

1. We place orders based on these purchasing terms and conditions. Supplier terms and conditions do not become part of the contract, even if we fail to expressly object to them. Should we accept goods and / or services without an express objection, this does not constitute acceptance of the supplier's delivery terms and conditions under any circumstances.
2. Only written orders are legally binding. Amendments and endorsements to a contract, including these terms and conditions, must be in written form in order to be effective. This also applies to a waiver of this written form requirement. All exchanges of information must be in the German or English language.
3. Suppliers are required to accept orders promptly by submitting an order confirmation in paper or electronic form, with the following minimum content: Order size, quantity, price, delivery date and specifications. Order confirmations that are submitted electronically are considered binding with or without signature(s). Should the supplier fail to accept our order within 5 working days after it is received, we are no longer bound by our order.
4. The agreed delivery dates are binding. The supplier is required to notify us promptly in writing about the reasons for and expected duration of foreseeable delays. We are entitled to legal claims in case of late delivery.
5. A delivery note / packing list must be included with each delivery. If the delivery address deviates from our head office, CH-8630 Rüti, a copy of the delivery note must be sent to our head office at the same time the delivery is shipped.
6. The supplier guarantees that all goods and / or rendering of services are state-of-the-art and comply with the applicable laws, regulations and guidelines in Switzerland and the EU. Should deviations be required on a case-by-case basis, our prior written consent must be obtained. Warranty obligations are not limited by said consent. The supplier is obligated to provide us with the applicable operating instructions and safety data sheets for the goods and / or services at the time of delivery, and / or to submit them to us electronically. Documentation must be provided in the English language and additional other languages according to the respective order. The supplier exempts us from all third-party recourse claims insofar as the supplier fails to provide the operating instructions and safety data sheets, or fails to provide them completely or in a timely manner. This also applies to any supplementary performance or replacement deliveries.
7. The warranty term is 24 months from the delivery of the goods and / or services. Apparent defects are to be reported to the supplier promptly, as soon as they are noted in the ordinary course of business. When there is an impending risk of unusually high damages due to defects in the goods and / or services, we may rectify the defects ourselves without prior consultation with the supplier. This does not affect the warranty obligations. The required costs incurred as a result are borne by the supplier. We are also entitled to warranty claims according to the applicable laws.
8. If claims are asserted against us for a violation of official safety requirements or based on domestic or foreign product liability regulations or laws because of a defect in our product, we have the right to demand compensation for damages from the supplier insofar as said violation can be traced back to the goods and / or services delivered by the supplier. Damages also encompass the costs of a recall. The supplier is required to implement state-of-the-art quality assurance measures, suitable in terms of type and scope, and to provide proof of implementation upon request. The supplier is required to obtain adequate insurance coverage for all product liability risks, including the risk of recall, and to provide us with the insurance policy for inspection upon request.
9. Order confirmations, delivery notes and invoices must include our article numbers and order numbers.
10. Invoices are paid after receipt and verification of the goods and / or services, within 60 days net from the receipt of the invoice.
11. All drawings, models, samples, calculations and other documents provided by us for the purpose of delivering orders remain our property. They must not be made accessible to third parties without our prior written permission and must be returned free of charge upon request. We hereby expressly point out to the supplier that said order documentation may be protected by copyright, so that any duplication etc. is prohibited under copyright law.
12. The supplier guarantees that no third-party proprietary rights are violated by using the goods and / or services. The supplier hereby exempts us and our customers from third-party claims for any violations of proprietary rights, and bears all costs incurred in this context. This does not apply to violations of proprietary rights caused by the production of components, software and services that were fully specified by us (e.g. in detailed drawings, software libraries, product photos etc.).
13. If costs for models, fixtures, moulds, dies etc. are included in the price for the goods and / or services or separately billed by the supplier, said items become our property upon payment and must be delivered to us promptly upon request.
14. The supplier is obligated to cooperate within the scope of statutory export control. Should the supplier be aware that goods and / or services ordered by us are included in current export lists, the supplier is obligated to notify us unasked of the respective export list including the export list number.
15. The supplier only has a right of retention and set-off in case of undisputed or legally established claims, insofar as they result from the same contractual relationship. Receivables may not be assigned without our prior written consent.
16. If insolvency or similar proceedings are requested and / or commenced regarding the assets of the supplier, we have the right to withdraw from the contract in whole or in part; this does not constitute grounds for any claims against us.
17. When hazardous substances or hazardous goods are delivered, the supplier is deemed to be the consignor pursuant to the applicable legal regulations, even for the return of transportation equipment and special containers, e.g. empty gas cylinders, empty uncleaned tanks and other packaging / bulk packaging materials.
18. Should any provisions prove to be or become legally ineffective, the effectiveness of the remaining provisions shall remain unaffected.
19. Unless otherwise agreed upon, the place of fulfillment for deliveries is our head office at CH-8630 Rüti.
20. The laws of Switzerland apply, without respect to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply. The exclusive jurisdiction is Zurich, Switzerland.