



## **IBAG General Business Conditions**

1. Tenders
- 1.1 Tenders which do not stipulate an acceptance date shall not be binding.
2. Formation of contract
- 2.1 The contract shall be deemed to have been concluded when, on receipt of an order, the vendor acknowledges acceptance in writing.
3. Scope of contract
- 3.1 The goods to be supplied and the work to be done under the contract shall be as specified in the order acknowledgement. Items not referred to therein shall be charged for separately.
4. Technical documents
- 4.1 Technical documents, such as drawings, descriptions, illustrations and the like constitute only an approximate guide; the vendor reserves the right to make any changes considered necessary.
- 4.2 All technical documents remain the exclusive property of the vendor and may not be copied or reproduced or communicated to a third party; nor may they be used for the construction of the machinery/equipment or parts thereof. They may be used for operation and maintenance, provided they are marked accordingly by the vendor.
5. Regulations in force at destination
- The purchaser must inform the vendor of any regulations and all laws, governmental or others, in force which apply or bear any relation to the execution of the erection work and the operation of the machinery/equipment.
6. Price
- 6.1 All prices shall be deemed to be net ex works in Swiss Francs excluding packing. The purchaser shall be liable for all kinds of taxes, fees, customs duties and all other resulting costs.
7. Terms of payment
- 7.1 Our payment terms are as follows: - 30 days net or according to agreement
- 7.2 The dates of payment shall also be observed if transport, delivery, erection, commissioning or acceptance of the machinery/equipment is delayed or prevented by circumstances beyond the vendor's control. The purchaser shall not withhold or reduce payments on account of complaints or claims or of counterclaims not accepted by the vendor. Payment shall also be made if unimportant parts of the machinery/equipment are missing, but do not prevent the machinery/equipment from being used, or if postdelivery work has to be carried out on the machinery/equipment.
8. Property right
- 8.1 The vendor shall retain ownership of the goods supplied until full payment has been received. The purchaser shall participate in any measures necessary for the protection of the vendor's property.
9. Delivery time
- 9.1 The delivery time shall commence on the date of formation of the contract and when the main technical points have been settled.
- 9.2 The delivery time may be reasonably extended:  
- if the information required by the vendor about the execution of the order is not received in time, or if subsequent changes which delay delivery are made by the purchaser.
- 9.3 The purchaser is not entitled to claim indemnity or cancel the contract if delivery is delayed.
10. Testing and acceptance of goods
- 10.1 The purchaser shall test the goods delivered within 10 days and report any shortcomings to the vendor in writing without delay. If he fails to do this, the goods shall be deemed to have been accepted.
- 10.2 If the acceptance tests prove that the goods do not fulfil the terms of the contract, the purchaser shall give the vendor an immediate opportunity of correcting any deficiency.
- 10.3 The purchaser shall not be entitled to claim indemnity for deficiencies in the goods delivered, in particular to damages or cancellation of the contract.
11. Packing
- 11.1 Packing shall be charged for separately by the vendor and shall not be returnable.
12. Transfer of use and risk
- 12.1 The right to use the goods and the risk involved are transferred to the purchaser not later than on the date of their leaving the vendor's works, even if delivery is carriage paid, c.i.f., f.o.b., or under similar terms or includes erection. If dispatch is delayed or prevented by circumstances beyond the vendor's control, the goods shall be stored at the purchaser's expense and risk.
13. Transport and insurance
- 13.1 Special requirements regarding forwarding and insurance shall be communicated to the vendor in good time. Transport shall be at the purchaser's expense and risk.
- 13.2 Insurance against risk of any kind is the responsibility of the purchaser. Even when taken out by the vendor, it shall be at the purchaser's expense and risk.
14. Installation
- 14.1 If the vendor wishes an installation by IBAG, this needs a special conditional arrangement.



- 15. Guarantee
- 15.1 The vendor undertakes upon written request of the purchaser to repair or replace at his own discretion and as quickly as possible any part exhibiting deficiencies due to faulty material, bad design or poor workmanship. Replaced parts shall become the vendor's property.
- 15.2 The vendor shall bear only the costs resulting from the repair or replacement of defective parts in his own factory (spare parts, repair and working time). If guarantee work has to be done at the customers, the travelling costs are invoiced. Eventual freight costs for spare parts ex works Zurich are at the supplier's charge. Freight costs ex domicile of the customer and back to Zurich are at the customer's charge.
- 15.3 The purchaser shall not be entitled to claim indemnity for deficiencies in the goods delivered, in particular damages or cancellation of the contract.
- 15.4 The vendor's guarantee applies to all damages appearing within 2 years of the date of sale as a result of faulty material or manufacture, except consumption parts.
- 15.5 The guarantee period for wearing parts is 2000 running hours within 12 months.
- 15.6 Excluded from the guarantee are losses resulting from natural wear, improper maintenance, failure to observe the operating instructions, excessive loading, the use of unsuitable media, the influence of chemical or electrolytic, unsatisfactory building or erection work not undertaken by the vendor or other reasons beyond the control of the vendor.
- 15.7 The vendor's liability shall cease if the purchaser or a third party undertakes changes or repairs of the goods without the vendor's written consent; likewise if the purchaser does not take immediate steps to prevent the damage from becoming more serious when the vendor is able to rectify the defect.
- 16. Liability
- 16.1 The vendor shall deliver the goods in accordance with the terms of the contract and shall fulfil his guarantee liabilities. He shall not be liable to the purchaser for any other claims.
- 17. Place of performance and jurisdiction, law applicable
- 17.1 The place of performance and jurisdiction for both purchaser and vendor is the registered address of the vendor.
- 17.2 The contract shall be governed by Swiss law.
- 18. Validity
- 18.1 These General Conditions of Supply shall be binding if declared applicable in the tender or order acknowledgement. Other requirements stipulated by the purchaser shall only be valid if they are expressly acknowledged in writing by the vendor. Further will be valid the VSM GENERAL CONDITIONS OF SUPPLY.