

**Rev. 13.8.21 RST / D / E / F**

## **General Terms and Conditions**

### **General**

The contractual terms set out below shall apply to all purchase, exchange and service contracts, work supply contracts, work contracts and similar which we conclude or intend to conclude with the purchasers of our goods and services. Contractual terms deviating from the above shall only be binding on us if we have expressly agreed to them in writing or if they comply with mandatory law. As a matter of principle, we are not bound by the purchaser's terms and conditions of purchase, even if we do not object to them. Upon placing an order, the purchaser automatically accepts these General Terms and Conditions of Sale and Delivery.

### **Prices and offers**

Invoice amounts are to be paid net and without any deductions no later than 30 days after the invoice date. After expiry of this period, Sterki AG shall be entitled to charge interest on arrears of 5 %. The retention of payments due to any claims arising from the purchaser as well as the set-off with possible counterclaims are excluded. In the event of partial deliveries, the same provisions shall apply.

If the purchaser commissions STERKI AG with the development of a project, but after submission of the offer does not assign its execution, STERKI AG shall be entitled to demand payment of the project planning costs from the customer.

These costs shall be invoiced in the amount of the actual time spent. Costs for basic clarifications and offer preparation are excluded.

### **Minimum order value**

The minimum order value is CHF 50 per order. If this amount is not reached, the difference is added to the order value.

### **Retention of title**

The goods remain the property of Sterki AG until the day of payment in full. Sterki AG has the right to register the retention of title in the competent register at the expense of the purchaser.

### **Terms of delivery**

All deliveries are made at the expense and risk of the purchaser. Any claims for damages or cancellation of the order as a result of a delay in the delivery cannot be recognised. Sterki AG is not obliged to insure the goods against transport damage. Unless otherwise agreed in writing, deliveries shall be made FCA, i.e. as soon as the goods leave the Wolfhausen factory, the risk lies with the purchaser.

We reserve the right to make partial deliveries and to invoice them separately. If the delivery is postponed at the request of the purchaser, Sterki AG shall be entitled to adjust the prices on which the order is based.

### **Compliance with export control provisions**

Deliveries may be subject to Swiss and/or foreign legal provisions and regulations on export controls. In such case, they may not be sold, hired out or transferred in any other way or used for any purpose other than the agreed use without an export or re-export permit from the competent authority. The purchaser undertakes to comply with such provisions and regulations. The regulations are subject to change and shall apply to the contract as amended from time to time.

### **Complaints**

Complaints must be made immediately or no later than 8 days after arrival of the goods, otherwise the delivery is deemed to have been accepted. Consignments with transport damage are to be accepted with reservations and reported to the transport company concerned within the statutory period for the recording of facts. Sterki AG shall only be liable for defective material to the extent that Sterki AG, at its discretion, either takes back the parts delivered, the service rendered or delivers new parts. A claim for redhibitory action or price reduction shall only exist if the defect cannot be remedied. The warranty does not include compensation for incidental expenses such as installation and removal costs, transport and follow-up costs, etc. All verbal and written information on the installation and use of our products is given to the best of our knowledge, without thereby assuming any liabilities. Damage caused by gross negligence and improper handling is not covered by the warranty. In all other respects, the warranty conditions of the respective manufacturer apply. In principle, there is no warranty claim for electronic components.



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## Returns

As a general rule, returns or exchanges can only be made if this has been agreed with us in advance. We require a copy of the delivery note or invoice for all returns. Furthermore, every return must be justified. Only undamaged and unassembled new parts in the original packaging can be returned. Opened sets will not be accepted. Parts ordered specially for the purchaser and custom-made products will not be taken back. Costs for returns shall be borne by the sender.

## Warranty period

The warranty period is 12 months. It begins with the dispatch of the deliveries ex works. If dispatch is delayed for reasons for which Sterki AG is not responsible, the warranty obligation shall end at the latest 18 months after the confirmed delivery date. In the case of services, the warranty begins after completion of the service provision and lasts for 12 months. For replaced or repaired parts, the warranty obligation shall end upon expiry of the original **warranty obligation in accordance with the previous paragraph. The warranty shall expire prematurely if the purchaser or third parties carry out improper modifications or repairs or if the purchaser, once a defect has occurred, does not immediately take suitable measures to mitigate the damage and gives Sterki AG the opportunity in writing to remedy the defect.**

## Disclaimer:

Electronic data, drawings, diagrams or other documents which are passed on by a manufacturer via Sterki to the claimant may, despite the best possible examination, contain errors for which neither the manufacturer nor Sterki accept any liability or compensation.

## Liability for defects in material, design and workmanship

Sterki AG undertakes, to the exclusion of any other claims, at the written request of the purchaser, to repair or replace as quickly as possible, at its option, all parts of the supplies of Sterki AG which are proved to have become unusable by the expiry of the warranty period as a result of defective material, faulty design or defective workmanship.

Replaced parts shall become the property of Sterki AG. Sterki AG shall bear the costs of rectification incurred in its works. Costs of replacement and repair outside Sterki AG's works shall be borne by the purchaser unless otherwise agreed in writing.

Sterki AG shall only be liable for defective material to the extent that Sterki AG, at its discretion, either takes back the parts delivered, the service rendered or delivers new parts. The warranty does not include the reimbursement of ancillary expenses such as installation and removal costs, transport and follow-up costs, etc.

## Liability for assured characteristics

Liability is only assumed for those characteristics which have been expressly designated as such in the order confirmation. The assurance shall apply at the longest until the expiry of the warranty obligation, unless a longer period has been assured. If the assured characteristics are not fulfilled or are only partially fulfilled, Sterki AG shall be entitled to carry out repair work. The purchaser shall grant Sterki AG the necessary time and opportunity to carry out this work. If this repair is not successful or it is only partially successful, the purchaser is entitled to an appropriate price reduction.

## Exclusions from liability for defects

Excluded from the warranty and liability of Sterki AG are damages to the products supplied by Sterki AG which can be proved not to have arisen as a result of poor material, faulty design or defective workmanship, such as damage due to wear and tear (breakage and general wear and tear as well as overload, weather conditions, air pollution, EMC), insufficient maintenance, disregard of operating instructions, excessive use, unsuitable operating equipment, chemical or electrolytic influences, interference with other products, systems or services as well as due to any other reasons for which Sterki AG is not responsible.

## Deliveries and services of sub-suppliers

For deliveries and services of sub-suppliers commissioned by the purchaser, Sterki AG shall assume the warranty only within the scope of the warranty obligations of the sub-suppliers concerned.

## Exclusivity of warranty claims

The purchaser shall have no rights or claims on account of defects in material, design or workmanship or on account of the absence of assured characteristics, in particular no claims for redhibitory action or price reduction unless the defect cannot be remedied.

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**Liability for secondary obligations**

Sterki AG shall only be liable for claims of the purchaser due to defective advice and the like or due to violation of any secondary obligations in case of unlawful intent or gross negligence.

**Work safety**

The purchaser shall inform STERKI AG prior to the start of work (e.g. commissioning, service work) if there are any specific instructions on work safety. In the case of service and repair work on complex machines and vehicles, the purchaser shall provide an experienced machine operator / driver for the commissioning and function check on site free of charge.

**Credit notes**

We will credit you for the full amount, including postage and packaging, for parts that we have delivered incorrectly or defective, provided they are returned to us within 8 days. For later returns, we reserve the right to deduct a restocking fee. We will credit you with a restocking fee of 20 % for parts incorrectly ordered by you or for other reasons for return. You will still be charged the postage and packaging costs. Electronic components will not be accepted; no returns are possible. Returns worth less than CHF 20 cannot be credited due to cost reasons.

**Place of performance and jurisdiction**

The place of performance and jurisdiction is Wolfhausen.

**Final provisions**

Any disputes shall be governed exclusively by Swiss law and the place of jurisdiction shall be Wolfhausen. Should individual provisions of these Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.

Wolfhausen, August 2021