

General Terms of Sale and Delivery

1 General remarks

The following terms apply to all offers and deliveries from BIBUS AG and BIBUS HYDRAULIK AG, hereinafter called BIBUS. The placement of an order is simultaneously an acceptance of our terms of delivery and payment. Deviations and special agreements must be made in written form. In particular, other General Terms and Conditions of Trade only apply if they have been recognised in writing by BIBUS. Should a provision of these Terms of Delivery prove to be wholly or partly ineffective, the contracting parties will replace this provision by a new provision as close as possible to the ineffective provision in terms of its legal and economic objectives. This will not affect the validity of the contract as a whole.

2. Technical documents, know-how, confidentiality

All technical documents remain the property of BIBUS and may not be copied, reproduced or passed on to third parties without written consent. We reserve the right to make changes. Technical documents, brochures and catalogues are not binding. This provision applies unless otherwise expressly agreed.

3. Scope of delivery

The scope of the delivery is specified in the confirmation of order from BIBUS. Products or services not included here are invoiced separately.

4. Prices

Unless otherwise agreed, prices are net, excluding VAT ex Fehrltorf and without auxiliary charges such as packaging, freight, any other expenses and assembly. If special certificates, proofs of origin or the like are required, we reserve the right to charge for these. We charge for postage, freight and packaging at cost price. Unless specifically agreed, packaging is not returnable. Prices are non-binding for subsequent orders.

5. Payment conditions

Payment: net within 30 days of the invoice date, without discounts or other deductions. Any other payment conditions must be agreed in writing. No warranty retentions are permitted. If delivery of goods ready for shipping is delayed for reasons not attributable to BIBUS, we can invoice them despite this.

6. Reservation of ownership

BIBUS retains ownership of the delivered goods until they are fully paid for. The ordering party authorises BIBUS on conclusion of the contract to enter the reservation of ownership in the official register and to complete all the relevant formalities.

7. Engineering, assembly, commissioning, maintenance

The rates valid according to Swissmem at the time of execution are invoiced.

8. Shipping

The delivery is considered executed with the transfer of the goods to the shipping station and/or the carrier. Transport is at the risk of the consignee - also if free delivery has been agreed.

9. Call orders

After expiry of the agreed delivery periods, BIBUS is entitled to deliver the goods and to charge for them. In the absence of special agreements, goods from call orders must be received within one year of ordering.

10. Warranty conditions

Any warranty claims can only be made if the assembly and operation requirements have been complied with. The warranty period is 12 months from the delivery date in the case of single-shift normal operation. The warranty period for repair and replacement units is 6 months.

For products from manufacturers that BIBUS does not represent in Switzerland, the obligations agreed between BIBUS and the subcontractor apply. If shipping is delayed for reasons for which BIBUS is not responsible, the warranty period ends at the latest 18 months after notification of readiness for shipping. BIBUS meets its obligations in case of defects of the delivered goods at its own discretion as follows:

1. Repair of the defective goods.
2. Replacement of the defective goods in the originally agreed form and version.

Any further liability - for whatever legal reason - especially for direct and indirect damages and for expenses and assembly costs, is waived.

BIBUS undertakes to repair or replace at its own discretion and as quickly as possible all parts that are proven within the specified period to be defective or unfit for use due to inferior material, faulty design or incorrect construction. The ordering party bears the costs for outward or return transport. BIBUS is entitled to demand return of the replaced parts. Normal wear of parts is excluded from the warranty. The same applies to damage due to inadequate maintenance, failure to comply with operating instructions, unsuitable equipment, inexpert assembly and force majeure. The warranty is rendered void if the ordering party itself or a third party carries out alterations or repairs without our consent. Warranty claims must be submitted by the ordering party in writing within the warranty period. We are only liable to fulfil warranty obligations if the ordering party itself has fulfilled its contractual obligations - in particular relating to making the agreed payments.

11. Claims for defects

Defects must be reported immediately in writing.

12. Delivery periods

The agreed delivery period is based on the circumstances at the time of ordering. All compensation entitlements for direct or indirect damages resulting from delayed delivery are expressly waived. Furthermore, the right of the ordering party on failure to deliver within the delivery period to withdraw from the contract without a reasonable extension period is also waived.

13. Exchange

Exchanges and return shipments are only accepted after prior arrangement. All costs resulting from these are borne by the ordering party.

14. Place of performance

The place of performance for delivery and payment is the company seat in Fehrltorf.

15. Applicable law and place of jurisdiction

All contracts as well as all business transactions covered by the contracts are subject to Swiss substantive law. Application of the United Nations Agreement on Contracts for the International Sale of Goods of 11.4.1980 is excluded. The ordinary courts at the seat of the company, Pfäffikon, Canton of Zurich, are responsible.

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