

# WUKO HYDRAULIK AG

Riedgrabenstrasse 14  
CH-8153 Rümlang  
www.wuko.ch

Tel: +41 44 817 90 60  
Fax: +41 44 817 26 60  
E-Mail: wuko@wuko.ch



## General terms of delivery

### General provisions

Terms and conditions below apply to all proposals and deliveries.

These terms and conditions for delivery and payment shall be considered as accepted upon the placing of orders, at the latest. Any difference from them as well as any special agreement requires our express confirmation in writing to be valid.

### Technical documentation, know-how and non-disclosure

All technical documents such as schemes, disposition plans, drawings and the like remain the intellectual property of WUKO Hydraulik, and must not be copied or reproduced or forwarded to a third party for the purpose of manufacturing of this project or for any of its components. The documentation is subject to technical modification as required.

All leaflets and catalogues are non-binding. Data included in technical documentations is only binding as far as expressly warranted.

Only data included in the dimension sheet of the proposal is binding.

### Scope of delivery

The order confirmation is essential for defining the scope of delivery. All services not included in it are charged additionally.

### Prices

All prices are net prices ex works Rümlang, excluding packaging as well as installation at the place of installation, as far as not agreed otherwise.

If any specific certificates, certificates of origin, etc. are required, we will reserve the right to charge for them accordingly.

Should any changes with trade goods occur, which are the result of price surcharges, additional fiscal charges, of a custom tariff increase or of currency exchange fluctuations, then we shall be entitled to adjust our prices accordingly.

Any postage, freight and packaging costs are invoiced at cost price.

All prices shall be non-binding for repeat orders. We reserve the right of making price changes in our price lists and catalogues.

### Terms of payment

Payment for contract values of up to SFR 20,000.00 must be made within 30 days from the invoicing date, and be paid net without any cash discount or any other deduction. Payment of any larger amount is due as follows:

- 1/3 after receipt of order confirmation
- 1/3 upon readiness for shipment
- 1/3 within 30 days from the invoicing date

Any differing terms of payment must be agreed in writing. The right of retention of payment as a security shall hereby be excluded. Should the delivery of goods ready for shipment be delayed for reasons, for which we cannot be held responsible, then we shall still be entitled to issue the respective invoice for it.

### Reservation of title

WUKO Hydraulik reserves the property rights of any delivered goods until they are paid in full.

### Engineering, installation, commissioning and maintenance

The rates valid at the point in time when the corresponding activity arises shall apply for invoicing.

### Shipment

Goods are shipped at the ordering party's account and risk.

### Delivery on call

If delivery on call is agreed, the goods must be called 3 months after the agreed date of readiness, at the latest. After expiry of this term, we shall be entitled to request payment in full, as well as to charge the ordering party for continued storage and for compensation of any potential damage due to downtime.

### Warranty terms and conditions

The warranty period for goods deliveries with regular single shift operation is 12 months (and is reduced accordingly in any case of multi shift operation) from the date of delivery. The warranty period starts with the day of readiness for shipment in our factory. If commissioning by us is agreed for an earlier date, the warranty period shall start at the day of commissioning.

If shipment is delayed for reasons for which we cannot be held responsible, the warranty period ends 18 months after the date on which readiness for delivery was announced, at the latest.

All parts subject to natural wear and tear are excluded from this warranty. The same applies for any damage due to insufficient maintenance, non-compliance with the operating instructions, unsuitable equipment and resources, improper installation (as far as not performed by us) and due to force majeure.

The warranty becomes void as soon as the ordering party makes any modification or carries out any repair, be it by themselves or by using the services of a third party, without any prior agreement by the supplier.

Any warranty claims and claims for fulfilment of the proposed functionality must be asserted by the ordering party within the warranty period and in writing.

This warranty shall also exclude any liability on our part for possible cases of breakdown, which are not caused by a potential downtime of our cylinders or aggregates.

Should any parts from sub suppliers be delivered, then the terms and conditions the corresponding sub supplier grants us shall apply with respect to the warranty conditions.

The fulfilment of the contractual obligations the ordering party has with respect to us, in particular the obligation to duly pay in time is a prerequisite for consideration of any warranty claims.

### Warranty scope and performance

We fulfil our warranty obligations in the event of any defect or deficiency of the supplied goods as follows:

1. By rectification of defects
2. By substitution of the defect goods by goods of the originally agreed design and equipment version

Any liability beyond this scope, in particular for any direct or indirect damage, as well as for the compensation of expenses and installation costs, shall hereby be excluded.

We are obliged to either repair or replace any parts at our own discretion, which evidently have been damaged or become unusable due to bad materials, faulty construction or due to bad workmanship during the above mentioned period, as soon as possible. Costs for transport to us and return to you shall be borne by us. Replaced parts are property of the supplier, and must be returned upon request.

We reserve all copyrights of all documents such as schemes, outlines, calculations, etc. The ordering party shall bear responsibility for preventing them getting in the hands of a third party.

Only those characteristics shall be considered as warranted characteristics which are listed in the technical specification mutually agreed in writing. Should the agreed functionalities not be achieved, we are obliged to eliminate the causes of such errors. Any travel costs shall be borne by the ordering party, as far as the property in question is located outside of Switzerland. If the cause of error has been caused by the ordering party, the ordering party must bear all costs related to travel and troubleshooting. If the services are to be charged, the calculation methods in accordance with GOP shall apply to travel and work time remuneration.

### Delivery terms

The agreed delivery date is based on the conditions at the point in time when the goods are ordered.

We shall be entitled to postpone delivery in the following cases:

- If events occur which are not caused by us, and which affect the regular continuation of works required for the fulfilment of the order in our own or in our sub supplier's facilities.
- If the data required for the execution of orders are not forwarded to us in due time or are subsequently altered.
- In the event of non-compliance with the payment terms

A delay in delivery shall not entitle the ordering party to withdraw from the contract.

### Replacement

Replacement and return shipments can only be accepted after previous agreement. All resulting costs of inspections, cleaning and re-storage resulting shall be borne by the ordering party.

### Applicable law and place of performance

Swiss Law applies to these terms and conditions. The place of jurisdiction, as well as the place of delivery and payment, is Bülach.