

General Terms and Conditions of Sale



1. General, Binding nature

- a. These terms of sale and delivery for all business of WZWOPTICAG are binding and apply to the exclusion of all others if they are declared to be applicable by WZWOPTICAG in the offer or in the order confirmation.
- b. Different terms of business, in particular those of the customer, and departures from the present conditions are binding only to the extent that they are expressly accepted in writing by WZWOPTICAG.
- c. In existing business relationships the terms of sale also do apply to all future agreements to be concluded.

2. Offer, Conclusion of contract

- a. Offers by WZWOPTICAG are subject to confirmation and non-binding.
- b. Offers are valid for three months from the date of issue.
- c. Small orders are offered by WZWOPTICAG from a minimum sales value of CHF500.
- d. Until the contract has been concluded, all documents delivered with the offer remain the property of WZWOPTICAG and their utilization is not permitted. From the time the customer receives the documents, he/she must also make sure that third parties do not have sight of them.
- e. The contract between WZWOPTICAG and the customer is concluded with the written order confirmation. Any additional verbal agreements, supplements and modifications are also subject to confirmation in writing for being effective.
- f. Technical modifications due to production techniques or further developments are reserved and permissible if they do not affect the function specified by WZWOPTICAG.

3. Frame contracts

- a. WZWOPTICAG offers frame contracts with a minimum sales value of CHF 10'000.
- b. Frame contracts must have a fixed period of validity, with start and end date, an extension of the validity/end date is excluded, no longer than 11 months.
- c. With the lapse of the end date, WZWOPTICAG is entitled to shipment and invoice of all products remaining on call.

4. Cancellation

- a. In the event the customer cancels all or any part of an order, WZWOPTICAG is entitled to charge cancellation costs in the amount of the expenses incurred by then as well as a pro-rata loss of profit.
- b. This amount is meant to cover in general the costs incurred and is not intended as a penalty.

5. Prices and terms of payment

- a. WZWOPTICAG prices are valid in the currency as confirmed with the purchase order confirmation to the customer.
- b. Conversions of Swiss francs into other currencies for offers are done at the rate of the day. WZWOPTICAG is entitled to a price adjustment in the event of changes in cost factors by more than 2% from date of offer to date of purchase order confirmation, or by more than 5% until date of contractual delivery.
- c. Prices are quoted net ex-works, excluding value added tax and without any deductions. Unless otherwise agreed, all ancillary costs such as packaging, freight, insurance etc. shall be charged to the customer.
- d. The customer must pay all fees, charges, customs duties and taxes pertaining to the delivery.
- e. Invoices are payable 30 days from the date of the invoice, strictly net.
- f. Discounts and rebates will be issued by agreement in writing only, and strictly before the purchase order confirmation.
- g. Payment by offsetting against counter-claims is permitted only if such counter-claims are expressly acknowledged by WZWOPTICAG or established with due legal effect.
- h. On expiry of the period for payment, WZWOPTICAG is authorized without prior warning to charge interest on arrears in the normal commercial amount, subject to a minimum of 8% per annum.
- i. Claims or complaints do not justify the retention or reduction of payments.
- j. In the event of payment default, WZWOPTICAG shall have the right, at its sole discretion, to withhold delivery of products until full payment of all arrears.
- k. WZWOPTICAG is entitled to monitor the creditworthiness of the customer by standard methods. In case of doubt of creditworthiness of the customer, WZWOPTICAG is entitled to revoke agreed payment terms and to demand advance payment for open shipments.
- l. Offer and purchase order confirmations to new customers will be issued on advance payment terms only.

6. Commission jobs

- a. Where the customer supplies the materials for processing, WZWOPTICAG will perform the work with utmost professional diligence, but at the customer's risk.
- b. WZWOPTICAG cannot be held liable for any breakages, unintended manufacturing mishaps or defective materials.

7. Consignment and packaging

- a. Delivery of the goods is effected pursuant to Incoterms 2010 – FCA Balgach, for the account and at the risk of the customer.
- b. Evidence of proper packaging is deemed to have been provided when the goods have been taken over without complaint by the forwarding agent, carrier or post.

- c. If damage is visible on receipt of a consignment or if transport damage to the goods becomes apparent when they are unpacked, the customer must notify the carrier without delay and arrange for a damage report to be drawn up. The absence of an official damage report releases WZWOPTICAG from any obligation to the effect of replacement.

8. Delivery lead-time, delays

- a. The delivery lead-time starts to run as soon as the contract has been concluded, all the details necessary for its performance have been received by WZWOPTICAG and provided that payments have been made by then as agreed.
- b. In the event of force majeure, strike, accident, substantial production interruptions or measures taken by the authorities affecting WZWOPTICAG or its suppliers or servants which make on-time delivery impossible, the delivery lead-time shall be extended accordingly.
- c. The delivery lead time shall also be extended if the customer subsequently changes the purchase order or is late in performing his contractual obligations and responsibilities, in particular if he fails to provide necessary documents, all required export control documents, end-user statements and information on time and/or fails to effect agreed payments and put up securities at the specified time.
- d. The delivery lead time may extend due to general or public holidays, WZWOPTICAG will communicate foreseeable delays timely.
- e. In special circumstances WZWOPTICAG is entitled to arrange partial deliveries as far as the customer must reasonably accept. The corresponding invoices are payable without regard to whether complete delivery has been made.

9. Verification and acceptance

- a. The customer must check the goods as soon as possible after their receipt and no later than within 14 days of delivery and report any defects without delay in writing or by electronic means to WZWOPTICAG.
- b. Defects which occur later within the warranty period must be reported without delay in writing or by electronic means as soon as they come to light.

10. Warranty

- a. WZWOPTICAG guarantees that goods and services delivered are free from material, design or manufacturing defects.
- b. The technical data quoted by WZWOPTICAG determine the warranty of accuracy.
- c. Third party products which represent a substantial part of a delivery are covered by the warranty provisions of their original manufacturer.
- d. The warranty expires if the customer or third parties change the delivered object, use it unprofessionally or make inexpert repairs.
- e. The warranty period is in accord with the law of Switzerland, calculating from the date of delivery.
- f. WZWOPTICAG undertakes to repair or replace at its own discretion goods which prove to be demonstrably defective before the expiry of the warranty period or to reduce the price by an amount equivalent to the reduced value. Any more far-reaching warranty or liability is expressly declined.
- g. In particular, WZWOPTICAG shall not be liable for any direct or indirect prejudice arising from, or in connection with, use or installation of the delivered product, nor shall WZWOPTICAG be liable for loss of profit arising from the use of the product.

11. Exclusion of liability for consultancy, provisions on exclusion

- a. In cases where WZWOPTICAG provides advice or engineering services on applied technology to the customer, this is done expressly and to the extent that is legally permissible to the exclusion of any form of liability.
- b. In particular, WZWOPTICAG advice does not release the customer from his/her responsibility to verify the products for their suitability for the intended processes and purposes.
- c. The customer must ensure stringent compliance with the precautionary instructions notified to him/her by WZWOPTICAG and which are applicable in the country concerned when WZWOPTICAG products are used.

12. Reservation of proprietary rights

- a. Goods delivered remain the property of WZWOPTICAG until all claims arising of the business relationship, including secondary claims, have been settled in full.
- b. Customer participation in tooling costs shall include all costs relating to the part to be machined, and the finished tooling shall remain the property of WZWOPTICAG.
- c. When measures are needed to protect the property of WZWOPTICAG, the customer is required to cooperate on first request to do so, in particular for the purpose of entry into the register of reservation of ownership.

13. Place of jurisdiction and applicable law

- a. Place of jurisdiction for customer and for WZWOPTICAG is Balgach / Switzerland.
- b. WZWOPTICAG is, however, entitled to take proceedings against the customer at the place where he/she has registered office.
- c. The contractual relationship between WZWOPTICAG and the customer is governed exclusively by the law of Switzerland.
- d. Our documents are not valid in case of any restriction of international export controls.

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