

**WERAP Group**  
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## **General Order Terms and Conditions**

The WERAP Group, with its subsidiaries WERAP Elektronik AG, WERAP Wicklerei AG, Fabrimex AG, CAC Fabrimex GmbH and Rüegger Elektronik AG, will be referred to hereinafter as WERAP.

The general business conditions are valid from 01.10.2015 and replace all previous ones.

### **1. Application**

For all orders, the following conditions apply. These conditions will be recognized from the time the contract is awarded, provided that they have not been amended by or supplemented from any other written agreements.

### **2. Quotes**

Our offers are made without obligation and have a time limit based on the relevant information provided.

### **3. Scope of delivery**

For the scope and execution of delivery and service, the order confirmation is authoritative. Material or additional services that are not included therein shall be additionally charged.

Short shipments or over shipments of up to 10% of the total amount have production-related causes and cannot be avoided. For short or over shipment there is no change of the agreed upon price per unit. The customer confirms with his order that short shipments will not be regarded as mistakes. If a customer regards a short shipment as a mistake, then they need to put this in writing at the time of placing their order.

The customer accepts that WERAP is entitled to a reasonable price adjustment in cases where the ordered goods are vulnerable to a short shipment which is due to technical production reasons; and therefore, require more corresponding goods or parts of goods to be produced in order to avoid a short shipment.

The customer confirms with his order, to take over the cost of an over shipment, as long as the invoiced price corresponds to the confirmed price. If no other written agreements have been agreed upon, the customer agrees to pay a maximum of 10% of the over shipment.

#### **4. Prices and payment terms**

Prices are in Swiss francs, net, ex works, payable within 30 days without deduction of any kind, unless expressly stated or if no other conditions have been established. WERAP reserves the right to a reasonable price adjustment if significant changes have occurred regarding wage rates or raw materials from the time of the contract and to its fulfillment. Additionally, WERAP is entitled to a reasonable price adjustment, if the delivery period is subsequently extended due to reasons relating to the documents provided by the customer which were incomplete or not in conformity with the actual circumstances.

#### **5. Shipping, postage, packing**

Shipping is at the expense and risk of the recipient, shipping expenses are charged at cost price.

#### **6. Delivery times**

We will always endeavor to meet our specified delivery times, even in the presence of any unforeseeable difficulties. However, we cannot give any legal guarantee and therefore, there will not be any right to compensation or cancellation of the order. Compliance with the delivery deadline assumes that the customer for their part met all their obligations for example, the announcement of specifications, on time.

#### **7. Warranty and liability**

Our warranty extends from the date of delivery to all defects which are demonstrably attributable to material defects or faulty manufacturing which occurs within the agreed warranty period.

For the components or elements that were defined by the customer or purchaser, the warranty provisions of the manufacturer or supplier apply. However, our warranty is limited to, at our option, to replace or repair the defective products or components or the remuneration of the invoice value of nonreplaced products or components. Each continuing warranty, in particular for so-called consequential damages, is excluded. We assume no responsibility for modifications, repairs and interventions of any kind that were not made by us or by our designated professionals; any possible warranty expires accordingly.

#### **8. Complaints**

Complaints must be lodged within eight days after arrival of the goods, otherwise the delivery shall be deemed approved. Shipments with any transport damage must be

accepted with reservation and to be registered at the Transport Authority for the purpose of ascertaining the facts within the statutory period.

**9. Pictures, weights and dimension tables**

We reserve the right to deviate from illustrations, weights and dimension tables, if it proves to be useful in the execution of the order. WERAP maintains all copyright of all the technical documents.

**10. Retention of title**

We reserve the right of ownership to the delivered products until full payment of the purchase price has been received.

**11. Place of performance**

Unless other arrangements have been made, Bubikon is the place of delivery and payment.

**12. Applicable Law**

All relationships are governed by Swiss law, in particular the purchase of bonds-law provisions on the right, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.4.1980.

**13. Jurisdiction**

The jurisdiction is in Hinwil / ZH.

We have however, the right to sue the customer at its registered office or at any other competent court, if necessary.

CH-8608 Bubikon, in October 2015