

General Terms of conditions of business

1. General

1.1. These General Terms and Conditions of Sale and Delivery apply to all sales and deliveries, unless otherwise regulated in writing by agreement. Special conditions of the purchaser that contradict these general terms and conditions of sale and delivery will only be acknowledged if the Antrimon Group AG (hereinafter referred to as the Supplier) has previously agreed to them in writing.

2. Orders and Technical Inquiries by Phone

2.1. Orders and technical inquiries placed by phone will be processed as understood. Any responsibility for errors arising from telephone contact is disclaimed. The costs incurred due to incorrect execution (freight charges, packaging) are borne by the purchaser in all cases.

3. Quotations, Contracts, and Technical Specifications

3.1. Quotations are non-binding; the prices, dimensions, designs, and weights provided in the lists are to be understood only as guidelines. Changes in design, material, and prices are subject to modification at any time.

3.2. The contract is formed upon the oral or written acceptance of the order.

3.3. Changes in dimensions and design for standardized items due to manufacturing or normative reasons are reserved at all times.

4. Minimum Order Values

4.1. Minimum order value domestic (excluding VAT): CHF 200.-

4.2. Minimum order value abroad (net): CHF 200.-

5. Prices

5.1. Prices are net in CHF, EUR, or USD excluding VAT, unpacked, uninsured, ex Muri. Prices are subject to change. Invoicing will be based on the prices valid on the day of shipment.

5.2. Once the currency has been set, it is customer-specific and cannot be subsequently changed for each individual order.

6. Payment Terms

6.1. Domestic

- Payments are to be made by the customer within 30 days without deduction for cash discount, charges, taxes, duties, fees, customs, and the like. Deductions will be charged back.
- Larger orders, custom-made products, prototypes, or functional models: 1/3 upon receipt of the order confirmation (dates run from receipt of payment); 1/3 upon completion or readiness for dispatch, but before delivery; 1/3 within 30 days after readiness for dispatch.
- Engineering services: Weekly based on effort.

6.2. Foreign - Export

- Invoice amounts for standard parts up to CHF 500.- require prepayment.
- Invoice amounts for standard parts exceeding CHF 500.- and for all custom-made products, prototypes, functional models, or engineering services: Prepayment or irrevocable letter of credit.

7. Retention of Title

7.1. The goods remain the property of the supplier until full payment is received.

8. Framework Agreements

8.1. Acceptance must occur continuously within the duration of the framework agreement.

8.2. The supplier may, in case of deviation from this agreement, independently determine the allocation. If it is foreseeable that the goods cannot be accepted for economic or other reasons, the supplier must promptly inform the client and create a written agreement on the terms of termination or alternative continuation.

8.3. If no agreement is reached, the supplier may insist on contract fulfilment and continuous acceptance, according to the continuous allocation by the supplier and payable in advance. The supplier can demand fulfilment of the framework agreement even before the expiration of the framework period.

8.4. Further claims for damages and retention of title are explicitly reserved.

9. Packaging

9.1. Packaging will be invoiced and not taken back.

10. Delivery Quantities

10.1. Standard Goods: From stock, according to the order and any order confirmation. The supplier is entitled to deliver quantities that deviate by up to 10% from those stated in the respective order confirmation.

10.2. Custom-made Products: Custom-made products are calculated and offered based on the plans and instructions of the purchaser.

10.3. 10.3. Partial Deliveries: We reserve the right to make partial deliveries.

11. Delivery Deadlines

11.1. Only dates or deadlines explicitly confirmed in writing are binding.

11.2. Adherence to them is contingent upon the fulfilment of all contractual obligations by the purchaser.

11.3. The dates or deadlines may be reasonably postponed or extended:

- If the supplier does not receive information necessary for execution in a timely manner or if the purchaser subsequently modifies such information.
- In case of delays from suppliers.
- In the event of circumstances beyond the supplier's control, such as natural disasters, mobilization, war, unrest, epidemics, accidents and illness, significant operational disruptions, labour disputes, defective deliveries, transport and customs delays, as well as governmental measures.

11.4. The delivery date or deadline is considered met if the goods are ready for shipment by the specified date.

11.5. Any potential exceeding of the delivery deadline does not entitle the purchaser to withdraw from the purchase contract.

11.6. The supplier does not accept penalty payments or claims for damages due to failure to meet a delivery deadline.

11.7. The option to maintain a safety stock in Muri exists. Conditions for this must be agreed upon in writing.

12. Assumption of Risk

12.1. Upon readiness for shipment, the benefits and risks transfer to the purchaser.

12.2. If the shipment of deliveries is delayed at the customer's request or for reasons not attributable to the supplier, the risk transfers to the purchaser at the originally intended time for delivery ex-works. From that point onwards, the deliveries will be stored and insured at the expense and risk of the purchaser.

13. Shipping

13.1. Without specific instructions from the purchaser, shipping is carried out based on weight either by post or freight. The transport risk is always borne by the purchaser, even if a franked delivery has been exceptionally agreed upon. Any damage to the packaging or missing parts must be reported to the carrier (receiving station) before accepting the shipment.

14. Exchange, Returns, and Cancellation

14.1. Standard goods delivered according to the purchaser's specifications can only be returned with prior approval from the supplier and only in an unprocessed condition. In this case, a refund of 70% of the invoice amount will be made.

14.2. Orders for custom-made products cannot be cancelled. Each custom-made product requires an approval drawing with the customer's signature. If the approval drawing is not signed, the purchaser bears the full risk regarding the execution.

15. Returns

15.1. All returns must be sent freight prepaid to the domicile. The risk is borne by the sender.

16. Complaints

16.1. Complaints can only be considered within 8 days after the receipt of the goods by the recipient. Parts subject to complaint must be returned for inspection. Costs for rework carried out by the purchaser without prior approval from the supplier will not be covered.

17. Defects in Goods

17.1. The warranty period is 12 months, reduced to 6 months for shift operations, starting from the readiness for shipment. For replaced parts, the warranty period starts anew.

17.2. The supplier undertakes, upon written request from the purchaser, to promptly repair or replace all parts of the deliveries that, due to poor materials, faulty design, or defective execution, become damaged or unusable within the warranty period.

17.3. Replaced parts become the property of the supplier and must be returned freight prepaid to the domicile.

17.4. The supplier bears only the costs arising from the repair or replacement of the defective parts in its workshops. Other rights of the purchaser, especially claims for damages and withdrawal from the contract due to defective delivery, are excluded.

17.5. Excluded from the warranty are damages resulting from natural wear and tear, extreme environmental influences, improper maintenance, disregard of operating instructions, incorrect operation, excessive stress, unsuitable operating materials, corrosion, and the like.

17.6. The warranty expires if the purchaser or third parties make changes or repairs to the delivery or parts thereof without the written consent of the supplier.

18. Liability

18.1. The supplier commits to fulfilling the order in accordance with the contract and meeting its warranty obligations. Any further liability towards the purchaser for any damages, especially consequential damages, is disclaimed.

19. Place of Performance

19.1. The place of performance for both the purchaser and the supplier is Muri.

20. Jurisdiction and Applicable Law

20.1. The place of jurisdiction for both the purchaser and the supplier is Muri.

20.2. The legal relationship is subject to substantive Swiss law. The application of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, is expressly excluded.