

## General Terms and Conditions Of Negal Engineering AG

valid from January 2019

### 1. General Information

**1.1** The following conditions apply to the exclusion of conflicting conditions for the sale and delivery of goods by Negal Engineering AG. By silence or missing contradiction Negal Engineering AG does not submit itself also partially to any conditions of the business partner.

**1.2** Changes and additional agreements are only valid if these have been confirmed in written form by Negal Engineering AG.

### 2. Offer and Order

**2.1** Offers from Negal Engineering AG are subject to change.

**2.2** Orders placed with Negal Engineering AG only become legally binding after explicit written confirmation or at the beginning of the execution by Negal Engineering AG. The same applies to order changes and order supplements.

**2.3** Improvements and changes of the executions or the design of the goods are expressly reserved.

**2.4** Offers and cost estimates as well as drawings or other offer documents remain property of Negal Engineering AG. Only Negal Engineering AG is entitled to copyright exploitation rights on them. Without approval on the part of Negal Engineering AG these may neither be duplicated nor passed on and are to be returned to Negal Engineering AG on first request.

### 3. Delivery and Transfer of risk

**3.1** The stated delivery periods and delivery dates are only approximate unless they have been expressly confirmed in writing as fixture date. Partial deliveries and partial performances by Negal Engineering AG are permissible.

**3.2** If the non-observance of a delivery date is not due to the exclusive fault of Negal Engineering AG, the customer does not have the right to withdraw from the contract or to demand compensation (see also the limitation of liability under item 9). Force majeure releases Negal Engineering AG from the delivery obligations entered into without claims on the part of the customer.

**3.3** In the case of non-delivery or incorrect or untimely delivery by its suppliers for which Negal Engineering AG is not responsible, Negal Engineering AG is also entitled to withdraw from the contract. The customer will be informed of this immediately.

**3.4** Delivery and dispatch take place on account and risk of the buyer. The risk is transferred to the buyer as soon as the goods leave the warehouse of Negal Engineering AG.

**3.5** In the absence of a special agreement, delivery of the goods is deemed to be their provision at the headquarters of Negal Engineering AG.

#### **4. Prices**

**4.1** The prices are ex warehouse Negal Engineering AG, in Swiss Francs (CHF), excluding VAT, customs, customs clearance and other fees.

**4.2** The costs for packaging, insurance, transport, installation and commissioning are borne by the buyer.

**4.3** All price quotations of Negal Engineering AG, also those in the order confirmation, are subject to change.

#### **5. Currency Parities**

Negal Engineering AG reserves the right to charge all provable additional costs due to currency changes compared to the offer or the order confirmation.

#### **6. Terms of Payment**

**6.1** All invoices shall be paid strictly net within 10 days of the invoice date. If the buyer is in default of payment towards Negal Engineering AG or a company affiliated with it, or if Negal Engineering AG has doubts about the buyer's willingness to pay or ability to pay for other reasons, on which it alone has to decide, Negal Engineering AG can execute all agreed deliveries cash on delivery. Negal Engineering AG can also refuse further services or deliveries from this and other contracts in case of default of payment of the customer, without prejudice to its other legal rights.

**6.2** Retention of payments and the offsetting of counterclaims not expressly recognized are excluded.

**6.3** In the event of default of payment, the Buyer shall pay the statutory default interest of 5%. In addition, processing costs for necessary correspondence and collection measures will be invoiced according to time and effort.

#### **7. Warranty**

**7.1** The Buyer shall be obliged to inspect the goods immediately for any quality or quantity defects and to give immediate written notice of any deviations. Any claims of the buyer are excluded, if the complaint is not received in writing by Negal Engineering AG within 10 working days after delivery of the goods. The legal regulation for hidden defects remains reserved.

**7.2** Rightfully complained goods will be either exchanged or repaired against faultless goods at the discretion of Negal Engineering AG. If the repair fails finally, the buyer is entitled to change or reduce the purchase price.

**7.3** Excluded is in any case the guarantee on the part of Negal Engineering AG for goods, which are changed by the buyer or a third party or have been changed or converted. The costs of the customer for the installation or removal of faulty goods from complete systems are not taken over by Negal Engineering AG.

**7.4** Negal Engineering AG does not assume any liability for third parties, who come into direct or indirect contact with the products intended for the buyer to damage. Liability claims of any kind are therefore excluded.

## **8. Reservation of Proprietary Rights**

**8.1** All delivered goods remain the property of Negal Engineering AG until the fulfilment of all claims, including disputed claims from the business relationship, regardless of the legal grounds (including interest on arrears and legal prosecution costs). This also applies if the buyer should sell the real goods intended for him to third parties without authorization.

**8.2** The Buyer hereby declares his express consent to the respective entry of the delivered goods in the retention of title register of the debt collection office responsible for him.

## **9. Liability**

**9.1** For damages, which arise for the buyer or third parties through negligent use of the goods delivered by Negal Engineering AG, the latter is in no case liable.

**9.2** The liability of Negal Engineering AG, no matter for what legal reason, is limited to the cases of intent and gross negligence.

**9.3** In no case do claims of the buyer because of defective and/or late delivery insist on compensation of damages, which have not arisen at the delivered goods themselves. **All other claims of the customer due to defective and/or delayed delivery, in particular for compensation for indirect and consequential damages (including loss of profit, contractual penalties against third parties, production stoppage, loss of use and other financial losses), retention of payment and termination of the contract as well as for damages resulting from the use or processing of the goods (e.g. through installation in a complete system) are expressly excluded.**

**9.4** All cases of breach of contract, their legal consequences and all claims of the Buyer, irrespective of the legal basis, are conclusively regulated in Sections 7 and 9 of these General Terms and Conditions. In particular, all claims for damages, reduction or cancellation of the contract which are not expressly mentioned are expressly excluded.

**9.5** The customer's terms and conditions shall only apply if confirmed in writing by NEGAL

## **10. Transfer and Place of Performance**

**10.1** The purchaser may only transfer rights against Negal Engineering AG to third parties until full payment has been made, after prior written agreement with Negal Engineering AG.

**10.2** Place of performance for services of the customer and Negal Engineering AG is CH-9015 St.Gallen.

## **11. Choice of Law and Place of Jurisdiction**

The parties expressly subject their legal relationship to Swiss law, excluding private international law (in particular, the Hague Convention of 15 June 1955 on the Law Applicable to Contracts for the International Sale of Goods and the United Nations Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods shall not apply). **As exclusive area of jurisdiction for all disputes from or in connection with the sales as well as the supply of goods of Negal Engineering AG the seat of Negal Engineering AG, CH-9015 St.Gallen is considered as agreed upon.**