

General Sales and Delivery Terms

1. Coverage

For deliveries and services of swiss-sonic only the following conditions are valid. Differing verbal agreements are only valid with written confirmation. In an article of these conditions out of force for legal reasons, the remaining stay all the same binding.

2. Conclusion of contract

An order is only accepted after written order confirmation by swiss-sonic.

3. Scope of delivery

For extent and execution of deliveries and services, only the order confirmation of swiss-sonic is binding. Changes regarding extent and execution by swiss-sonic are possible in respect of optimising quality or functionality.

4. Prices

All prices are in Swiss francs (CHF), as far as no other written agreement is settled, ex factory, unpacked, without insurance and value added tax V.A.T. Invoiced are the prices mentioned in the order confirmation. Obviously false prices or calculation errors may be corrected by swiss-sonic and have to be accepted by the customer.

5. Payment

All invoices are, as far as no other written agreement has been settled, payable net within 30 days after receipt of the delivery or service. The payment by the customer has to go to the bank dedicated by swiss-sonic without any deduction like cash discount, fees, taxes or dues of any kind. For contracts over CHF 20'000.-- differing order-related payment conditions are valid.

Letters of credit and bills of exchange as payments are only accepted with special agreement. All costs for confirmation and payment of L/Cs or discounting checks, bills of exchange or L/Cs are at the expense of the customer.

6. Delivery

The confirmed date of delivery or delivery time is approximate and respected by swiss-sonic as far as possible. It is understood under reservation of unforeseen obstacles that affect production and delivery.

The customer may cancel the contract if swiss-sonic is no more in a position to fulfil the entire achievement of the contract. The customer has no demand of damage compensation of any kind in such a case.

7. Dispatch / Transport / Insurance

Dispatch and transport occur at risk and danger of the customer. Eventual complaints regarding transport have to be addressed by the customer immediately after receipt of the goods or forwarding documents to the last forwarding agent.

The customer is obliged to receive also a damaged delivery. Transport damage or loss of a delivery has to be notified immediately but latest within 8 days to swiss-sonic. Otherwise the delivery is supposed being in order.

Without explicit instruction by the customer, swiss-sonic itself is choosing the kind of packaging, means of transport and transportation route.

Requires the customer the conclusion of a transport insurance, costs and expenses are invoiced.

8. Reservation of proprietary rights

The delivered goods remain property of swiss-sonic until full payment or encashment of checks, bills of exchange or letters of credit given in lieu of payment.

Property of swiss-sonic.

The customer is obliged to take all measures for protection of the goods. In particular to insure against theft, damage, fire, water and other risk.

9. Technical modifications

Technical modifications for improvements or necessary due to sub-contractors may be applied without notice. They do not allow the customer to cancel the contract.

10. Production of ultrasonic tools

Die casting plastic parts may vary due to shrinkage, warping, tolerance, production process etc. from the original construction drawings or CAD data. Therefore swiss-sonic manufactures ultrasonic tools generally only after availability of the original parts.

Requires a customer the manufacturing of an ultrasonic tool according to a technical drawing or CAD data without availability of the original parts, all necessary modifications or not applicable welding tools will be invoiced at full price.

11. Examination and acceptance

The deliveries have to be examined by the customer within 8 days. Eventual deficiency has to be notified immediately to swiss-sonic. Otherwise the delivery is supposed being in order. Notification of defect does not authorise the customer to negate his payment obligation.

12. Verification / warranty

Swiss-sonic grants a warranty period of 1 year after delivery date for all standard products for one shift application (8 hours/day).

Warranty expires prematurely if the customer or a third party execute inappropriate modifications or repairs without consultation and acceptance of swiss-sonic.

For customised designed and manufactured equipment, machines and components, warranty is agreed contract respectively product related.

Excluded of warranty are wear parts like sonotrodes, welding supports, blank holders, ejectors etc. as well as all parts that encounter ultrasonic.

13. Legislation

For the present contract only Swiss legislation is binding.

14. Place of fulfillment and jurisdiction

Place of fulfillment and only legal venue for both parties, also for check, bill of exchange or L/C commercial operations is domicile of swiss-sonic.

15. Final provisions

Swiss-sonic accepts no other contract, sales or delivery terms as the present. The customer disclaims explicitly of his own general business conditions.

Acceptance of an order by swiss-sonic does not include the business conditions of the customer also when they are mentioned in the order.

16. Amendment

Swiss-sonic reserves the right to modify the present sales and delivery terms at any time.

Arbon, January 1st, 2011