

# General Delivery Conditions



## Feintool Group companies

**Feintool Technologie AG Lyss**  
 Industriering 3, CH-3250 Lyss  
 Fax: +41 (0)32 387 52 88  
 E-mail: feintool@feintool.com

**Feintool Research & Development AG**  
 Industriering 6, CH-3250 Lyss  
 Fax: +41 (0)32 387 53 31  
 E-mail: feintool-research@feintool.com

**Heinrich Hebel**  
**Werkzeug- und Werkzeugbau AG**  
 Professionsstrasse 21, CH-6045 Jona SG  
 Fax: +41 (0)58 225 34 34  
 E-mail: ssm@hebel.ch

**ISA Automation Korbay AG**  
 Aile Lyss-Strasse 7, CH-3270 Aarberg  
 Fax: +41 (0)32 385 36 71  
 E-mail: isa@isa-automation.ch

## General Delivery Conditions

valid as from 1 January 2004

### 1. General conditions

1.1. These delivery conditions are binding if they are declared as applicable by any of the Feintool Group companies mentioned above (hereinafter referred to as "Supplier") in the offer or the order confirmation. Any deviating conditions stipulated by the Customer are only valid if they have been explicitly accepted in writing by the Supplier. They apply exclusively in commercial business transactions.

1.2. The contract is concluded on receipt of the written order confirmation issued by the supplier which accepts the order. Offers which do not include a period of validity are non-binding.

1.3. All agreements and legally significant statements of the contractual parties are only valid in written form.

1.4. If any stipulation in these delivery conditions proves to be fully or partly invalid, the contractual parties will replace it with a new stipulation which comes as close as possible to the legal and commercial sense of the original.

### 2. Scope of supplies and services

2.1. The supplies and services of the Supplier are exhaustively detailed in the order confirmation, including any attachments thereto. The Supplier is authorized to make changes that lead to improvements to the extent that such changes do not cause any increase in price.

2.2. All supplementary services require the written and explicit confirmation of the Supplier.

### 3. Plans and technical documentation

3.1. Leaflets, brochures and catalogues are non-binding unless otherwise agreed. Details given in technical documentation such as drawings, calculations, descriptions and illustrations are only binding if explicitly described as such.

3.2. If one of the contractual parties provides drawings and technical documentation about the object of supply or its production prior to or after conclusion of the contract, they remain the property of the party that submits them.

3.3. If a contractual party receives drawings, technical documentation or other technical information, it may not be used without the agreement of the other party except for the processing of an offer or an order, as well as assembly, commissioning, use or maintenance of the object of supply. Such documents may not be used for other purposes, copied, reproduced, handed out to third parties or published in any form without the prior written authorization of the party which submitted them.

3.4. Drawings, technical documentation or other technical information on offers which do not lead to an order must be returned without delay to the Supplier.

### 4. Stipulations in country of destination and safety measures

4.1. The Customer must notify the Supplier at the latest with the order of the applicable regulations and norms regarding execution of supplies and services, operation as well as sickness and accident prevention.

4.2. In the absence of any other agreement, the supplies and services comply with the regulations and norms of the domicile of the Customer, as indicated to the Supplier per 4.1. above. Any additional or different protective instruments are only delivered to the extent explicitly agreed between the contractual parties.

### 5. Prices

5.1. Unless otherwise agreed, all prices are net, ex works, without packaging, in freely available Swiss Francs without any deductions whatsoever. All ancillary costs, e.g. for freight, insurance, export, transit, import or other permits as well as certification are for the account of the Customer. The Customer also carries the costs of all kinds of tax, duties, charges, customs duties, etc. which arise in connection with the contract or must refund them to the Supplier against the relevant documentary proof if the Supplier has been required to prepay them.

5.2. Prices or supplementary charges for free domicile, FOB, C&F, CIF and other Incoterms are non-binding and may be increased if the relevant tariffs rise.

5.3. The Supplier reserves the right of amending the price if, between the point in time of the offer and fulfillment of the contract the wage rates or prices for material change. In such a case, the price adjustment is in accordance with the enclosed sliding-price formula of the Association of Swiss Machinery Manufacturers (VSM).

A reasonable adjustment of price also takes place if

- the time of delivery is subsequently delayed for one of the reasons mentioned in § 3.1. below, or

- the type or scope of the agreed supplies or services are subjected to changes, or

- the material or design has changed because the documentation supplied by the Customer did not reflect the true circumstances or was incomplete.

### 6. Payment conditions

6.1. Payments are to be made by the Customer in accordance with the agreed payment conditions at the domicile of the Supplier without deduction of discounts, expenses, taxes, duties, charges, customs duty, etc. In the absence of any other agreement, the price is to be paid in the following instalments:

- one third as a deposit within one month of receipt of the order confirma-

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