.

#### 7. Delivery Dates

The period agreed for deliveries commences upon complete commercial and technical clearance of the order and completion of any official formalities that may be required. We undertake to abide by the agreed delivery dates whenever possible but without any guarantee on our part. The purchaser is not entitled to any compensation claims whatsoever nor may goods ordered be refused for acceptance if delivery is delayed by force majeure or unforeseen events. Unless otherwise agreed in advance, any contractual penalties are excluded.

#### 8. Inspection and Acceptance of Deliveries

The goods are inspected by us during manufacture. Unless agreed otherwise, the purchaser shall inspect the delivered goods within 10 days of receiving them and notify any defects to us in writing immediately, giving full details of the shortcomings. Without written notification submitted by the purchaser, the delivery is automatically deemed to be accepted with all consequences. Acceptance may not be refused on account of minor defects. The purchaser must give us an opportunity to remedy any defects as promptly as possible in the event of a delivery not conforming with the contract. Any and all further purchaser's claims of whatever kind are excluded.

#### 9. Delivery

Deliveries will be made as agreed in writing and in accordance with the INCOTERMS 2020®. If dispatch is delayed or made impossible for reasons beyond our control, the goods will be stored at the purchaser's risk and expense.



#### **10. Guarantee**

The period of guarantee for all products of the Heberlein® programme is 12 months. Exceptions thereof are the products of the HemaJet, TexJet and SlideJet jet programme to which a 24 month period of guarantee applies. The guarantee period commences when the goods leave the factory. The guarantee does not apply to typical auxiliary materials and wear parts. At the specific written request of the purchaser we will commit ourselves to improving or replacing at our own discretion all parts insofar as these are proven to be damaged or unusable as a result of bad materials or faulty design. We shall be liable only for those costs that arise by repairing or replacing the damaged parts in our factory. Parts that are replaced shall become our property. If the parts cannot be repaired or replaced in our factory, all additional costs arising therefrom shall be borne by the purchaser. Any and all further claims by the purchaser on account of defective delivery, especially for damages and cancellation of the contract are excluded. The guarantee does not apply to any damage arising from normal wear and tear, faulty maintenance, failure to follow operating instructions, excessive strain, unsuitable operating means and other causes for which we cannot be held responsible. The guarantee expires when the purchaser or a third party undertakes modifications or repairs to the goods. With regard to deliveries by third parties our guarantee is limited to the obligations under the guarantee given by the subcontractor. Any liability to the purchaser or his customer for any loss or damage is excluded to the full extent permitted by law.

#### **11. Proprietary Rights**

All of the Heberlein® products which are protected by proprietary rights (patent, design) are listed under: [www.heberlein.com](http://www.heberlein.com)

#### **12. Third-Party Proprietary Rights**

If we shall deliver goods according to drawings, models or designs which were supplied to us, the purchaser warrants that the manufacturing and delivery of such goods does not infringe any proprietary rights of third parties. The purchaser shall hold us fully harmless from any and all third-party claims and is obligated to assume any and all damage which may arise from the infringement of third-party proprietary rights.

#### **13. Place of Performance and Jurisdiction, and applicable Law**

The place of performance and jurisdiction for both ourselves and the purchaser is Wattwil / Switzerland. However, we reserve the right to proceed against the purchaser at the place of its registered office. The contractual relationship is subject to Swiss substantive law, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as the principles of conflict of laws established by the Federal Act on International Private Law (IPLA).

#### **14. Validity**

These general conditions of supply are valid and exclusively applicable to the contractual relationship, even if they conflict with any other conditions of the purchaser. Any differing conditions of the purchaser will apply only if and insofar as they have been confirmed and acknowledged by us in writing.

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