

General Conditions of Sale

1. General

These General Conditions of Sale shall apply to all work and deliveries carried out by us. Agreements differing from this text shall be valid only if confirmed by us in writing. Orders shall be deemed accepted for execution only upon dispatch of our written order confirmation.

2. Data

Descriptive matter in our literature, illustrations and drawings cannot be held as binding. Actual execution may differ in detail, as we reserve the right to make alterations in particular in respect of pattern, design, dimensions, material and weights.

All documents submitted to the buyer or in response to enquiries remain our property and may not be made available to third parties, duplicated or used to manufacture the equipment to which they relate without our written consent. Such documents must be returned upon request. Prospective customers or buyers will be held fully responsible for any loss or damage caused to Hatebur due to misuse of these documents.

3. Intellectual Property

The buyer acknowledges the design of the purchased Hatebur machine and of its accessories to be our intellectual property. In purchasing it, the buyer does not acquire the right to make other use of this intellectual property embodied in the design, for instance by building a copy or by preparing manufacturing drawings. The buyer will take appropriate steps to prevent third parties from appropriating this intellectual property by being able to copy the Hatebur machine or parts of it at the buyer's premises. The buyer shall transfer this obligation to any future purchasers of the machine. The same conditions apply for tools designed by Hatebur, and the buyer agrees to make such tools, or to have them made on his behalf, solely for use on the respective Hatebur machine. Failure to comply with these obligations shall make the buyer liable for damages.

4. Prices

Unless otherwise agreed, all prices are quoted net, ex works, excluding packing and insurance. In case of any increase in costs after the date of issue of our quotation and prior to dispatch of goods, due in particular to higher costs of raw materials, wages or other charges, we reserve the right to invoice goods at prices ruling at the date of dispatch. Any taxes, duties or the like which are due on our deliveries and/or services in the buyer's country have to be borne by the buyer. Respective deductions by the buyer are not allowed on our invoices. The buyer shall be responsible for drawing our attention to any legal requirements which may affect the design and operation of our machines. Additional guards and any other modifications to our standard equipment stipulated by regulations are at the buyer's expense.

5. Terms of Payment

The terms laid down in our order confirmation shall apply. From the payment due date, the buyer shall pay default interest at a rate in line with the normal interest rates of the buyer's domicile, but not less than 4% above the current discount rate of the Swiss National Bank.

Where delivery, assembly or taking into service of machinery is delayed through the fault of the buyer or due to circumstances beyond our control, payments linked to delivery terms or to the date of taking the equipment into service must be made on the date at which they would have become due had the delay not arisen.

Buyers are not released from their obligation to meet payment terms by virtue of any claims which may arise under the terms of our warranty set out below. Buyers shall not be entitled to deduct any counterclaims from payments due to us or to withhold such payments pending the settlement of any counterclaims. Where buyers fall in arrears for a period exceeding 2 weeks in respect of payments due, furnishing of bank guarantees or other securities, the balance shall fall due immediately.

Should trading relations between the country of origin of the goods and the country to which goods are to be consigned or where the buyer is resident undergo any changes, in particular in respect of currency control, payment transfer, import and export regulations, we shall be entitled to suspend manufacture of the machines or to retain goods ready for dispatch until such time as a satisfactory conclusion of the transaction and receipt of payments due to us can be ensured. Should this prove impossible, we shall be entitled to withdraw from the sales contract without compensation, while at the same time reserving our rights under the contract.

6. Title to Goods

All goods supplied remain our property until all obligations arising from the transaction have been discharged. During the period of the title to goods, the buyer shall, at their own cost, maintain the goods supplied and insure them for our benefit against theft, breakdown, fire, water and other risks. They shall further take all measures to ensure that our title is in no way prejudiced.

7. Delivery Terms

Delivery terms stated in our order confirmation apply ex works from the date of receipt to the agreed initial payment and all necessary technical specifications.

Subject to circumstances beyond our control, every effort will be made to adhere to quoted delivery terms. Suitable extensions shall be granted in case of substantial delays beyond our control or responsibility, such as strikes, lock-out or boycott, accidents or work stoppages, failure of major components – whether at our works, at our suppliers or in transit – shortage of railway wagons, acts of God, general mobilisation, war, revolution or civil strife as well as delay in deliveries of parts from our suppliers, delayed dispatch of technical data on the part of the buyer, non-compliance or delayed compliance with agreed payment terms; in the last-named case without prejudice to our right to withdraw from the contract. Similarly, suitable extensions shall be granted where official authorizations of any kind are delayed. Delayed deliveries shall not entitle customers to withdraw from the transaction or to cancel the order. We reserve the right to make partial deliveries.

8. Inspection

Machines must be inspected within 14 days of completion at the manufacturer's works and at the buyer's expense, such inspection being final. Where buyers fail to attend for purpose of inspection on the date fixed, in spite of adequate notification, machines shall be considered to have passed inspection, subject to the conditions of the warranty clause below, and we shall be entitled to ship such goods immediately.

9. Transport, Risks and Insurance

Goods are dispatched ex works at customers' risk in respect of damage, loss, theft etc., even when dispatched under other trade terms, as well as in cases where machines are taken into service under our supervision. Arrangements for transport insurance ex works including loading and unloading, must be made by the buyer at their own expense.

The buyer shall undertake to arrange, at their own expense, adequate insurance cover against damage by fire or water, theft etc., for goods supplied by us from the time of delivery until the last payment due to us has been made, and shall, on request, notify us of the name of the insurance company. In case of total loss or damage of any kind, we shall look for redress exclusively to the buyer while reserving our right to make claims against third parties.

Where goods ready for dispatch cannot be shipped at the agreed date for reasons beyond our control, their storage and insurance at our works or outside premises shall be at the buyer's risk and expense.

10. Warranty

We warrant proper functioning of the machines we supply and flawless manufacture of the individual parts we supply.

We undertake to replace or repair (as we see fit) parts supplied by us that have evidently become damaged or unserviceable as a result of defective material, faulty design or poor workmanship. Any such damage must be immediately reported to us in writing. Replacement parts are delivered as quickly as possible, free of charge, ex works. Replaced parts become our property. No liability or responsibility of any kind can be accepted over and above this. No claims for direct or indirect damages, for loss of profit, for alteration or abridgement of contract terms, or claims in respect of accidents can be entertained.

The warranty does not apply if the buyer fails to observe the information contained in our documentation, if damage is caused by faulty, unworkmanlike or excessively forceful handling, overloading, use of unsuitable materials, inadequate foundations, chemical attack or force majeure, or if the agreed terms of payment are not observed. The warranty does not cover normal wear and tear or the results of faulty erection or startup, assuming these are not carried out by us. In any case where other parties carry out alterations or repairs on equipment supplied by us without our consent, the guarantee is totally and immediately invalidated. We do not warrant tools or parts subject to exceptional wear by virtue of their function.

The warranty period is 6 months from date of shipment, or from startup if we are entrusted with startup of the equipment at the buyer's plant. Should shipment or startup be delayed for any reason, all warranties cease to be valid 12 months after our notification of readiness to ship.

11. Assembly

We supply trained staff for assembling and taking into service the machinery supplied by us, the conditions of this service being subject to separate agreement.

12. Place of Performance and Jurisdiction, Law applicable

Place of performance and jurisdiction for both buyer and vendor is Basle, Switzerland. The contract shall be governed by Swiss Substantive Law. The United Nations Convention of Contracts for the International Sale of Goods, 11th April 1980 is not applicable.