

General Terms and Conditions of Business and Delivery for the company Meister Stahlbau AG, CH-9300 Wittenbach / SG

1. Scope, General Provisions

All of our quotes, offers and sales shall be subject exclusively to these General Terms and Conditions of Business. Any differing or additional terms shall only be applicable if expressly agreed upon in writing.

2. Quotes / Offers

Our sales documentation is always subject to confirmation and does not constitute a binding offer. Offers shall only become binding upon issue of written order confirmation by us. The Company reserves the right to sell material held in stock to a third party at any time.

3. Mass / Product / Quality

Unless specifically agreed otherwise, we supply products and materials of industry-standard quality and characteristics, taking account of standard tolerances applicable to execution, mass, weight, stability etc. It shall be for the customer to specify the mass, dimensions, and requisite quality of the goods and materials to be supplied by Meister Stahlbau AG. We shall under no circumstances be obliged to assess or examine the suitability of the goods and materials ordered from us for their intended use.

4. Prices / Terms

All prices are quoted strictly net, and do not include VAT or packaging and transport costs. Payment shall be made within 30 days with no deductions.

5. Delivery Deadlines

All agreed delivery deadlines are indicative deadlines and are subject to change. We shall at all times be entitled to make partial deliveries. Any liability or duty to pay damages in relation to late or entirely undelivered orders is expressly excluded.

6. Packaging

All packaging will be charged at cost price and may not be returned. Unless specifically instructed, we shall choose the form of packaging which appears to us to be the most suitable.

7. Performance / Transfer of Risk

The place of performance for supplies/services shall be our factory in Wittenbach. Risk and benefit shall be transferred to the customer upon departure of the goods from our factory gates, irrespective of the pricing arrangements agreed for delivery (such as delivery carriage paid, etc.)

8. Warranty

We warrant the careful and professional fulfilment of all orders. Unless expressly declared and agreed otherwise, we also warrant that upon dispatch from our factory our products are not affected by faults which may eliminate or reduce their value or suitability for ordinary use or processing. The foregoing shall not apply to negligible reductions in value or suitability. With regard to other matters the warranty shall be determined in accordance with statutory provisions.

9. Inspection of Goods by the Recipient / Claims

Goods must be inspected immediately upon receipt (prior to any processing). Notice shall be given in writing of evident faults within 8 days of receipt of the goods. We shall remedy or replace any goods which have been acknowledged by us to be faulty. We reserve the right to take back the goods without replacement and to credit the purchase price. All further claims are excluded.

10. Reservation of Title

All goods delivered shall remain under our ownership until all claims have been fulfilled, including in particular the relevant claims to payment of any outstanding amounts to which we may be entitled under the terms of the business relationship. The same shall also apply for any conditional claims which may arise in future, and also if payments have been made in relation to specifically designated claims.

11. Jurisdiction

The place of jurisdiction for all disputes relating to our supplies/services is Wittenbach.