

General Terms and Conditions of Supply

Version 1.00, 05.07.2016

1. General

These Terms and Conditions apply to all supplies and services between JAG Jakob AG Prozesstechnik ("JAG") and customers. Differing or supplementary conditions shall apply only to the extent that same are expressly accepted in writing by JAG.

2. Means of Communication

The parties shall communicate with one another orally, in writing or by electronic data exchange.

'Writing' shall include letters, protocols, drawings, plans, facsimile, email and other means of transmission allowing verification by way of text or image. 'Signed' means that a handwritten signature or an appropriately qualified electronic signature is necessary.

3. Scope, Execution and Place of Delivery or Service

For the scope and execution of products and services, the Order Confirmation or, in the absence thereof, the Offer of JAG shall be applicable.

Variations on the Order Confirmation are permitted to the extent that the products or services fulfil the same functions or purposes respectively. However, JAG is under no obligation to make such variations to products and services which have already been manufactured or supplied.

Unless otherwise agreed or where the nature of the transaction requires otherwise, 'supply' means provision at the place of business of JAG (EXW Incoterms 2010).

In the event of transport or dispatch by JAG, JAG shall invoice the Customer for all costs of packing, transport, transport insurance and customs to the agreed unloading point.

4. Customer's Obligation to Notify

The Customer must notify JAG in good time of special technical prerequisites and of the legislative, official and other rules at the destination to the extent that same are of significance.

5. Documentation

The Customer is entitled to receive user documentation in electronic form and in the usual JAG version.

Inconsistencies in the documentation, namely in regard to descriptions and diagrams, are permitted to the extent that the documents fulfil their purposes.

6. Software and Know-how

The Customer may use the provided software, work results, know-how, data carriers and documentation within the scope of the existing licence terms. In the absence of the latter, and where the scope of authorised use is not ascertainable from the purpose of the transmission, the Customer and its customers shall have the right of use only with the relevant products but shall not have the right of disposition, dissemination, copying, extension or alteration.

Property and the right of further use shall remain with JAG or its licensors, even where the Customer subsequently alters the computer programs, work results or know-how records.

The Customer shall take the necessary action to protect computer programs, work results and documentation from undesired access or misuse by unauthorised persons.

The Customer may make backup copies as required. The Customer must mark the copies appropriately and store them separately and safely.

7. Use

Unless otherwise agreed, the Customer shall be responsible for installation and application of the products and for combining them with other products. The Customer must exercise the necessary care and observe all instructions of the manufacturer and of JAG.

The Customer has an obligation to forward to users all safety-relevant information in an appropriate form.

8. Disposal

The Customer, after using the supplied products, shall dispose of them at its own expense or transfer the disposal obligation to its customers.

The Customer shall release JAG from all disposal obligations and, in particular, from any obligation to accept returned products, from disposal costs and from relevant third-party claims.

9. Deadlines

Only deadlines fixed in writing shall be binding. Such deadlines shall be appropriately extended

- a) if information required for performance are not provided to JAG in a timely manner or if the Customer subsequently changes such information;
- b) if the Customer is behind schedule with works to be carried out by itself or is late in performing its contractual obligations and, in particular, if it fails to meet payment conditions;
- c) if impediments arise which are beyond the control of JAG, such as natural events, mobilisation, war, unrest, epidemics, accidents and illness, significant operational disruptions, work conflicts, late or defective deliveries and administrative measures.

JAG may make partial supplies.

In the event of delays, the Customer shall grant JAG an appropriate extension of time for performance.

10. Transfer of Benefit and Risk

In the case of products installed by JAG, benefit and risk shall pass to the Customer upon completion of setting-up or installation, or upon acceptance where agreed.

In the case of collection by the Customer, benefit and risk of supplied items shall pass to the Customer ex works. In the case of transport or dispatch by JAG, benefit and risk shall pass to the Customer upon arrival at the destination or agreed unloading point.

11. Acceptance

Unless the parties agree upon a special acceptance process, the Customer shall itself check all products and services.

The Customer shall check the supplied products in regard to identity, quantity, damage in transit and accompanying documents immediately upon receiving the products. The Customer shall also check the products and services for other defects as soon as possible.

Products and services shall be deemed accepted if no notice of defect is received within 30 days after delivery or as soon as products and services are used commercially, whichever date is earlier.

The Customer shall give written notice of any defects immediately upon discovering same.

12. Defects

JAG guarantees that it shall exercise due care and that its products and services possess the guaranteed properties. Furthermore, it shall be liable for fitness for purpose to the extent that the Customer has given written notification of the intended use prior to entering into the contract.

Defects and faults beyond the responsibility of JAG shall be excluded from liability for defects, such as natural wear and tear, force majeure, inappropriate treatment, interventions by the Customer or third parties, excessive load, unsuitable operating materials, faults caused by other machines and plants, unstable power supply, extraordinary climatic conditions or unusual environmental influences.

The Customer shall not assert any claim in regard to any insignificant defect. Insignificant defects are those which do not hinder the use of products and services.

In the event of defects, the Customer shall grant JAG an appropriate extension of time to remedy the defect (amendment or replacement). JAG shall, at its own discretion, remedy the defect at its place of business or at that of the Customer, which must grant free access for this purpose. The costs of disassembly and assembly, transport, packing, travel and stays shall be borne by the Customer. Replaced parts shall become the property of JAG.

The guarantee and defects liability periods are twelve months. They shall not cease to run upon acknowledgement or rectification of a defect. The guarantee and defects liability period for replaced products shall again be twelve months. For repaired products, the guarantee and defects liability period shall end either 12 months after completion of repair or 6 months after expiry of the original guarantee and defects liability period, whichever is earlier.

Should rectification of defects be unsuccessful, the Customer shall be entitled to an appropriate price reduction. The Customer can terminate the contract only if acceptance of the products or services is reasonably unacceptable.

13. Limitation of Liability

Any liability on the part of JAG shall not extend beyond the bounds of the relevant product liability provisions. Further claims for damages, price reduction, termination and rescission and those not expressly stated in the said provisions are excluded. Under no circumstances shall the Customer be entitled to compensation for loss and damage to items other than the supplied item itself, such as property damage, indirect loss and consequential loss, damage and loss of data, economic loss (loss of revenue and profit, capital expenses) or loss arising from loss of use and loss of production.

14. Prices and Payment Terms

Unless otherwise stated, prices shall be in Swiss francs exclusive of value-added tax, fees, tolls, transport, packing, insurance, permissions, certifications, installation, commissioning, training and application support. Payment shall be due within 30 days of the invoice date.

Should the Customer cause delays in processing of contracts, JAG may adjust prices appropriately.

The Customer may offset by way of counterclaims only with consent in writing and signed by JAG.

Should the Customer fail to comply with a payment date, it shall pay penalty interest at the rate of five per cent per annum from the due date, without further notice.

In the event of payment arrears, JAG may set an appropriate final deadline and, should the Customer not settle the entire outstanding amount within the specified time, may terminate the contract and require the return of supplied products and services.

JAG shall remain the owner of goods supplied by it until same are paid for in full.

15. Validity of Offers

Unless otherwise stated, Offers by JAG shall strictly be valid for 30 days from the date of the Offer.

16. Confidentiality

Neither party shall divulge to third parties any information regarding the commercial affairs of the other which is not generally accessible or in the public domain, and both parties shall make all efforts to prevent third parties from accessing such information. However, each party may, in the course of its usual activities, make further use of knowledge acquired in the course of the parties' business dealings.

This obligation of confidentiality shall also be binding on the parties' employees, workers and agents.

17. Applicable Law and Jurisdiction

This legal relationship is subject to Swiss law.

The place of jurisdiction is Biel/Bienne. JAG may also make application to the court where the Customer is domiciled.

JAG Jakob AG
Prozesstechnik
Industriestrasse 20
CH-2555 Brugg

T +41 (0)32 374 30 30
F +41 (0)32 374 30 31
jagpt@jag.ch

